



REQUEST FOR PROPOSAL

FOR

CONSULTING SERVICES TO

Develop Specifications to Facilitate Procurement of Customer Information Systems, Meter Data Management Systems and Related Services for NCPA Members

RFP Issue Date: August 17, 2015

Pre-proposal Teleconference: August 31, 2015

Proposal Due Date: October 2, 2015

IMPORTANT

NCPA is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure proposals arrive at the proper location. Any proposal which does not actually arrive at the office by the RFP due date and time will be rejected as non-responsive, even if properly addressed.

Your proposal **MUST** be addressed and delivered as follows:

Address: Northern California Power Agency

651 Commerce Drive

Roseville, CA 95678

Phone: (916) 781-3636

Email: SmartGrid_RFP@ncpa.com

When submitting via Email, include the subject "RFP Response for Consulting Services for CIS and MDM Systems".

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RFP SUMMARY

NCPA Member Cities of Alameda, Healdsburg, Lodi, Palo Alto, Roseville, Santa Clara and Ukiah are in various stages of implementing smart grid and related Customer Information Systems (CIS). These NCPA Members are hereby collectively soliciting consulting services through Member Joint Action Agency, Northern California Power Agency (NCPA), to develop specifications to facilitate the procurement of Customer Information Systems and Meter Data Management (MDM) systems, and related consulting services. The consulting services are required in two Phases. An outline of the phases and tasks within the phases are provided below.

Phase A

Task A1 – Consultant to arrange for informational workshop (s) for Members regarding the state of the marketplace with respect to each of the CIS and MDM systems and integration approaches as well as emerging trends in the industry. As part of this workshop, Consultant shall host potential vendor solutions related to CIS and MDM systems.

Task A2 – Consultant to develop CIS specifications and requirements to meet each individual utility’s operational needs for the future; a document which could then be used to solicit vendor and system integrator interest to implement such systems at NCPA Member utilities (hereinafter “Member(s)").

Task A3 – Consultant to develop corresponding MDM specifications and requirements to assist Members’ implementation of an Advanced Metering Infrastructure, Automatic Meter Reading (AMI/AMR) and related systems; a document which could be then used to solicit vendor and system integrator interest to implement such systems at each Member site.

Task A4 – Consultant to develop other Member specific consulting needs related to AMI/AMR and other utility systems.

Phase B

Upon Completion of Tasks A1, A2, A3 and A4 outlined above, if Members choose to move forward to procure and implement CIS, MDM, AMI or other utility systems, the Consultant may be called upon to:

Task B1: Fully assist preparing procurement documents and help evaluate vendor proposals.

Task B2: Fully assist negotiate and finalize procurement and implementation Agreements with vendors and system integrators.

Task B3: Fully assist in performing project manager and associate role on behalf of Members to ensure such systems are implemented by contracted vendor(s) and system integrator(s) to meet contractual requirements and meet individual Member organizational needs.

Upon selection of the Consultant, the initial term of the Agreement is expected to be one year to complete Phase A. Based upon the progress of Phase A, Members and NCPA may choose to extend the Agreement for up to an additional five years to undertake Phase B. Phase B may be undertaken under the direct control and direction of individual Members.

A description of each Member and its individual needs are outlined in Appendix A.

This is a competitive selection process. Qualified individuals, firms, contractors, Consultants or entities (hereinafter "Consultant(s)"), that meet the requirements set forth in this Request for Proposal (hereinafter "RFP"), and are capable of providing the services requested are encouraged to participate.

NCPA staff may select one or more Consultants and request more comprehensive proposals for the final evaluation. Final selection of one or more Consultants to develop final Agreement(s) will be made by NCPA and the participating Member(s). Commitments will only be made final when Member governing bodies approve the Agreement(s).

BACKGROUND

The Northern California Power Agency (NCPA) is a not-for-profit Joint Powers Agency established in 1968. NCPA was created pursuant to the Government Code of California and a Joint Powers Agreement for the purpose of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation of electric energy as well as procuring or otherwise obtaining associated products and services. Its Members, which comprise of fifteen municipalities that supply and distribute electric energy on behalf of their respective retail, end-use customers located throughout Northern and Central California, are the cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah, as well as the Bay Area Rapid Transit District, Port of Oakland, the Truckee Donner Public Utility District, and Plumas-Sierra Rural Electric Cooperative.

The cities of Alameda, Palo Alto, Healdsburg, Lodi, Roseville, Santa Clara and Ukiah are participating in this Request for Proposal. All other cities not mentioned will not be participating in this RFP. The selected Consultant(s) will demonstrate the ability to provide all requested services for all participating Members.

PROPOSAL SUBMITTAL REQUIREMENTS

It is recommended that proposals be submitted in the following order format.

- I. **Qualifications / Experience** – Include a brief description of the Consultant’s and any sub-contractor’s qualifications and previous experience on similar or related projects. Provide in a table format descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client’s to be contacted for references. Give a brief statement of the firm’s adherence to the schedule and budget for the project.

- II. **Project Overview** Provide a narrative description of the project, based on the scope of work presented in the RFP. Include any issues that you believe will require special consideration for this project. Identify any unique approaches or strengths your firm may have related to this project. NCPA and Members will assess your understanding of all aspects of the project based on the overview.
- III. **Detailed Work Plan & Timeline (20 pages maximum)** - Respond to all requirements defined in the scope of work. If any of the requirements cannot be supported, provide a recommendation for an alternative approach. Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the proposal shall contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of Member staff.
- IV. **Project Team** - Identify the project team (including proposed sub-contractors), with key tasks and associated responsible personnel. Provide an organization chart depicting the proposed project team members, and a brief resume for each team member. Identify the geographic locations of the Consultant and key personnel.
- V. **Sub-Contractors** - In the event the Consultant desires to sub-contract some part of the work specified in the project, the Consultant shall provide NCPA the names, qualifications, and experience of the proposed sub-contractors and the percentage of the work under any resultant Agreement to be performed by each.
- NCPA reserves the right to reject the successful Consultant's selection of sub-contractors. No portion of the work shall be sub-contracted without prior written consent of NCPA. The Consultant shall remain fully liable and responsible for supervising and directing the work to be done by the sub-contractor(s). This includes those persons either directly or indirectly employed by Consultant. The Consultant shall assure compliance with all the requirements of the Agreement; payment to, performance, acts and omissions of their sub-contractors, partners and of all persons employed by them.

Consultant shall assure that the sub-contractor(s)' insurance is in compliance with the requirements of this RFP and assure that all sub-contractors, partners, and/or others furnished by or acting at the Consultant's direction or on the Consultant's behalf, comply and remain in compliance with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the Agreement. This includes procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.

The Consultant shall not enter into any sub-contract with any sub-contractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government, the State of California, or other state where the Agreement is to be performed.

