

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 16-CCA-1

for

**Alameda County Community Choice Aggregation /
East Bay Community Energy: Multi-Service Technical and
Administrative Tasks for Joint Powers Authority Initialization
and Service Delivery**

For complete information regarding this project, see RFP posted at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the County representative listed below. Thank you for your interest!

Contact Person: Bruce Jensen

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RESPONSE DUE

by

2:00 p.m.

on

December 14, 2016

at

**Alameda County, CDA-Planning
224 West Winton Avenue, Suite 111
Hayward, CA 94544**

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 16-CCA-1 SPECIFICATIONS, TERMS & CONDITIONS

for

Alameda County Community Choice Aggregation / East Bay Community Energy: Multi-Service Technical and Administrative Tasks for Joint Powers Authority Initialization and Service Delivery

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I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe support for three sets of services: 1) Technical and Energy services, 2) Community Outreach, Marketing and Customer Notification, and 3) Data Management/Call Center services, in order to prepare for East Bay Community Energy program launch including Joint Powers Authority initialization and subsequent electric energy procurement and service delivery. The County intends to award one or more contracts (ranging from 1 to 3 years with option to renew depending on the task) to the bidder(s) selected as the most optimal bidder(s) or team of bidders whose response conforms to the Request for Proposal (RFP) and meets the County's requirements.

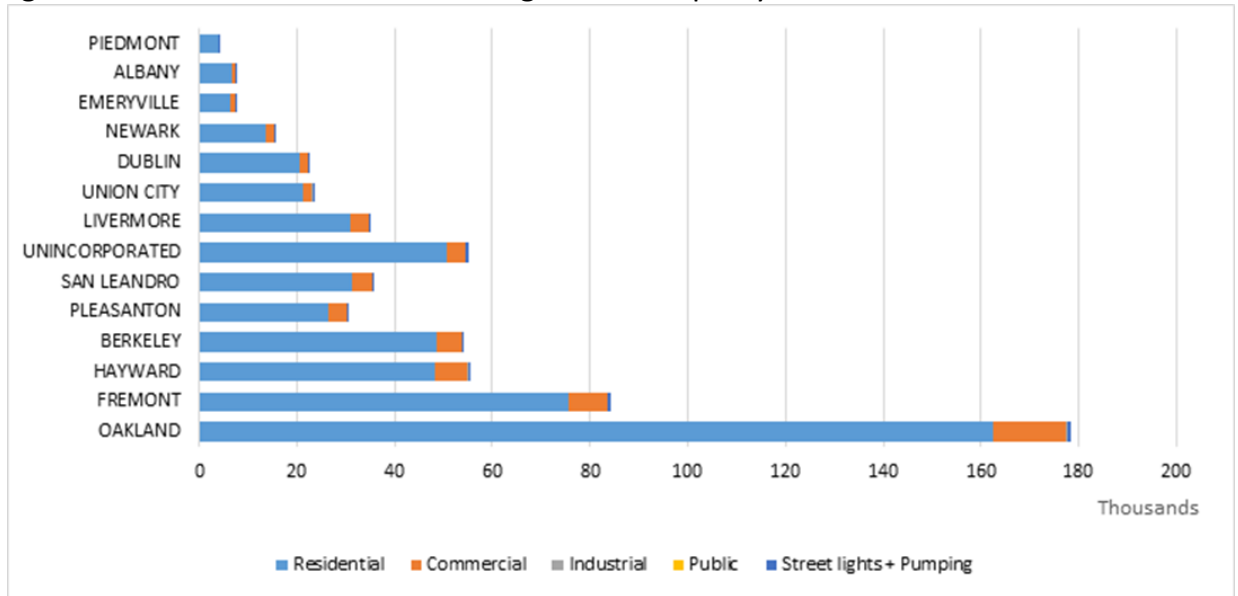
B. SCOPE AND BACKGROUND

Alameda County is progressing towards implementing a Community Choice Aggregation (CCA) program, East Bay Community Energy (EBCE). The County is seeking support for three sets of services in order to prepare for program launch: 1) Technical and Energy services, 2) Community Outreach, Marketing and Customer Notification, and 3) Data Management/Call Center services. To date, the County has completed a technical study, which has demonstrated that the CCA can meet the County's threshold environmental and economic goals which include among others competitive electric rates, greenhouse gas reductions, higher renewable content than the incumbent utility, and local economic benefits. In addition, the County and all of the cities eligible to join the CCA are currently negotiating a Joint Powers Agreement. Given this progress, the County is now ready to seek additional vendor services to move the program into full implementation.

The County has divided this RFP into three categories of services. Respondents can bid on one or more of these categories but are asked to be specific about the budget and compensation model they propose including budgets broken down by task and specific fee levels. Respondents may also propose consulting fees for one phase and management fees for another. In any case, respondents should describe specific experience, qualifications, and organizational capacity to perform these functions. For additional information on qualifications and bid evaluation please see Sections C and D of this RFP.

Program Size: East Bay Community Energy is currently being sponsored by the County of Alameda and will be made available to customers in the unincorporated County all of its incorporated cities, except Alameda, which has its own public utility. Although the County does not yet know exactly which cities will be participating, it is anticipated to be a substantial portion of the load represented below.