The Consultant shall insert appropriate clauses in all sub-contracts to bind sub-contractors to the terms and conditions of the Agreement insofar as they are applicable to the work of sub-contractors.

Nothing contained in the Agreement shall create any contractual relationship between any sub-contractor and NCPA.

- VI. **References** - Provide a description of projects similar in nature and scope that the Consultant has completed in the last five years. Include client names, addresses, and telephone numbers. If a team or joint venture is proposed for this project, indicate which Consultant was involved with the listed project. Identify project team members who worked on the project and their respective roles and responsibilities. Only include those projects where there is significant involvement from individuals who are part of the proposed project team.

- VII. **Agreement Exceptions** – Consultant should identify any exceptions or requested changes to NCPA's RFP conditions, requirements and sample Agreement. If there are no exceptions noted, it is assumed that the Consultant will accept all conditions and

requirements identified in the Attachment E –“Sample Consulting Services Agreement.”
Items not excepted will not be open to later negotiation.

- VIII. **Safety Compliance** All policies, endorsements, certificates and/or binders may be subject to the approval of the Risk Manager of NCPA as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. As required by the NCPA Contractor Safety Procedure, please submit Worker’s Compensation Experience Modification Rate (EMR) or copies of the past three years’ OSHA 300 Forms.
- IX. **Schedule** – Provide a proposed schedule to complete the project, including start date, project duration, completion date and deliverables, if any, that will be provided. Specify proposed work days/hours.
- X. **Insurance (1 page maximum)** - During the time of the Agreement, the Consultant shall maintain insurance in force at its own expense. The insurance requirements are included in the sample Agreement.
- XI. **Standard Agreement** - During the time of the Agreement, the Consultant shall abide by the terms of NCPA’s Consulting Services Agreement Appendix D. Please note that the specific Agreement between NCPA and the Consultant will also contain penalties for non-compliance with the scope of work as defined in the Agreement.
- XII. **Signatures** - The proposal shall be signed by an official authorized to bind the Consultant and shall expressly state that the proposal is valid for 90 days.
- XIII. **Compensation** – Provide a compensation schedule (total project cost) for the project as proposed.
- XIV. **Attachments** - As needed

TENTATIVE TIMELINES & PRE-PROPOSAL CONFERENCE CALL DETAIL

The Tentative RFP & Contracting timelines are as follows:

| Item | Timeline |
|--|---------------------|
| RFP Issued | August 17, 2015 |
| Pre-Proposal conference call | August 31, 2015 |
| Deadline for questions | September 4, 2015 |
| Issue of RFP Addendum, if any | September 10, 2015 |
| Proposals Due | October 2, 2015 |
| Finalist Identification | October 8, 2015 |
| Consultant Interview | October 27-28, 2015 |
| Consultant selection and Agreement preparation | November 2, 2015 |
| Agreement awarded | December 3, 2015 |
| Work commences | January 4, 2016 |

Pre-proposal conference call details are provided below:

Meeting Page: <https://global.gotomeeting.com/join/380975933>

Phone: 1-800 – 850 - 4523

Access Code: 615830#

Date: August 31st, 2015

Time: 1:00pm – 2:30pm

IMPORTANT NOTE:

When composing the RFP, treat the CIS and MDM systems as two separate tasks. NCPA reserves the right to go into an Agreement with two or more Consultants for each of the tasks.

Please submit proposals to NCPA no later than **17:00 PST** on **October 2, 2015**. NCPA will accept proposals via email, fax, or hard copy. The proposal, along with any questions about this RFP, should be addressed to:

Project Sponsor/Manager: Bob Caracristi

Address: 651 Commerce Drive Roseville, CA 95678

Email: SmartGrid_RFP@ncpa.com

Phone: (916)-781-4224

PROPRIETARY INFORMATION

- Materials submitted in response to this competitive RFP shall become the property of NCPA.
- All received material shall remain confidential until the award has been decided by NCPA. Thereafter, the proposals shall be deemed public records.
- Any information in the proposal which the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire proposal exempt from disclosure will not be honored.

PROPOSAL TERMS AND CONDITIONS

- I. **ASSURANCE OF DESIGNATED PROJECT TEAM** - In order to assure that the designated project team is used for the project, NCPA shall have an unconditional right of refusal for any departure or reassignment of, or substitution for, any member of the designated project team.
- II. **COST OF PROPOSAL PREPARATION** – NCPA will not pay any costs incurred by the Consultant in preparing or submitting the proposal. NCPA reserves the right to modify or cancel, in part or in its entirety, this RFP. NCPA reserves the right to reject any or all proposals, to waive defects or informalities, and to offer into Agreement with any Consultant in response to any RFP. This RFP does not constitute any form or offer to Agreement.

- III. **NOTIFICATION OF WITHDRAWAL OF PROPOSAL** – Proposals may be modified or withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the Consultant. Proposals submitted will become the property of NCPA after the proposal submission deadline.
- IV. **RIGHTS TO PERTINENT MATERIALS** - All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation submitted as part of this RFP shall become the property of NCPA after the proposal submission deadline.
- V. **RIGHT OF NCPA TO REJECT PROPOSALS** - NCPA reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same subject or on a modified project which may include portions of the originally proposed project as NCPA may deem necessary in its interest.
- VI. **OTHER CONDITIONS** - All responses to the RFP submitted shall be deemed confidential during the evaluation period.

SELECTION PROCESS

- I. Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.
- II. The selected Consultant will be required to execute the attached Scope of Services (see Attachment B). The Agreement may further refine the scope of services and will provide for the terms and conditions of employment.
- III. An Agreement will be negotiated with the Consultant considered best in meeting the needs of NCPA and its Members for this project. In the event a mutually satisfactory

Agreement cannot be negotiated with the selection committee's first choice, negotiations may be terminated and commenced with the Consultant considered as the next best in meeting the needs for this particular project.

IV. Evaluation Criteria will include:

- a. Completeness of Proposal.
- b. Proposed approach for undertaking tasks in this RFP.
- c. Past experience and expertise in undertaking similar evaluation projects; California Municipal Utility experience highly desired.
- d. Cost for Tasks A1, A2 and A3 including hourly rates; cost related to Task A4 will be determined in consultation with individual Members, upon short-listing of Consultant(s).
- e. Proposed project manager and team.
- f. References from other organizations served by the Consultant.

- V. NCPA reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

NCPA, at its sole discretion, may elect to select the top finalists from the written evaluation for an oral presentation and final determination of the Agreement award. Should NCPA elect to hold oral presentations, it will contact the finalists to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The Member will then enter into Agreement negotiations with the highest rated Consultant. Following successful negotiations, a recommendation will be made to Members to award the Agreement. In the event the cost negotiations are not successful, NCPA reserves the right to enter into negotiations with the other ranked Consultants.