Figure 1: Number of Accounts Per Eligible Municipality



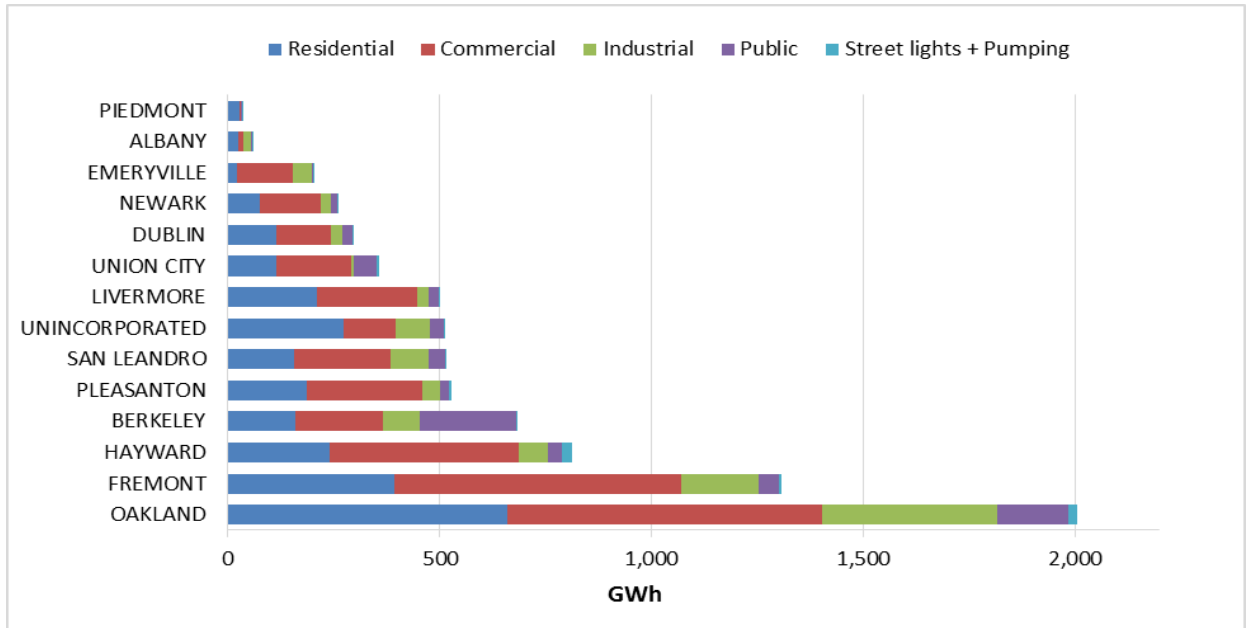
For purposes of this RFP and budget estimates, respondents should assume all of the cities will participate and all of the eligible load will be included into the program. More detailed information is provided in the initial technical study conducted by MRW and Associates¹. The County will know with certainty which cities (and their corresponding # of accounts and load) will be participating by the end of November/early December 2016. Final work scopes, timeline and budgets will be determined at that time and may thus be scaled back if not all cities decide to join the program at the end of 2016.

Service Category 1: Technical & Energy Services

While Alameda County has completed the initial CCA technical study, additional technical and energy-related services are needed to support the County’s efforts to bring EBCE to launch and into early operations.

Figure 2: Annual Gigawatt-hours Load Per Eligible Municipality

¹ Study can be found at https://www.acgov.org/cda/planning/cca/draft_rfp.htm.



Service Category 2: Community Outreach, Marketing and Customer Notification:

The selected firm will develop, design and implement a multi-faceted plan for building program awareness, engaging potential EBCE customers prior to launch, supporting the Agency’s website and design needs, and participating in customer notification/enrollments in collaboration with EBCE staff and vendors.

Service Category 3: Data Management and Call Center Services:

The selected firm(s) should also carry out all tasks related to the data management function of the program, as well as setting up the call center, which will have to occur prior to launch. The detailed requested services are described below.

C. BIDDER QUALIFICATIONS

Qualifications: Technical and Energy Services

- Bidder shall demonstrate direct experience within and understand the California energy and electrical markets, including relevant legislation and regulations applicable to CCA and its major participants, investor owned utilities, CA Independent System Operator (CAISO), energy service providers and independent power producers, California Public Utilities Commission (CPUC), and other key market players.

- Bidder shall demonstrate and have participated in all tasks involved in the CCA formation and launch process including statutory and regulatory requirements, and best practices. Preference will be given to bidders that can demonstrate experience in preparing, drafting and securing CPUC certification of a CCA Implementation Plan, as well as all other statutory documents required for CCA launch.
- Bidder shall demonstrate experience in resource planning and energy procurement, including preparation of all RFP documentation necessary to solicit and evaluate proposals from energy service providers and independent power producers. Preference will be given to bidders that have successfully led the initial power procurement process for an existing or emerging CCA. Bidders should be able to draft the solicitation for the initial Energy Service Provider (ESP), incorporating all the fundamental goals of the program, as well as direction from the CCA Board of Directors. Bidders will assist the CCA staff and CCA board in negotiating the final supply contract(s), as well as other energy supply and vendor contracts as appropriate.
- Bidder shall demonstrate experience in development of integrated resource plans that incorporate energy efficiency and demand reduction. Strong preference will also be given to bidders that demonstrate experience in the design of local renewable energy projects and local energy plans – particularly the role of distributed generation projects in local energy planning and development.
- Bidder shall demonstrate experience in rate setting and design and sensitivity analysis, with preference going to bidders that have actually designed tariff structures for all rate classes in a CCA, as well as the design of net energy metering and feed-in tariff rates.
- Bidder shall demonstrate the ability to prepare and conduct financial analysis of the CCA, including the first year budget requirements and a financial pro forma to the level of detail needed to obtain bank financing. Preference will be given to bidders that have experience with the financial documentation required to secure the necessary capital to carry through CCA launch – and help negotiate directly with financial institutions.
- Bidder shall demonstrate knowledge of all aspects of pre-launch CCA requirements, including but not limited to: CAISO registration and deposit, Pacific Gas & Electric Co. (PG&E) service agreement and security deposit, Bond posting, and required regulatory compliance reporting and information for customer noticing.

Qualifications: Community Outreach, Marketing and Customer Notification

- Bidder shall demonstrate expertise and solid track record with graphic design, web design and public communications campaigns of this size, scope and complexity
- Preference will be given to bidders with previous experience working in the energy field and/or for a community choice energy program that has already launched
- Bidder shall demonstrate experience with effective use of digital, video-based and social media as well as more traditional methods of print, radio and television media
- Bidder shall demonstrate experience with multi-cultural communications campaigns and translation
- Bidder shall have experience with content development, design and management of direct mail on specific timelines
- Experience working with Bay Area and East Bay press outlets, print shops and mailhouses is desirable.

Qualifications: Data Management and Call Center Services

- Bidder shall demonstrate expertise and a solid track record with all aspects of the scope of services including electronic exchange data services, customer relationship management, customer information systems, billing management, customer account switching, and call center management.
- Bidder shall have at least **four years'** experience managing successful call centers including operator training, providing service in multiple languages, troubleshooting, reporting, and a track record of positive customer service and feedback.
- Bidder shall demonstrate experience working with PG&E and other relevant partners on long-term projects of similar scope and complexity
- Bidder shall demonstrate experience with report design and management for Western Renewable Energy Generation Information System (WREGIS) and other required entities
- Preference will be given to bidders with previous experience working in the energy field, with Direct Access or existing CCA programs

Qualifications: All Bidders

- Bidder shall possess all licenses and professional credentials relevant to performing services as specified under this RFP.
- For all tasks specified in the Scope of Work and those not expressly addressed above, Bidders should demonstrate their qualifications in providing similar services to similar entities (i.e., other CCA programs and/or Direct Access customers).

D. SPECIFIC REQUIREMENTS

Service Category 1: Technical & Energy Services:

Tasks in this area include but are not limited to:

1. Serve as an expert resource to County staff, elected officials and the EBCE Board on matters related to energy markets, power procurement/contracting, State energy requirements and regulations, rate design, budgeting, regulatory registrations, and CAISO matters.
2. Working with County staff as well as the EBCE Board, finalize desired power supply mix and draft RFP [DELIVERABLE] for wholesale energy procurement through a single or multiple energy service providers (ESP) and CAISO scheduling services. ESP services will include wholesale energy supply sufficient to meet all needs of CCA customers (energy, resource adequacy, Renewable Energy Portfolio (RPS) compliance), as well as schedule coordination services with the CAISO. Assist in bid evaluation, negotiations and contracting.
3. Develop master Power Purchase Agreement (PPA) [DELIVERABLES] for one or more power suppliers; assist senior staff in overseeing power negotiations and contracting (NOTE: timing of bilateral PPAs will be determined by the Board and may take place well after launch).
4. Recommend customer phasing schedule based on EBCE program economics, organizational capacity and availability of credit for power purchases.

5. Refine operating budget based on final list of EBCE members, number of estimated accounts, and load requirements [DELIVERABLE – ONGOING].

6. Prepare EBCE’s Implementation Plan [DELIVERABLE] for certification by the California Public Utilities Commission (CPUC) and address any questions the CPUC or others may have. The Plan will include the following:
 - a. Process and consequences of aggregation
 - b. Organizational structure of the program, its operations and funding
 - c. Rate setting and other costs to participants
 - d. Disclosure and due process in setting rates and allocating costs among participants
 - e. Methods for entering and terminating agreements with other entities
 - f. Participant rights and responsibilities
 - g. Termination of the program
 - h. Description of third parties that will be supplying electricity under the program, including information about financial, technical and operational capabilities

The Implementation Plan must also include a statement of intent indicating that the program must provide universal access, reliability and equitable treatment of all classes of customers, and to meet any other requirements established by State law or by the CPUC.²

7. Assist as needed with program financing and solicitation of banking services based on projected operating revenues, financial analysis and customer enrollment schedule. The Consultant will review and amend as appropriate the Pro-Forma analysis [DELIVERABLE - ONGOING] developed for the technical study and participate in discussions with financial institutions as the County/EBCE seeks working capital to fund final tasks prior to launch including procurement of initial power requirements and required deposits. The Consultant will assist the County and JPA in providing the financial analysis needed to secure bank or other third-party financing.

8. Prepare tariff schedule and rate recommendations [DELIVERABLE] for two power supply options (e.g. default product at 50% renewable and voluntary product at

² Section 366.2 of the Public Utilities Code specifies that to form a CCA, there must be a local ordinance approved by the entity proposing the CCA, followed by the preparation of an implementation plan, which must contain specific elements outlined in the statute. After the implementation plan is approved, the CCA registers with the CPUC and provides an executed copy of the services agreement between the CCA and the utility that covers the services to be provided by the utility (eg: billing).

100% renewable) and design tariffs for ancillary programs such as net energy metering, community solar and/or local feed in tariff. The rate design should include recovery of all expenses and targeted reserves or coverage requirements set forth in bond covenants or other debt-service requirements. Rate design will likely follow PG&E's tariff structure at the outset to ensure ease in rate comparison by customer class. Included in the rate structure should be consideration of policies that further encourage renewable energy development, including but not limited to:

- a. A feed-in-tariff program to incentivize renewable energy projects within the CCA service territory;
 - b. A net energy metering tariff that encourages solar installation on the customer side of the meter; and
 - c. A 100% renewable, opt-in choice. Customers will be offered a 100% renewable energy option at a premium price, based on the costs of 100% renewable supply.
9. Address PG&E, CPUC and CA Independent System Operator agreements and registrations including: CAISO registration and deposit, PG&E service agreement and security deposit, Bond posting, and required regulatory compliance reporting and information for customer noticing
 10. Develop integrated resource plan and complete related regulatory reporting [DELIVERABLES]
 11. Be available for City/County and EBCE Board presentations, weekly planning calls, meetings with PG&E, and other necessary meetings to complete all energy/procurement and rate-related tasks in bringing the program to successful launch and into early operations.

Service Category 2: Community Outreach, Marketing and Customer Notification:

Tasks in this service category include but are not limited to the following:

1. Program Branding, Design, Identity:

- a. Working with existing program name and logo, develop brand refinements/style guides, and create sub-brand names/logos for different product offerings and programs [DELIVERABLES]
 - b. Create a multi-functional, multi-lingual website that includes a rate calculator and ability to opt-out of the program [DELIVERABLE]
 - c. Develop/update program collateral including FAQs, program brochure, fact sheets and power point template [DELIVERABLES]
 - d. Develop short informational video for website, social media and use at community meetings [DELIVERABLE]
2. Community Outreach/Stakeholder Engagement: (throughout)
- a. Work with the County, cities and EBCE member jurisdictions to support local stakeholder and public outreach which could include: 1:1 meetings with key stakeholder groups, public workshops/webinars, local presentations, event tabling, newsletter articles, etc.
 - b. Refine/expand use of e-newsletters and info blasts to EBCE list-serve and other local communication outlets
 - c. Support efforts to train/partner with local advocates to augment staff's efforts at local community events
3. Pre-Launch Marketing Campaign (begins 60 days prior to first notification):
- a. Develop County-wide, multi-lingual and multi-cultural advertising campaign [DELIVERABLE] to raise public awareness of EBCE and its offerings; this will include both paid and earned media, print and digital, in a variety of mediums which could include newspapers, on-line ads, radio spots, billboards, bus backs/bus shelters, etc.
 - b. Handle press outreach - schedule editorial board meetings, draft press releases, op-eds and news articles.
 - c. Establish a social media presence [DELIVERABLE] on Facebook, Twitter, Next Door, et al.
4. Customer Notification (begins 90 days prior to program launch)
- a. Coordinate with EBCE staff and the selected data manager to design four/five opt-out notices [DELIVERABLE] (two prior to launch and two after) to customers in each phase, starting three months prior to the beginning of each phase. Customer notifications will be in the form of

postcards and letters and will be tailored to certain customer classes. It will be the Consultant's responsibility to handle design, content coordination, printing and working with designated mailhouse on all customer opt-out notices.³

- b. Work with designated call center vendor and EBCE on call center scripting and integration of opt-out capability on the website.