DESCRIPTION OF PARTICIPATING MEMBERS

- I. ***Alameda Municipal Power (AMP)*** is a department of the City of Alameda and was founded in 1887. AMP serves the entire area of the City of Alameda and has approximately 34,000 accounts (30,000 residential and 3,800 commercial industrial), which provides service to a population of approximately 75,000 customers.
- II. The ***City of Palo Alto Utilities (CPAU)*** serves over 29,000 accounts, of which roughly 25,000 are residential. CPAU's peak electric demand is approximately 170 MW, with annual energy consumption of approximately 1,000,000 MWh. Residential customers account for approximately 16% of annual sales.
- III. ***Healdsburg Municipal Utility District (HMUD)*** is a department of the City of Healdsburg that serves over 5,700 electric accounts and over 4,400 water accounts. Annual energy consumption is approximately 78,360 MWh and water consumption in a non-drought year is roughly 2,100 acre feet per year.
- IV. ***Lodi Electric Utility (LEU)*** serves over 25,700 customers, of which 22,500 are residential and 3200 are commercial/ industrial. LEU's annual energy consumption is approximately 457,947 MWh with a peak demand of 135 KWh.
- V. ***Roseville Electric (RE)*** is a department within the City of Roseville. The City of Roseville is located 17 miles northeast of Sacramento with a resident population of approximately 122,000. RE serves approximately 55,000 residential accounts and 7,200 commercial accounts.
- VI. ***Silicon Valley Power (SVP)*** is a department within the City of Santa Clara. SVP serves over 52,000 customers and has a population of 116,468. At the end of 2012, the utility had a peak demand of 471 MWs. Approximately 87% of sales went to commercial and industrial customers.
- VII. ***Ukiah Public Utility (UPU)*** is Mendocino County's only customer-owned utility, supplying electricity, water and wastewater treatment to more than 15,000 residents and

businesses. UPU's system peak is approximately 29 MW and annual energy consumption of approximately 115,617MWh.

ADDITIONAL PARTICIPATING MEMBER'S INFORMATION

| Members | CIS/Billing Systems | Annual load (MWh) | Electric Meter Count | Water Meter Count | Natural Gas Meter Count |
|--------------------|----------------------------|--------------------------|-----------------------------|--------------------------|--------------------------------|
| Alameda | Harris Northstar | 373,800 | 36,000 | n/a | n/a |
| Healdsburg | Harris Northstar | 78,360 | 5,700 | 4,400 | n/a |
| Lodi | Munis/Tyler | 457,947 | 25,700 | 16,000 | n/a |
| Palo Alto | SAP Solutions | 1,000,000 | 29,500 | 19,600 | 24,000 |
| Roseville | Banner | 1,190,000 | 56,023 | 45,000 | n/a |
| Santa Clara | Harris Northstar | 2,862,000 | 52,000 | 28,000 | n/a |
| Ukiah | Munis/Tyler | 115,617 | - | - | n/a |

ATTACHMENT A: Members' Current State, Needs and Project Expectation

| Members | Utility/Billing Services | Current CIS/Billing System | Current MDM System | Current ERP System | Future Needs |
|--------------------|--|-----------------------------------|---------------------------|---------------------------|--|
| Alameda | electricity, telephone and fiber | Harris Northstar | Elster | Cayenta | Potential replacement of CIS; shift from current cloud-based MDM provider to NCPA-provided and hosted MDM. |
| Healdsburg | electric, water and sewer | Harris Northstar | None | Sungard Naviline | Seeking an MDM to manage and pass meter data to internal and hosted systems. Also considering the replacement or hosting of the City's CIS. |
| Lodi | electricity and water | Tyler Munis | none | Tyler Munis | Complete AMR operability throughout Lodi and improve efficiency of existing processes including implementation of MDM. |
| Palo Alto | electricity, water, natural gas, waste water, refuse, storm drain, and fiber | SAP: ISU/CCS, CRM, BI, UCES | None | SAP: ECC 6.0 | Seeking new CIS system; followed by MDM/smart grid implementation. Need to coordinate with City's plans to migrate to a new ERP solution platform. |
| Roseville | electricity, water, wastewater, solid waste | Banner | MV-90 (limited customers) | IFAS | Implementing Cayenta (Harris) CIS; evaluating needs for AMI/MDM. |
| Santa Clara | electricity, water, wastewater, refuse | Harris Northstar | Siemens | PeopleSoft | Full-featured, highly configurable, mobile-centric CIS replacement with strong CRM elements. |
| Ukiah | electricity, water, waste water, refuse | Tyler -Munis | None | None | AMI meter selection, meter and communication infrastructure installation, MDM, integration with billing system, mobile device integration through ESRI connector for real time OMS and meter data, customer portal and CSR portal. |

ALAMEDA

A. Outline of AMP's Current IT Systems as related to this RFP

As outlined in the body of this RFP, Alameda Municipal Power (AMP) currently provides metered utility services for electricity, telephone and fiber. These services are billed to customers in one bill every month and the Customer Service Representatives (CSRs) in the call center answer all calls related to these services during normal business hours. In “off-hours”, System Operations operators are able to access the CIS system and provide limited customer-specific information.

AMP's current billing and CIS system is provided by Harris Northstar and is a stand-alone system which does not integrate with the City of Alameda's ERP, or any other City-specific system.

B. Current State of Smart Grid-Related Implementation

AMP is currently completing its AMI “pilot”. The pilot deployment includes the following:

- Leidos hosted MDM
- Mesh communications linking existing fiber and cellular to head-end “gatekeepers”
- Elster metering and head-end backhaul
- Approximately 300 large and mid-sized commercial and municipal meters
- Approximately 250 residential meters
- Leidos customer portal
- CEIVA digital frame HAN, in-home “engagement” device provided to 200 residential customers
- Expect fully operational billing and customer access by September 2015

AMP is planning to fully deploy approximately 35,000 AMI meters commencing in early 2016 which will complete AMI operability throughout Alameda. AMP is undecided as to continuing a hosted system or bringing all aspects, including MDM and data back-up in-house.

C. Future Requirements and Specific Consulting Requirements

AMP is seeking to define future IT needs in two areas: AMI-related, MDM configuration and location along with a potential hosted CIS-related series of applications. As outlined in the previous section, AMP will be moving from its pilot stage to full deployment and operability within 6-9 months from this date. A crucial decision must be made to determine whether AMP will continue with the current third-party hosted format, in-house operation or migration to a NCPA hosted MDM format. AMP expects this consulting contract to provide adequate information to allow for AMP to determine whether it will be cost effective and operationally sound to join with a NCPA-hosted system.

In addition, while AMP is considering moving to a new and/or modified CIS system independent of any potential NCPA initiatives, AMP may decide to also utilize certain CIS-related services that may be provided by NCPA if, again, this consulting analysis indicated that it would be cost-effective and operationally sound to do so.