The marketing and communications consultant(s) should be available for regular planning calls and presentations to the EBCE Board as may be needed. It should prepare a proposed communications and outreach plan appropriate to the demographics of Alameda County and include a detailed set of deliverables, timeline and estimated budget. The final scope, deliverables and budget will be agreed upon in discussions with County staff and others on the selection team.

Service Category 3: Data Management and Call Center Services:

The detailed requested services are described below.

1. Electronic Data Exchange Services:
 - a. Process CCA Service Requests (CCASRs) from/to PG&E which specify the changes to a customer's choice of services such as enrollment in CCA programs, customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
 - b. Obtain all customer usage data from PG&E's Metered Data Management Agent (MDMA) server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
 - c. Maintain and communicate the amount to be billed by PG&E for services provided by EBCE (810 Electronic Data Interchange Files).
 - d. Receive and maintain all data related to payment transactions toward CCA Electronic Data Interchange Files).
 - e. Process CCASRs with PG&E when customer status changes.
 - f. Provider shall participate in the Customer Data Acquisition Program (CDA) beta testing for SmartMeter data sharing as EBCE's Data Manager.

³ Since the County does not know the exact phasing of customers, Consultant should assume 200,000 accounts in the first phase of enrollment.

2. Qualified Reporting Entity (QRE) Services:

- a. Consistent with terms and conditions included in the Qualified Reporting Entity (QRE) Services Agreement(s) between EBCE and Data Management Provider, serve as QRE for certain locally situated, small-scale renewable generators supplying electric energy to EBCE through its feed-in tariff (FIT).
- b. Submit a monthly generation extract file to Western Renewable Energy Generation Information System (WREGIS) [DELIVERABLES] on EBCE's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
- c. Provider shall receive applicable electric meter data from PG&E for EBCE FIT projects, consistent with PG&E's applicable meter servicing agreement, and shall provide such data to EBCE for purposes of performance tracking and invoice creation.

3. Customer Information System:

- a. Maintain an accurate database [DELIVERABLE] of all eligible accounts who are located in the EBCE service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer EBCE as mutually agreed to by parties from time to time.
- b. Allow EBCE to have functional access to the online database to add customer interactions and other account notes.
- c. Allow EBCE to view customer email or written letter correspondence within online database.
- d. Maintain and provide as-needed historical usage data [DELIVERABLE] on all customers for a time period equal to the lesser of either (a) the start of customer service to present or (b) five years.
- e. Until a cloud-based storage solutions for SmartMeter historical usage data is implemented, Provider will store SmartMeter historical usage data, as received by the Metered Data Management Agent (MDMA), for a 48 hour window.
- f. Maintain viewing access, available to appropriate EBCE staff, to view PG&E bills for EBCE customers, including supporting the intuitive parsing and labeling of PG&E provided files. Maintain accessible archive of billing

records for all EBCE customers from the start of EBCE Service or a period of no less than five years.

- g. Maintain and communicate as needed record of customers who have been offered service with EBCE but have elected to opt out, either before or after starting service with EBCE.
- h. Maintain and communicate as needed records of Net Energy Metering credits and generation data for customers to be posted on bill and settled annually.
- i. When requested by EBCE, place program charges on the relevant customer account, identified by Service Agreement ID (SAID).
- j. Identify customers participating in various EBCE programs in database.
- k. Include various program payment information in all relevant reports.
- l. Perform quarterly EBCE program reviews to assess appropriate customer charge level.
- m. Maintain all customer data [DELIVERABLE] according to EBCE's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
- n. Maintain a Data Management Provider Security Breach Policy.

4. Customer Call Center:

- a. Provide professional Interactive Voice Response (IVR) recordings for CCA customer call center.
- b. Provide option for IVR self-service and track how many customers start and complete self-service options without live-agent assistance.
- c. Staff a call center [DELIVERABLE], during any CCA Statutory Enrollment Period, 24 hours a day 7 days a week to process opt out requests.
- d. Staff a call center [DELIVERABLE] during Non-Enrollment Period between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding EBCE and PG&E holidays.
- e. Provide sufficient call center staffing to meet the requirements set forth herein, including designating EBCE specific agents to the extent needed to provide for full functionality.
- f. Provide sufficient number of Data Manager Experts available to manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding EBCE and PG&E holidays ("Regular Business Hours").
- g. Ensure that a minimum of 75% of all calls will be answered within 20 seconds during Non-Enrollment Periods.

- h. 100% of voicemail messages answered within one (1) business day.
- i. 100% of emails receive an immediate automated acknowledgement.
- j. 95% of emails receive a customized response within one (1) business day.
- k. 100% of emails receive a customized response within three (3) business days.
- l. Achieve a no greater than 10% abandon rate for all Non-Enrollment Period calls.
- m. Provide callers with the estimated hold time, if applicable. Provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer.
- n. Record all inbound calls and make recordings available to EBCE staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.
- o. Track call center contact quality with criteria including:
 - (1) Use of appropriate greetings and other call center scripts
 - (2) Courtesy and professionalism
 - (3) Capturing key customer data
 - (4) Providing customers with correct and relevant information
 - (5) First-contact resolution
 - (6) Accuracy in data entry and call coding
 - (7) Grammar and spelling in text communication (email and chat)
- p. Evaluate customer satisfaction through voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.
- q. Respond to customer emails.
- r. Receive calls from EBCE customers referred to Provider by PG&E and receive calls from EBCE customers choosing to contact Provider directly without referral from PG&E.
- s. Provide the call center number on PG&E invoice allowing EBCE customers to contact the call center. Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
- t. Collect permission (via voice recording, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.
- u. Respond to telephone inquiries from EBCE customers using a script developed and updated quarterly by EBCE. For questions not addressed within the script, refer inquiries either back to PG&E or to EBCE.