HEALDSBURG

A. Outline of HMUD Current IT Systems as related to this RFP

HMUD currently provides electric, water, and wastewater services to the City of Healdsburg, a community of just under 12,000. Most meters are now read manual and customers are billed on a monthly basis. HMUD's current billing system is Harris Northstar but through a citywide ERP the City is in discussion with Tyler Technologies to provide financial and utility billing software.

B. Current State of Smart Grid-Related Implementation

Currently the City has a large deployment of Itron ERT meters for both water and electric. HMUD has completed a small pilot AMI project using Tantalus metering products and is planning to fully deploy approximately 600 electric meters and 200 water meters commencing in early 2016. The additional meters will supplement and pass data from the existing Itron ERTs allowing the City to preserve its previous capital investments. Do the City's small size and limited staffing resources a hosted system is required.

C. Future Requirements and Specific Consulting Requirements

Primarily the City wishes to provide remote meter reading through the deployment of Tantalus's AMI system. To gain the full use of the collected data, the City sees and MDMS as a necessary tool to provide data validation and maintain historical records for several years. At this time the City is not interested in demand management systems or in-home customer presentation tools other than a web portal.

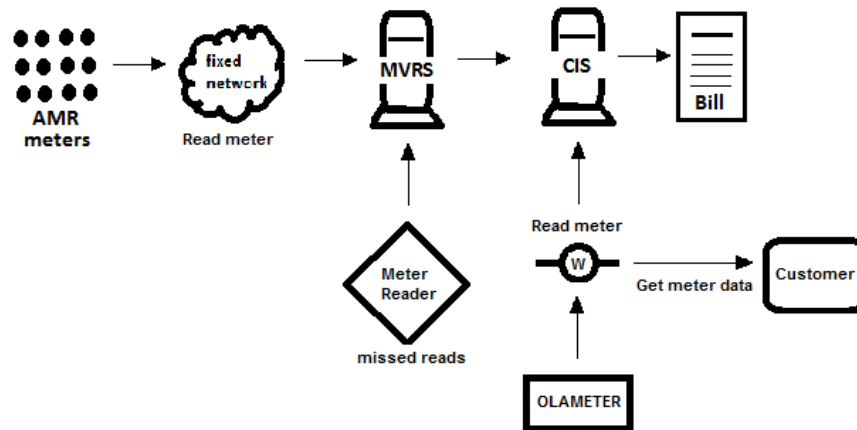
LODI

A. Summary of LEU's Current Systems as related to this RFP

Lodi Electric Utility (LEU) currently provides metered utility services for electricity and water. These services are billed to customers in one bill every month and Billing and Collections Customer Service Representatives (CSRs) in the City's Finance Department answer all calls related to these services during normal business hours. LEU's upcoming billing and CIS system will be provided by Tyler Munis, a stand-alone system which integrates with the City of Lodi's Utility Billing, accounting and certain other City-specific systems.

B. Current State of Automated Meter Reading System

LEU has completed its AMR fixed-network system for all residential and small commercial customers. These meters are read hourly and data is collected in our ITRON fixed network system. Any reads not collected automatically through the fixed network system are downloaded to a mobile collection device for manual read collection. Once these reads are collected, the file is transferred to the fixed network system via a wired connection. These processes are illustrated below:



Larger commercial and industrial customers are currently being read remotely by an outside vendor who provides both monthly read data to LEU and fifteen minute interval data to the customer. These reads are uploaded daily to an interface where both LEU and the customer can review both previous day and historical data. Monthly reads are collected and provided to LEU in a comma-separated value format and are processed for upload to the billing system (ECIS) using an internal translation process. The Finance Department reviews uploaded billing information; prints the bills and mails approved bills to the customer.

C. Future Requirements and Specific Consulting Requirements

The goal of LEU is to complete AMR operability throughout Lodi and improve efficiency of existing processes, including implementation of a MDMS. The LEU has the following goals to improve our meter-to-bill process and to leverage our existing AMR install-base to provide additional features to our customers and for internal needs. While some goals may be mutually exclusive or be cost-prohibitive, our hope is to achieve the maximum combination of the following:

- Automate and simplify our current multi-step processes seen in billing small percentage of meters.
- Use our Itron AMR system’s interval data to provide:
 - Outage knowledge and Outage Management System (OMS) integration
 - Real-time load knowledge

- More advanced electric-rates from ALL of our existing AMR meters (including residential meters)
 - Demand
 - Time of Use (TOU)
 - Other conceivable rates
 - A web-portal accessible to all customers
 - Possible GIS integration with metering data
 - Possible SCADA integration with metering data
- User defined reporting capabilities

PALO ALTO

A. Outline of Existing CPAU IT Systems

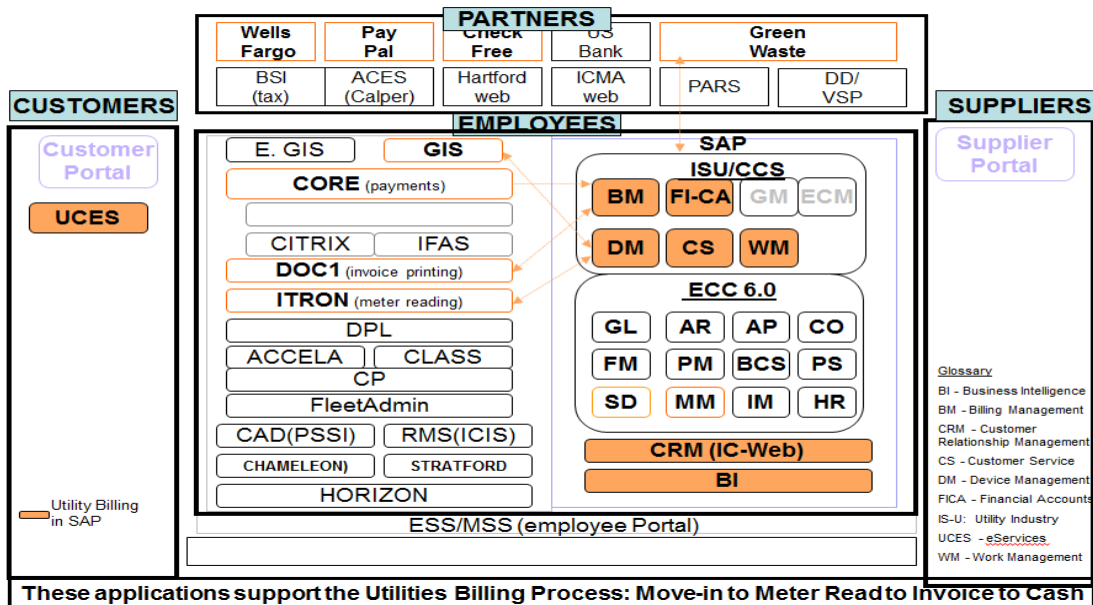
As outlined in the body of this RFP, City of Palo Alto Utilities (CPAU) provides metered utility services for electricity, natural gas and water, and additional billing services for waste water, storm drain, refuse, and fiber services. These services are billed to customer in one bill every month and the Customer Service Representatives (CSRs) in the call center answer all calls related to these services.

CPAU's current billing and CIS systems (SAP: ISU/CCS, CRM, BI, UCES) integrates with the City's ERP solution (SAP: ECC 6.0) includes the following functionalities:

- Billing Management
- Customer Service and Customer Relationship Management
- Device Management
- Financial Contract Accounts
- Utilities Customer Electronic Services
- Work Management
- Business Intelligence

The schematic below illustrates SAP related CPAU functions (highlighted orange) along with interaction with other CPAU systems and City's SAP based ERP system (ECC 6.0).

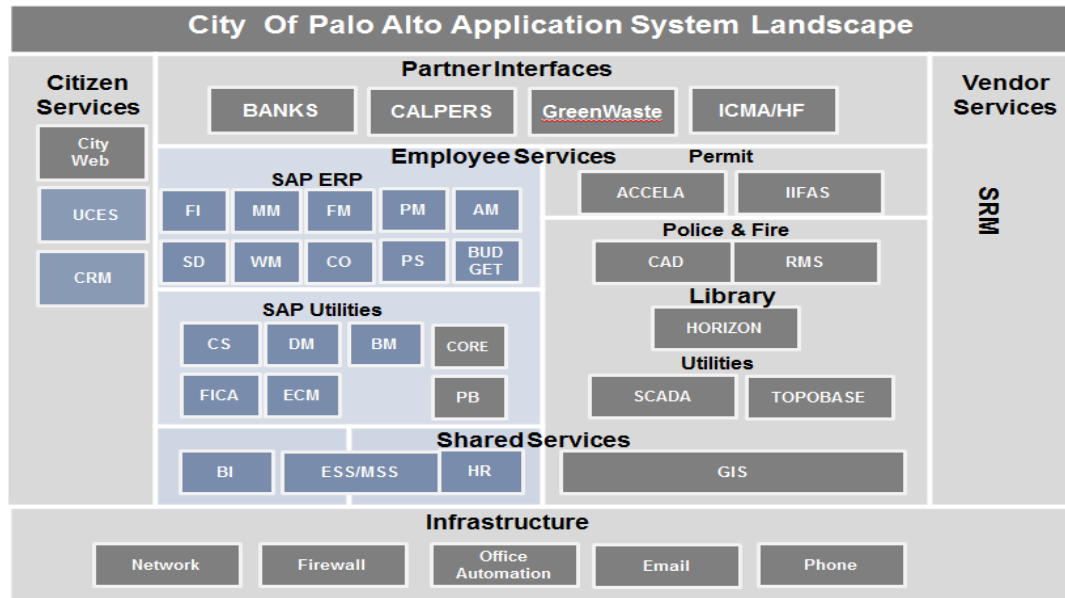
Illustration of CPAU & City IT Applications



Customer Billing System handles over \$200 million of billing annually related to the seven services provided, of which approximately \$160 million is related to metered services for electricity, natural gas and water. Currently meter readers read approximately 74,000 meters monthly, consisting of 29,000 electric, 24,000 natural gas and 20,000 water meters.

The schematic below illustrates Palo Alto's overall ERP system

Enterprise Systems Overview



B. Current State of Smart Grid Related Implementations

CPAU is in the very early stages of smart grid implementation. Currently CPAU is piloting AMI meters for all three services at 300 homes on a pilot scale and anticipates rolling out such services to all customers by the end of the decade (Note: this pilot project is limited to providing information service to customers via a web-portal and TOU rates for participating customers, and does not involve interface with the billing system). The pilot project with a meter reading mesh-network built throughout the City has enabled, on a small scale, pilot features such as Customer portal to view consumption patterns, in-home displays, water leakage detection, under-voltage and outage monitoring, remote meter programming of retail rates, etc. CPAU is also evaluating Conservation Voltage Reduction (CVR) potential within the City on two distribution transformers and related feeders.

CPAU also has an urgent need to upgrade the electronics communication channels with all customers (e-strategy), even before smart grid implementation, and is a key element of CPAU's future needs.

C. Future Needs and Specific Consulting help Sought in this RFP

In the Winter/Spring of 2016, Palo Alto plans to seek new ERP and Utility CIS systems solutions. A March 2015 staff report to City Council outlining the Palo Alto plan is linked here - [Review Results of ERP and Billing Systems Related Needs](#).

This joint RFP with other NCPA members for a CIS system to meet CPAU's operational need is the first step in seeking new ERP/CIS solutions. The City expects to separately seek consulting assistance to develop specification for an ERP solution, which turn could be used to seek vendor proposals. This consulting work product related CIS/MDM will be coordinated with the City's efforts related to implementing a new ERP system. A determination on the timelines in implementing ERP, CIS, and smart grid solutions is expected to be made by the summer of 2016.

Through this RFP, Palo Alto seeks Consultant assistance to develop detailed systems specification related to the following major work streams.

- Billing and Invoicing
- Customer Service and Customer Relationship Management
- Metering
- Financial Contract Accounts
- Collections
- E-Business (customer portal, mobile optimization, payment)
- Work Management
- Reporting

In addition to this CIS related work stream, Palo Alto would also need a MDM solution that can handle electric, water and natural gas metering information and associated smart grid functions.

To undertake Phase A of this RFP, the selected Consultant is anticipated to interview CPAU and City IT staff and review current systems documentation to develop this work product. The work product should have sufficient detail to be included as part of a competitive vendor solicitation document. The work product shall be developed in a manner to: a) avoid

ambiguity of what we are seeking from the vendor, b) facilitate clear vendor responses, c) provide the basis for vendor response evaluation, and d) facilitate contract negotiation with selected systems vendor and an executable contract.

Upon completion of this work product in Phase A, CPAU staff will coordinate with Palo Alto IT staff's effort to implement new City-wide ERP system to coordinate timelines and schedules. In the event Palo Alto decides to implement a new CIS ahead of a new ERP solution, CPAU expects to utilize the Consultant work product to issue an RFP for CIS/MDM systems, select vendor(s) and implementation a new CIS/smart grid system (Phase B in the RFP). As outlined in the RFP, Palo Alto reserves the right to seek other consulting assistance to undertake Phase B outlined in the RFP.

ROSEVILLE

A. Outline of Roseville's Current IT Systems as related to this RFP

Roseville Electric Utility is currently assessing the needs for an MDM in conjunction with AMI procurement efforts. Currently, large and industrial customer meters are read remotely via phone line and stored in MV-90. Roseville Electric Utility has hired Trimark to verify and validate the data before it is sent to the City of Roseville's Finance Department for billing. All other meter reads are performed by Roseville's Finance Department staff either manually or via drive-by. Currently, all billing reads are imported into our Banner CIS, but the City of Roseville is currently replacing its legacy CIS with Cayenta (a Harris product).