Respond to customer inquiries within 24 hours, excluding weekends and holidays, including inquiries received either through telephone calls, email, fax or web-portal.

Offer bi-annual cross training to PG&E call center in coordination with EBCE.

- v. Ensure monthly status reports are provided during the first week of each month [DELIVERABLES].
Provide weekly status reports during Statutory Enrollment Periods [DELIVERABLES].
- w. Use commercially reasonable efforts to make Spanish speaking call center staff available to customers during Regular Business Hours.
- x. Provide translation services for inbound calls for English and four other languages, to be determined in consultation with the County.
- y. Create and maintain forms for the EBCE website [DELIVERABLE] so that customers may change their account status to enroll or opt out of various EBCE programs.
- z. Host EBCE meetings with call center management and representatives on a monthly basis.

5. Billing Administration:

- a. Maintain a table of rate schedules offered by EBCE to its customers.
- b. Send certain EBCE program charges for non- EBCE customers, when supported by PG&E, based on information provided to Provider by EBCE.
- c. Send certain EBCE program charges as a separate line item to PG&E for placement on monthly bill during term of repayment.
- d. Apply PG&E account usage for all EBCE customers against applicable rate to allow for customer billing.
- e. Review application of EBCE rates to PG&E accounts to ensure that the proper rates are applied to the accounts.
- f. Timely submit billing information for each customer to PG&E to meet PG&E's billing window.
- g. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.
- h. Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to CCA designated printer [DELIVERABLE].

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- i. Provide customer mailing list to EBCE designated printer [DELIVERABLE] for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
- j. Send an EBCE provided letter to customers that are overdue. If no payment is received from the customer after a certain amount of time, issue a CCASR to return customer to PG&E.

6. Reporting:

Report [DELIVERABLES]	Frequency	Delivery Method
Aging	Weekly, Monthly	SFTP
Call Center Statistics	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
County Invoice Summary Reports	Monthly	SFTP
Days To Invoice	Weekly, Monthly	SFTP
Program Opt Up with Address	Weekly, Monthly	SFTP
Utility User Tax (UUT) where applicable	Monthly	Email
Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report – Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

Provider shall also assist EBCE, as needed, in compiling various customer sales and usage statistics that may be necessary to facilitate EBCE’s completion of requisite external reporting activities. Such statistics will likely include annual retail sales statistics for

EBCE customers, including year-end customer counts and retail electricity sales (expressed in kilowatt hours) for each retail service option offered by EBCE.

7. Settlement Quality Meter Data:

- a. Provider shall provide EBCE or EBCE’s designated Scheduling Coordinator (SC) with Settlement Quality Meter Data (SQMD) as required from SC’s by the California Independent System Operator (CAISO).
- b. Upon EBCE’s request, Provider shall submit the SQMD directly to the CAISO on behalf of EBCE or EBCE’s designated SC.

E. DELIVERABLES / REPORTS

Refer to Section D, Specific Requirements, above. All deliverables are identified there.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	October 24, 2016	
Written Questions Due	by 5:00 p.m. on November 7, 2016	
Networking/Bidders Conference #1 (Online conference option enabled for remote participation)	November 9, 2016 @ 10:00 am	at: Alameda County Community Development Agency 224 W. Winton Avenue, Room 160 (Public Hearing Room) Hayward, CA 94544 Call – in: 1-866-590-5055 Participant Code – 580137#
Networking/Bidders Conference #2 (Online conference option enabled for remote participation)	November 9, 2016 @ 2:00 pm	at: Alameda County Community Development Agency 224 W. Winton Avenue, Room 160 (Public Hearing Room) Hayward, CA 94544 Call – in: 1-866-590-5055 Participant Code – 580137#
Addendum Issued	November 29, 2016	

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Response Due	by 2:00 p.m. on December 14, 2016
Evaluation Period	December 14 – December 23, 2016
Vendor Interviews	January 3 - 10, 2016
Board Letter Recommending Award Issued	January 20, 2016
Board Consideration Award Date	January 31, 2017 (2017 Board Schedule TBD)
Contract Start Date	February 1, 2017

Note: Award and start dates are approximate.

F. NETWORKING / BIDDERS CONFERENCES

1. Bidders conference will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
 - b. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFP.

2. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/bidders conference(s).

3. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA / SELECTION COMMITTEE

In addition to the aforementioned minimum proposal requirements, all of which are mandatory, bids will be evaluated based on the following non-exhaustive list of criteria:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- Ability to meet any required timelines or other requirements
- Compliance with Alameda County's / EBCE's RFP and contractual requirements
- History of successfully performing services for public and/or private agencies and other CCA's;
- Financial viability of the respondent;
- Cost to with Alameda County / EBCE for the services identified in this RFP;
- Proposed approach, including a clearly demonstrated understanding of the intended scope of services to be provided;
- Existence of and circumstances surrounding any claims and violations against the respondent, its representatives and/or partners; and
- Pertinent references

Alameda County / EBCE reserves the right to consider factors other than those specified above and to request additional information from any/all respondents as part of the selection process. Through issuance of this RFP, Alameda County / EBCE makes no commitment to any bidder and provides no guarantee that a contract will be awarded.

Alameda County / EBCE reserves the right to discontinue this RFP process at any time for any reason.

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in CCA Technical & Energy Services, Community Outreach, Marketing and Customer Notification, and Data Management and Call Center services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the Community Development Agency – Planning department only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension. As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material

needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 154 points, including the possible 14 points for local and small, local and emerging, or local preference points (maximum 10% of final score).