B. Current State of Smart Grid-Related Implementation

Roseville Electric Utility is currently in the selection process of its RFP to provide consulting services for the assessment and procurement of AMI technology for Roseville's electric and water utilities. Since the City of Roseville is currently replacing Banner with Cayenta as its new CIS system, major AMI implementation efforts will not begin until staff/resources complete the CIS implementation, currently planned for late 2016.

C. Future Requirements and Specific Consulting Requirements

Once Roseville selects a Consultant to provide services for the assessment and procurement of AMI, the major tasks to be completed by the Consultant include, but are not limited to:

- Complete a thorough assessment of the City's AMI needs, leveraging a recently finalized business case by Leidos
- Review technology available to meet those needs
- Identify business process changes required to meet the City's objectives
- Develop a high level roadmap for technology implementation
- Assist with drafting an RFP (or RFPs) to solicit an appropriate AMI solution
- Help the City select the best vendor(s) for the project
- Assist the City with contract negotiations

Following the assessment and procurement phase, there is the possibility that the City may extend the contract for additional implementation and deployment services, where the winning bidder will continue working with the City to complete the installation of the AMI solution selected and ensure its proper operation. During this next optional phase, major tasks the winning bidder would be expected to perform include, but are not limited to:

- Work with the City and vendor(s) to ensure appropriate implementation planning
- Assist the City in managing the vendor(s) during deployment, ensuring the vendor(s) complete all necessary tasks to achieve the goals identified in the assessment phase of the project.
- Perform change management and training duties as necessary

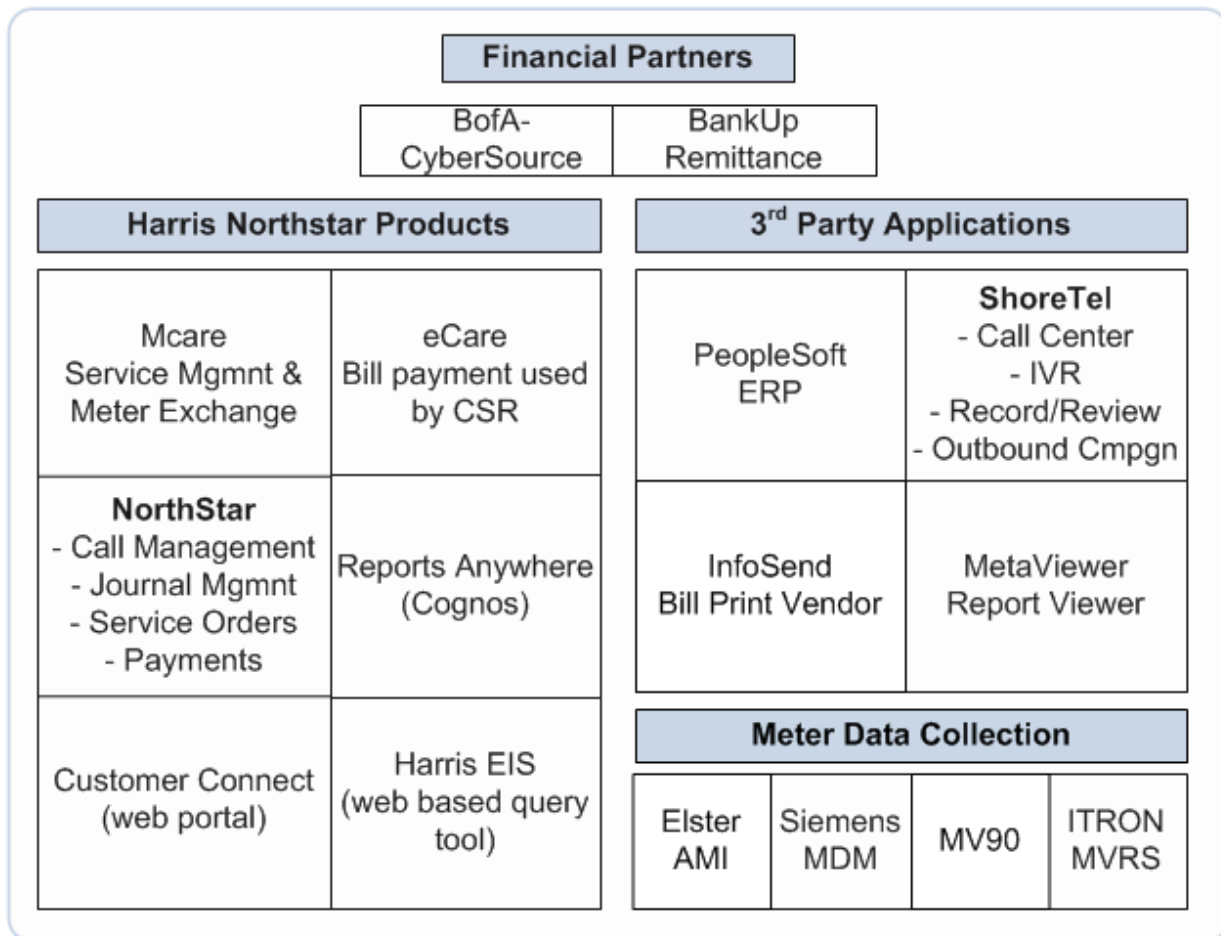
SANTA CLARA

As outlined in the body of this RFP, the City of Santa Clara provides metered utility services for electricity and water, and additional billing services for sewer service, solar, recycled water, refuse and other smaller services. These services are billed to customer in one bill every month and the Customer Service Representatives (CSRs) in the contact center answer all calls related to these services.

The City of Santa Clara's current billing and CIS systems (Harris Northstar 6.3.1) integrates with the City's ERP solution (PeopleSoft) includes the following functionalities:

- Billing Management
- Customer Service and Customer Relationship Management
- Service Order Management
- Customer web portal to the billing system

The schematic below illustrates NorthStar related functionality:



The Customer Billing System handles over \$400 million of billing annually related to the six services provided. Currently 53081 active electric and 27505 active water meters are read monthly.

UKIAH

A. Current IT Systems as related to this RFP

Currently the City of Ukiah provides electric, water, and wastewater services within the City limits, a service area of 3.5 square miles. Electric and water meters are read and billed monthly. Electric meters are 75% manual reads plus 25% radio read (walk-by). Water meters are manually read. The current financial and utility billing services (ACS financial software) are being migrated to the Tyler Technologies Munis platform. The billing system conversion is scheduled for a January 2016 completion.

B. Current State of Smart Grid-Related Implementation

Currently the City has a partial AMR deployment of Itron ERT enabled electric meters (2000 - 2S Meters). Both water and electric meters are read using mobile hand held recorders. Twenty five percent (25%) of electric meter data is collected by radio and seventy five percent (75%) are manually entered. All water meters are manually entered into the field recorder.