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

If the two-stage approach is used, the three (3) bidders receiving the highest preliminary scores in each category and for each task and with at least 60 points will be invited to an oral presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item

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		with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
	<p>Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov.</p>	Pass/Fail
B.	<p>Technical Criteria In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:</p> <ol style="list-style-type: none"> Bidder shall demonstrate direct experience within and understand the California energy and electrical markets, including relevant legislation and regulations applicable to CCA and its major participants –investor owned utilities, CA 	20 Points

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	<p>Independent System Operator, energy service providers and independent power producers, California Public Utilities Commission, and other key market players.</p> <ol style="list-style-type: none"> 2. Bidder shall demonstrate an understanding of CCA in California including - statutory and regulatory requirements, and best practices. Bidder shall have experience in customer data requests and analysis. 3. Bidder shall demonstrate experience in resource planning and energy procurement 4. Bidder shall demonstrate experience in rate setting/ design and sensitivity analysis, including anticipated rate impacts related to varying levels of renewable energy procurement and local renewable project/Program development as well as energy efficiency and demand reduction Program implementation. 5. Bidder shall demonstrate experience in California energy compliance reporting as it relates to CCA. 6. Bidder shall possess all licenses and professional credentials relevant to performing services as specified under this RFP. 7. Bidder or Bidder team shall demonstrate experience analyzing construction labor markets as they relate to the labor and clean energy goals of the CCA. 	
<p>C.</p>	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost. While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); <p>and</p>	<p style="text-align: right;">15 Points</p>

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	<p>3. Affordability (i.e., the ability of the County to finance the services).</p> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	
D.	<p>Contract Implementation Program and Schedule:</p> <p>An evaluation will be made of the likelihood that Bidder’s contract implementation program (not to be confused with the Implementation Plan for the CCA itself as required above under Section 1[D], Service Category 1) and schedule will meet the County’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County’s schedule.</p>	15 Points
E.	<p>Relevant Experience:</p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project? 	20 Points
F.	<p>References (See Exhibit A – Bid Response Packet)</p> <ol style="list-style-type: none"> 1. Bidders must use the templates on pages 12- 13 of Exhibit A – Bid Response Packet to provide references. 2. Bidders are to provide a list of 3 current and/or former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions. <ul style="list-style-type: none"> ▪ Bidders must verify the contact information for all references provided is current and valid. 	15 Points

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	<ul style="list-style-type: none"> ▪ Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference. <p>3. The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.</p>	
G.	<p>Oral Presentation and Interview: The oral presentation by each bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.</p>	15 Points
H.	<p>Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project, and the tasks expected of proposer? 2. How well has the proposer identified pertinent issues and potential problems related to the project? 3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide? 4. Has the proposer demonstrated that it understands the County's time schedule and can meet it? 	20 Points
I.	<p>Methodology: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the County's time schedule? 	20 Points

SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	Local Preference: Points equaling five percent of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)
	Small and Local or Emerging and Local Preference: Points equaling five percent of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

H. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract or contracts, which may be awarded to Contractor or Contractors, the CSC and/or other persons designated by the County will meet with the Contractor or Contractors to evaluate services performance and to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

1. Contractor or Contractors have complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor or Contractors, Contractor’s or Contractors’ performance under any awarded contract and/or Contractor’s services as contracted for therein, the Contractor or Contractors will be notified of contract termination effective forty-five (45) days following notice. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

I. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by CDA. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
- b. The names of all other parties that submitted proposals.

2. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

J. TERM / TERMINATION / RENEWAL

1. The term of the contract(s), which may be awarded pursuant to this RFP, will be one (1) year, except that a contract for Data Management and Call Center Services may be awarded for up to two (2) years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for up to an additional two-year term at agreed prices with all other terms and conditions remaining the same.

K. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
2. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
3. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
4. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
5. 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.

L. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/County Selection Committee."
2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
As a result of the County's commitment to advance the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.**
These requirements can be found online at:
<http://acgov.org/auditor/sleb/overview.htm>
For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 541690 Other Scientific and Technical Consulting Services – Energy Consulting Services.
A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.
An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) years.
4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
5. The County reserves the right to award to a single or multiple contractors.

6. The County has the right to decline to award this contract or any part thereof for any reason.
7. Board approval to award a contract is required.
8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:
<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>
The template contains minimal Agreement boilerplate language only.
10. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

M. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services.
2. County will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total RFP quoted in the bid response.

N. PERFORMANCE REQUIREMENTS

1. Contractor shall comply with all terms of the contract, as may be modified periodically at the sole discretion of the Community Development Agency, including but not limited to providing all deliverables, attendance at all meetings and public hearings, staying within the budget, and meeting the letter and intent of the project scope.

2. Contractor shall comply with all scheduling and deadline requirements of the contract, as may be modified periodically at the sole discretion of the Community Development Agency.
3. Contractor shall provide to the Community Development Agency all documents in both .pdf, bound paper copy, and editable electronic file formats, to the satisfaction of the Community Development Agency.

O. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the Community Development Agency staff to ensure that established standards are adhered to.

IV. INSTRUCTIONS TO BIDDERS

P. COUNTY CONTACTS

The Community Development Agency is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the Community Development Agency only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on November 9, 2016 to:

Bruce Jensen
Alameda County, Community Development Agency

224 W. Winton Avenue, Room 111
Hayward, CA 94544
E-Mail: bruce.jensen@acgov.org
PHONE: (510) 670-6527

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

Q. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of the Purchasing Agent of Alameda County BY 2:00 p.m. on the due date specified in the Calendar of Events.
NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING. Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.
All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Procurement department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:
CCA / EBCE Multi-Service Technical & Administrative Tasks
RFP No. 16-CCA-1
Alameda County Community Development Agency
224 W. Winton Avenue, Room 111
Hayward, CA 94544

Bidder's name, return address, and the RFP number and title must also appear on the mailing package.

***PLEASE NOTE** that on the bid due date, the reception desk will be open to receive bids packages between 1:00 p.m. – 2:00 p.m. and will be located at Room 111 at 224 West Winton Avenue, Hayward.

3. Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus **10 copies** of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”. All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal. Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.
4. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
5. No email (electronic) or facsimile bids will be considered.
6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
7. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
8. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee completed its evaluation, and recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be

- recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
9. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
 10. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
 11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
 12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
 13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
 14. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one-hundred and eighty (180) days, unless otherwise specified in the Bid Documents.

R. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. Bid responses shall include the costs and implementation plan and schedule of **Service Category 1: Technical & Energy Services; Service Category 2: Community Outreach, Marketing and Customer Notification; and Service Category 3: Data**

Management and Call Center Services each itemized as separate schedule and cost items for each analysis.

3. In order for bids to be considered complete, Bidder must provide responses to all information requested. See Exhibit A – Bid Response Packet.
4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at:
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.



EXHIBIT A

BID RESPONSE PACKET

RFP No. 16-CCA-1:

Alameda County Community Choice Aggregation / East Bay Community Energy: Multi-Service Technical and Administrative Tasks for Joint Powers Authority Initialization and Service Delivery

To: The County of Alameda

From: _____

(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS TEN (10) COPIES AND ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)**
- **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE**

COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE



BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 16-CCA-1 - Alameda County Community Choice Aggregation / East Bay Community Energy: Multi-Service Technical and Administrative Tasks for Joint Powers Authority Initialization and Service Delivery.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:

- **Bid Protests / Appeals Process**

The Community Development Agency prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

- A. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's Planning Director, located at 224 W. Winton Avenue, Room 111, Hayward, CA 94544, Fax: (510) 785-8793, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 1. The Bid protest must contain a complete statement of the reasons and facts for the protest.
 1. The protest must refer to the specific portions of all documents that form the basis for the protest.
 2. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 4. The Community Development Agency's Planning Department will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.
- B. Upon receipt of written protest, the Planning Director, or designee will review and evaluate the protest and issue a written decision. The CDA Director, may, at his discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision

on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

- C. The decision of the CDA Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The Bidder whose Bid is the subject of the protest, all Bidders affected by the CDA Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the CDA Director's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the CDA Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the CDA Director shall not be considered under any circumstances by the Auditor-Controller OCC.
1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 2. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
 3. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the CDA Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCC) shall only review the materials and conclusions reached by the CDA Director or department designee, and will determine whether to uphold or overturn the protest decision.
 3. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement & Support Services staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 4. The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
- D. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor.
- E. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

▪ **Debarment / Suspension Policy**

[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]

▪ **Iran Contracting Act (ICA) of 2010**

[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]

▪ **General Environmental Requirements**

[<http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm>]

- **Small Local Emerging Business Program**
[<http://acgov.org/auditor/sleb/overview.htm>]
- **First Source**
[<http://acgov.org/auditor/sleb/sourceProgram.htm>]
- **Online Contract Compliance System**
[<http://acgov.org/auditor/sleb/elation.htm>]
- **General Requirements**
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
- **Proprietary and Confidential Information**
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.
10. The undersigned acknowledges ***ONE*** of the following (please check only one box):
 - Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
 - Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Bidder: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

BID FORM(S)

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Sample Bid Form for one-time purchase of multiple goods/services:

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
			\$	\$
			\$	\$
TAX (9%)				\$
TOTAL COST				\$

Sample Bid Form for annual purchases of multiple goods/services:

Description	Unit of Measure	Estimated Annual Quantity	Year 1		Year 2		Year 1 + Year 2
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Total 2-Year Term Cost (Per Item)
Widget #1	each	1200	\$	\$	\$	\$	\$
Widget #2	pair	850	\$	\$	\$	\$	\$
Widget #3 (24/case)	case	36	\$	\$	\$	\$	\$
Total Annual Cost (ALL ITEMS)			\$	\$	\$	\$	
TAX (8.75%)			\$	\$	\$	\$	\$
GRAND TOTAL			\$	\$	\$	\$	\$

Delete or modify as required

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- 1. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
- 2. **Letter of Transmittal:** Bid responses shall include a description of Bidder’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.
- 3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.
 - (a) **Bidder Information and Acceptance:**
 - (1) Every Bidder must select one choice under Item 10 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.
 - (b) **SLEB Partnering Information Sheet:**
 - (1) Every bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page 11 of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.
 - (c) **References:**
 - (1) Bidders must use the templates on pages 12 & 13 of this Exhibit A – Bid Response Packet to provide references.
 - (2) Bidders are to provide a list of current and former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
 - Bidders must verify the contact information for all references provided is current and valid.
 - Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
 - (3) The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other

than those provided in the Response and to use the information gained from them in the evaluation process.

- (d) **Exceptions, Clarifications, Amendments:**
 - (1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page 14 of this Exhibit A – Bid Response Packet.
 - (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

- 4. **Key Personnel:** Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with Bidder, including job title and years of employment with Bidder;
 - (b) The role that the person will play in connection with the RFP;
 - (c) Address, telephone, fax numbers, and e-mail address;
 - (d) Person’s educational background; and
 - (e) Person’s relevant experience, certifications, and/or merits.

- 5. **Description of the Proposed Equipment/System:** Bid response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the County and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the County should be aware of in evaluating the RFP. Finally, the description shall describe all product warranties provided by Bidder.

- 6. **Description of the Proposed Services:** Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder’s and County personnel involved, and the number of hours scheduled for such personnel. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

- 7. **Implementation Plan and Schedule:** The bid response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the services.

- 8. **Credentials:** Copies of any licenses, certifications, or other third party verification of credentials stated as BIDDER QUALIFICATIONS in the RFP must be submitted with the bid response; Documents must be clearly identified as to which requirement they are responsive.
- 10. **Performance Bond/ Performance Requirements:** N/A.



**SMALL LOCAL EMERGING BUSINESS (SLEB)
PARTNERING INFORMATION SHEET**

RFP No. 16-CCA-1 -

**Alameda County Community Choice Aggregation /
East Bay Community Energy: Multi-Service Technical and Administrative Tasks for Joint
Powers Authority Initialization and Service Delivery**

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all bidders must complete this form as required below.

Bidders not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

<input type="checkbox"/> BIDDER IS A CERTIFIED SLEB (sign at bottom of page) SLEB BIDDER Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ NAICS Codes Included in Certification: _____
--

<input type="checkbox"/> BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____ SLEB Subcontractor Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature: _____ Date: _____
--

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature: _____ Date: _____

CURRENT REFERENCES

RFP No. 16-CCA-1 -

Alameda County Community Choice Aggregation / East Bay Community Energy: Multi-Service Technical and Administrative Tasks for Joint Powers Authority Initialization and Service Delivery

Bidder Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

FORMER REFERENCES

RFP No. 16-CCA-1 -

**Alameda County Community Choice Aggregation /
East Bay Community Energy: Multi-Service Technical and Administrative Tasks for Joint Powers
Authority Initialization and Service Delivery**

Bidder Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. 16-CCA-1 -

**Alameda County Community Choice Aggregation /
East Bay Community Energy: Multi-Service Technical and Administrative Tasks for Joint
Powers Authority Initialization and Service Delivery**