The Electric Department plans to retire the existing meter population (25% Itron AMR and 75% mechanical meters) with cloud-hosted AMI metering system.

C. Future Requirements and Specific Consulting Requirements

Primarily the City plans to deploy a hosted metering system with remote meter reading, real time data collection and monitoring, remote disconnect, customer & CSR data portals, OMS (light), MDMS (meter validation & historical records min) and AMI system monitoring.

At this time the City is not interested in demand management systems.

Ukiah plans to integrate critical data from metering OMS and real time meter data, Hydro and Substation SCADA information, ESRI map data and AutoCAD mapping data into a dynamic mobile platform using ESRI connector. The Electric Department is currently developing a mobile platform. The utility may need additional assistance in integrating the meter data to the ESRI/connector platform automatically and seamlessly.

General consulting needs include:

1. High level review of Department goals and objectives
2. Review of meter processes, policies for efficiency and accuracy improvements.
3. Developing an AMI RFP scope including:
 - a. Technical scope, deliverables,
 - b. MDS and billing system integration and testing requirements,
 - c. Meter outage data detection and management
 - d. Real-time meter data access,
 - e. Web-Portal for consumer account access,
 - f. Web-Portal for CSRs,
 - g. GIS integration with metering data,
 - h. MDMS data download access,
 - i. Interval data for Demand, Time of Use billing,
 - j. User defined reporting capabilities,
4. Bid evaluation,
5. Mobile device data integration of:
 - a. Meter outage data,
 - b. Real-time meter data,
 - c. MDMS data,
 - d. GIS integration with metering data,
 - e. SCADA integration with metering data,
 - f. AutoCAD and ESRI maps
 - g. Data to be presented on a dynamic map interface (ESRI-Connector)

ATTACHMENT B: SCOPE OF SERVICES

The scope of work for this RFP is outlined in two Phases. During Phase A, the selected Consultant(s) will provide educational workshop to participants regarding the state of the marketplace. Consultant(s) will be working on two separate tasks of developing specifications for CIS and MDM systems requirements for each of the participating Members. Consultants are free to submit separate or combined proposals for each of the two tasks contemplated in Phase A. Detailed cost proposal will be required for completing Phase A. Phase A is anticipated to be completed within 6-12 months of Agreement commencement.

Upon Completion of Phase A, Members will decide whether to proceed with Phase B. Phase B may, at utilities' option, take up to five additional years. Consultants are requested to provide draft proposals for each of the three tasks identified in this phase and associated estimates of cost. Consultants are free to suggest other innovative approaches to undertake tasks related to Phase B. NCPA and Members acknowledge costs proposals related to Phase B may not be definitive but more of an indicative range.

Outlined below are the descriptions of tasks related to Phase A and Phase B.

Phase A: Specifications and Requirements Development for CIS and MDM

During Phase A, Consultant(s) shall develop detailed CIS and MDM system specifications that meet individual Member needs (see Attachment A). It is anticipated these tasks will require the selected Consultant to interview utility Member staff and City IT staff and review documentation of current systems to develop the required work product. The work product shall have sufficient detail and meet industry standards such that it could be included as part of a competitive vendor solicitation document. The work product shall be developed in a manner to:

- a) Avoid ambiguity of Member requirements for the systems integrators and vendors,
- b) Facilitate clear response to the RFP,
- c) Provide the basis for vendor response evaluation,
- d) Facilitate Agreement negotiation with selected systems integrators and vendors,

Task A1: Informational Workshop

Provide educational workshop to Members regarding the state of the marketplace for each of the CIS and MDM enterprise functions, emerging trends in the industry, as well as hosting potential vendor solutions for each of these respective areas.

Topics to cover in workshop include:

- a) Discussion of various available technological platform options used for CIS and MDM solutions and their respective strengths and weaknesses,
- b) Discussion of the dominant trends in the market place for new/billing /CIS solutions,
- c) Discussion of the key utility CIS upgrades, and how do they differ by utility type and region,
- d) Discussion of the key barriers to the market for new billing and CIS solutions,
- e) Discussion of how large the market for CIS software and service expected to be in the future,
- f) Discussion of how the utility's CIS plays in its broader market strategy, and what the integration requirements with other utility's IT systems.

Task A2: Developing Specifications for Customer Information System (CIS)

NCPA's goal is to obtain assistance from a professional(s) who has a thorough understanding of the municipal utility operations, especially in the California market, and extensive CIS functionality experience, with strong technical knowledge regarding systems offered by vendors and integrators. The Consultant should also have extensive knowledge of CIS and associated municipal utility IT systems.

Consultants responding to this RFP are required to address a number of aspects, including but not limited to the following:

- a) Develop CIS specifications and requirements to meet each individual Member's operational needs for the future. Functionality needs may include:

- Billing and Invoicing
 - Customer Service and Customer Relationship Management
 - Metering
 - Financial Agreement Accounts
 - Collections
 - E-Business (customer portal, mobile optimization, payment)
 - Work Management
 - Reporting
- b) Recommendations for current and future functionality needs for CIS and associated systems,
- c) Relative merits of hosted solutions versus systems implemented and maintained on-site; hardware, software and network resources required to support the recommended functionality,
- d) IT staff resources needed to support and maintain the CIS for hosted as well as on-site solutions,
- e) Additional resources needed to support and maintain CIS,
- f) Develop reports detailing technical requirements related to the operation and/or integration of CIS,
- g) The interface work, if necessary, to integrate the CIS system with ERP and other systems,
- h) Provide documentation of all aspects of the operation of the CIS programs, including but not limited to invoicing, project accounting, and risk management; project meeting agendas, meeting minutes, and action item lists.

Task A3: Develop Specifications for Meter Data Management (MDM) System

The Members' goal is to implement a Smart Grid that improves organizational efficiency and effectiveness in managing electricity, water and natural gas serving customers, while meeting

regulatory requirements. This includes customers having access to greater levels of information on their utility use, cost, and retail rate options.

Consultants responding to this RFP are required to address a number of aspects, including but not limited to the following:

- a) Develop MDM specifications and requirements to meet each individual Member's operational needs for the future,
- b) Compatibility of MDM with existing Member systems, current capabilities and considerations for future expansion,
- c) Compatibility with CIS to enable customer response during peak periods and help manage loads, including Home Area Network (HAN), in-home thermostats (IHTs) with informational displays, in-home displays (IHDs), and air conditioning (AC) and water heater control switches,
- d) Enable functionalities related to remote meter disconnect, tampering alerts, water and gas leakage detection (utility dependent), voltage sensing and related alerts, outage notification, facilitating the implementation of conservation voltage regulation and other distribution system optimization functions, remote access to upgrade electric meter firmware and programs (for AMI meters having that capability), etc.,
- e) Recommendations for current and future functionality needs for the MDM system,
- f) Recommendations for flexible and robust technology that will take the Members well into the future and not become prematurely obsolete,
- g) Assisting with RFP development for the MDM system for Members,
- h) Security enhancements and security considerations (cyber-security and physical security).