Bidder Name: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Vendor takes exception to...</i>

*Print additional pages as necessary

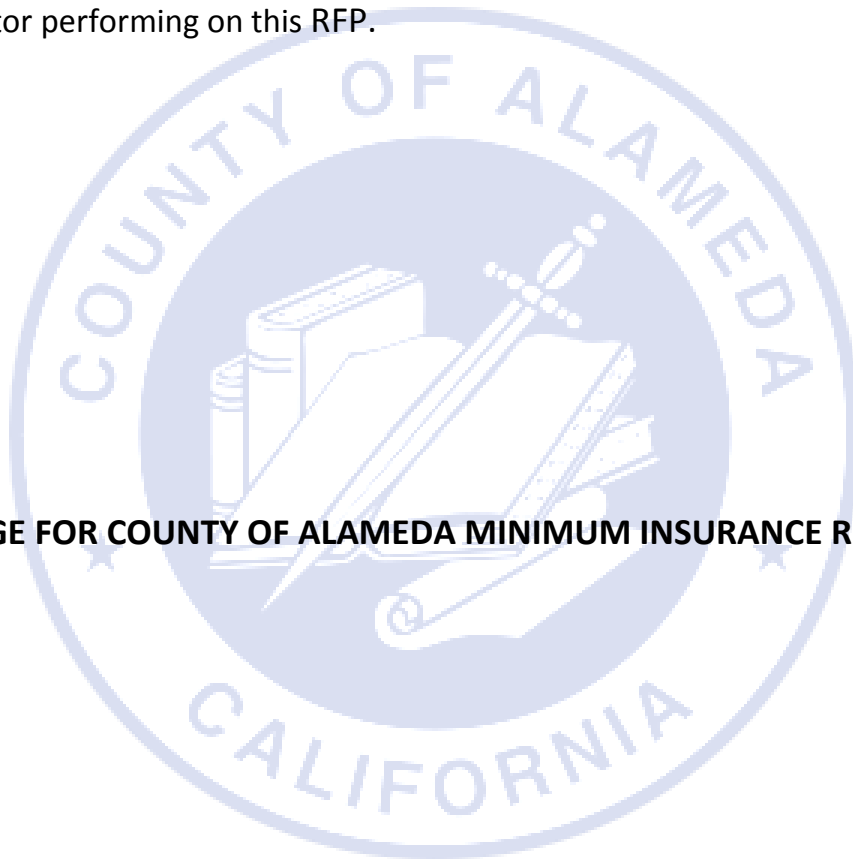


EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP.



***** SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS *****

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
A	Commercial General Liability 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	Commercial or Business Automobile Liability 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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: 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. DURATION OF COVERAGE: 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. REDUCTION OR LIMIT OF OBLIGATION: 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. INSURER FINANCIAL RATING: 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. SUBCONTRACTORS: 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. JOINT VENTURES: 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"> – 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. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: 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. 	

EXHIBIT C

VENDOR BID LIST

RFP No. 16-CCA-1 -

Alameda County Community Choice Aggregation / East Bay Community Energy: Multi-Service Technical and Administrative Tasks for Joint Powers Authority Initialization and Service Delivery

Below is the Vendor Bid List for this project consisting of vendors to whom the RFP No. 16-CCA-1 have been issued directly. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program: <http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>.

TECHNICAL CONSULTANTS

<u>Certified SLEB</u>	
CE2 Corporation 6140 Stoneridge Mall Road, Suite 500 Pleasanton, CA 94588 Contact: Clyde Wong Telephone: (925) 463-7301 Website: http://www.ce2corp.com/	Environmental Innovations Corporation 17604 Chateau Ct Castro Valley, CA 94552 Contact: Farshid Salamati Telephone: (510) 632-0104
MRW & Associates, LLC 1814 Franklin Street, Suite 720 Oakland, CA 94612 Contact: Mark Fulmer, Principal Telephone: (510) 834-1999 Email: mef@mrwassoc.com Website: www.mrwassoc.com	RS2 Energy LLC 1030 36th Street Oakland, CA 94608- Contact: Ryan Ramos Telephone: (510) 306-4772 Email: rramos@rs2energy.com Website: http://www.rs2energy.com/home.html
<u>Not Certified SLEB</u>	
AECOM Technology 2101 Webster Street, Suite 1800 Oakland, CA 94612 Telephone: (510) 419-6000 Website: www.aecom.com	Clean Power Research 1700 Soscol Ave. Napa, CA 94559 Contact: Ben Norris, Senior Consultant Telephone: 707-258-2765 x7022 Email: ben@cleanpower.com Website: www.cleanpower.com

Community Choice Partners
58 Mirabel Ave.
San Francisco CA 94110
Contact: Sam Golding, President
Telephone: 415-404-5283
Email: golding@communitychoicepartners.com
Website: www.communitychoicepartners.com

Crossborder Energy
2560 9th St, # 213A
Berkeley, CA 94710
Contact: Tom Beach, Owner & Principal Consultant
Telephone: 510-549-6922
Email: tomb@crossborderenergy.com

DNV GL
155 Grand Avenue, Suite 500
Oakland, CA, 94612
Telephone: 510- 891-0446
Website: www.dnvgl.com

EcoShift Consulting
270 Canyon Oaks
Santa Cruz, CA 95065
Contact: Alexander Gershenson
Telephone: 831-824-4326
Email: agershenson@ecoshift.com
Contact: Dustin Mulvaney
Telephone: 831-247-3896
Email: dmulvaney@ecoshift.com
Contact: James Barsimantov
Telephone: 415-935-3681
Email: jbarsimantov@ecoshift.com
Website: www.ecoshiftconsulting.com

Integrated Resources Network
2421 Hepworth Drive
Davis, CA 95618
Contact: Gerald Braun, Director, Technical and Economic
Integration
Telephone: 916-402-4143
Email: gbraun12@sbcglobal.net
Website: <http://www.iresn.org/>

Sam Kang
710 Miner Road
Orinda, CA 94563
Telephone: (415) 990-9596

Local Power, Inc.
Blake's Landing
PO Box 744
Marshall, CA 94940
Contact: Paul Fenn, President
Telephone: 510-451-1727 ex 2
Email: paulfenn@localpower.com
Website: <http://www.localpower.com/>

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