Task A4: Other Member Specific Consulting Needs

Individual members have unique needs for additional consulting assistance, as outlined in Attachment A. In addition to AMI implementation related tasks, these may also include other

utility systems evaluation and implementation. The cost and detailed scope of this task will be determined in consultation with each Member, upon short-listing of the Consultant(s).

Phase B: Procurement and implementation of CIS, MDM, AMI and related Utility systems

In this phase consulting help may be sought for the three tasks identified below:

Task B1: Assist in Preparation of Procurement Documentation and Evaluate Proposals

Assist in preparing the procurement document and help evaluate vendor proposals for identified utility systems.

Task B2: Assist in Agreement Negotiations

Assist in negotiating and finalizing procurement and implementation Agreements with vendors.

Task B3: Consultant Roles

Assist in performing project manager and associate role on behalf of Members to ensure such systems are implemented by contracted vendor(s) to meet contractual requirements and meet individual Member organizational needs.

ATTACHMENT C: CONSULTANT INFORMATION FORM

CONSULTANT

Name of Business

Contact Name & Title

Street Address

City State Zip

Phone Email

Type of Organization:

Sole Proprietorship Partnership Corporation

ADDENDA

To assure that all Consultants have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the Proposal.

Addendum number(s) received: 1; 2; 3; 4; 5; 6;

Or, No Addendum/Addenda Were Received (check and initial).

SIGNATURE

By signing below, the submission of a proposal shall be deemed a representation and certification by the Consultant they have investigated all aspects of the RFP, they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, they have read and understand the RFP, and agree their proposal will remain firm for a period of up to 90 days in order to allow NCPA adequate time to evaluate the qualifications submitted.

No request for modification of the proposal shall be considered after its submission on the grounds that the Consultant was not fully informed as to any fact or condition.

1. If Consultant is a **SOLE PROPRIETORSHIP**, sign here

Date: _____

Consultant's Signature

Consultant's typed name and title

2. If Consultant is **PARTNERSHIP**, at least two (2) Partners shall sign here:

Partnership Name (type or print)

Date: _____

Partner Signature

Date: _____

Partner Signature

3. If Consultant is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

_____ and _____
Signature Title

Of the CORPORATION named below; the authorized officer(s) is designated to sign the Consultant Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date _____

Title: _____

ATTACHMENT D: CERTIFICATE OF NONDISCRIMINATION

As suppliers of good or services to the Members of NCPA, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, weight or height of such person; they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

1. If Consultant is an **INDIVIDUAL**, sign here:

Date: _____
_____ Consultant's Signature
_____ Consultant's Name and Title (printed)

2. If Consultant is a **PARTNERSHIP** or **JOINT VENTURE**, at least (2) Partners or each of the Joint Ventures shall sign here:

Partnership or Joint Venture Name (type and print)
Date: _____
_____ Member of the Partnership or Joint Venture signature
Date: _____
_____ Member of the Partnership or Joint Venture signature

3. If Consultant is a **CORPORATION**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____
Title Title

Of the CORPORATION named below; the authorized officer(s) is designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date _____

Title: _____

ATTACHMENT E: SAMPLE CONSULTING SERVICES AGREEMENT

CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND

This Agreement for consulting services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and _____, a _____ [sole proprietorship, partnership, corporation] with its office located at _____ ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2015 ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

1.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than one (1) year from the date this Agreement was signed by Agency, whichever is shorter.

1.2 Standard of Performance. Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** _____ dollars (\$_____) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Attachment F. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and sub-contractor of Consultant performing services hereunder; and
- At Agency's option, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

- 2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Agreement Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
- 4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 4.3 Professional Liability Insurance.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim.
- 4.4 All Policies Requirements.**
- 4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance

provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.4.2 Notice of Reduction in or Cancellation of Coverage. Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 Higher Limits. If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Waiver of Subrogation. Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and sub-contractors.

4.6 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its respective members, officials, commissioners, officers, employees, and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement.

Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and sub-contractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and sub-contractors of Consultant.

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Sub-contracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not sub-contract any portion of the performance contemplated and provided for herein, other than to the sub-contractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work sub-contracted by

Consultant in performing the services and shall be responsible for all work performed by a sub-contractor as if Consultant itself had performed such work. The sub-contracting of any work to sub-contractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all sub-contractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Consultant shall, at the same time it executes this Agreement, execute Exhibit C.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and its sub-contractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and sub-contractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Work Requiring Payment of Prevailing Wages.** If applicable, in accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.3 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.

8.4 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.4.3 Retain a different Consultant to complete the Services not finished by Consultant; and/or

8.4.4 Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 Consultant's Books and Records. Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the

State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, Consultants, contractors, sub-contractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, Consultants, contractors and sub-contractors who have a need to know in connection with this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 Contract Administrator. This Agreement shall be administered by Donna Stevener, Assistant General Manager, or her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

10.8 Notices. Any written notice to Consultant shall be sent to:

CONSULTANT'S NAME:
ADDRESS:

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

10.9 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's Proposal, the Exhibits shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

CONSULTANT

Date_____

Date_____

RANDY S. HOWARD, General Manager

CONSULTANT NAME:
TITLE:

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

ATTACHMENT F: COST OF PROPOSAL

IMPORTANT NOTE: Consultant must provide each participant with the cost of services described in the scope of work.

A template for cost is provided below.

PHASE A

| Deliverables | Description | Est. Hours | Hourly Rate | Extended Rate |
|---|---|-------------------|--------------------|----------------------|
| Task A1 | Provide educational workshop to participants regarding the state of the marketplace | | \$ | \$ |
| Task A2 | A report providing specifications for CIS development, analyzing costs and benefits of implementation for each Member’s needs. | | \$ | \$ |
| Task A3 | A report providing specifications for MDM system development, analyzing costs and benefits of implementation for each Member’s needs. | | \$ | \$ |
| Task A4 | | | | |
| TOTAL NOT TO EXCEED (For Tasks A1,A2 & A3) | | | \$ | |

ADDITIONAL COST OF PHASE A

PHASE B

| Deliverables | Description | Est. Hours | Hourly Rate | Extended Rate |
|---|--|-------------------|--------------------|----------------------|
| Task B1 | Preparing the procurement document and helping evaluate vendor proposals. | | \$ | \$ |
| Task B2 | Negotiating and finalizing procurement and implementation Agreements with vendors. | | \$ | \$ |
| Task B3 | Implementing systems by contracted vendor(s) to meet contractual requirements and meet individual Member organizational needs. | | | \$ |
| TOTAL NOT TO EXCEED (For Tasks B1,B2 & B3) | | \$ | | |

ADDITIONAL COST OF PHASE B