



REQUEST FOR PROPOSAL

For

Ava Community Energy Authority
Customer Programs Strategy Project Delivery Support

RESPONSE DUE

by

5 PM Pacific Time

on

October 16, 2026

For complete information regarding this project, see RFP posted at avaenergy.org or contact the Ava representative listed below. Thank you for your interest!

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**AVA COMMUNITY ENERGY
REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS
for
Ava Community Energy Authority:
Customer Programs Strategy Project Delivery Support**

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OVERVIEW

Ava Community Energy (Ava) is a not-for-profit public agency that operates as a Community Choice Aggregator (CCA) for Alameda County and San Joaquin County with eighteen member jurisdictions, serving more than 806,000 total customer accounts. Ava began serving customers in June 2018 and is one of 25 CCAs operating in California. CCAs are expediting the climate action goals of their communities and those of California. Ava is committed to providing clean power at competitive rates while reinvesting in our local communities. For more information about Ava Community Energy, visit <https://avaenergy.org/>

STATEMENT OF WORK

Background

Ava Community Energy (Ava) is developing a Customer Programs Strategy¹ to guide the future direction of its customer-facing programs and inform program investment decisions over the coming years. The strategy will establish a shared framework for prioritizing investments, assess market opportunities, incorporate stakeholder input, and guide the development and evaluation of potential program concepts.

Ava is undertaking a multi-phase development process for the Customer Programs Strategy with structured opportunities for input from its Board of Directors, Community Advisory Committee (CAC), member agencies, external stakeholders, and the public. The process is designed to establish a strategic foundation for customer programs decisions before developing and evaluating individual program concepts, while maintaining flexibility to respond to evolving customer needs, market conditions, and funding opportunities.

Strategy Development Process

The strategy development process consists of three interconnected phases:

Phase 1: Strategic Framework

The first phase will establish the guiding principles and decision-making framework for Ava's customer programs. This includes:

- Defining the objective Ava seeks to accomplish through its customer programs;

¹ Staff presented an update on Customer Programs Strategy at the Board of Directors meeting on September 16, 2026.

<https://avaenergy.org/wp-content/uploads/2026/09/14.-Item-14-Update-on-Customer-Programs-Strategy.pdf>

- Identifying priorities for what is most important while seeking to accomplish the objective;
- Clarifying where Ava can provide the greatest value given its role, resources, and available funding;
- Establishing portfolio targets that serve as guidelines for balancing investments across customer groups, needs, and strategic priorities; and
- Developing metrics for measuring success.

Development of the Strategic Framework will be iterative and informed by existing and new sources of input, including member agency feedback, local Climate Action Plans, surveys, and engagement with the Board, Community Advisory Committee (CAC), external stakeholders, and the public.

The resulting framework will reflect community and customer needs while accounting for practical considerations such as funding, staff capacity, implementation feasibility, and Ava's ability to meaningfully influence outcomes.

Phase 2: Adaptive Program Portfolio

Building on the Strategic Framework, Ava will develop a portfolio of potential customer programs. This phase will assess gaps and opportunities in the existing market, identify and develop program concepts, estimate costs and potential impacts, and evaluate different combinations of programs against the objective and priorities established in Phase 1.

Stakeholder and internal feedback will continue to inform portfolio development and refinement.

The resulting portfolio will identify potential program investments, including the customers and markets served, anticipated timing and funding, potential delivery approaches, expected outcomes, and guidelines for adapting the portfolio as conditions evolve.

Phase 3: Execution, Monitoring, and Adaptation

Following development of the Customer Programs Strategy and Adaptive Program Portfolio, Ava will advance selected program concepts through its established program development and approval processes. Ongoing performance monitoring will inform adjustments to individual programs and the broader portfolio as customer needs, market conditions, funding availability, and organizational priorities evolve.

Phase 3 is included for context and is not part of the consultant's scope of work under this RFP.

Stakeholder Engagement

Stakeholder engagement will be an integral component of the strategy development process, providing opportunities for Ava staff, leadership, community members, customers, and other stakeholders to inform Ava's strategic priorities and future program investments.

Ava is developing a coordinated engagement process that includes both internal and external stakeholder engagement. Internal engagement will involve Ava staff, leadership, the Board of Directors, and the Community Advisory Committee (CAC). External engagement will include targeted stakeholder meetings and public workshops across Ava's service territory. Together, these activities will gather input on customer needs, market barriers, program priorities, and potential trade-offs to inform development of the Strategic Framework and Adaptive Program Portfolio.

The Delivery Consultant selected through this RFP will support Ava in planning and facilitating internal stakeholder engagement, developing associated materials, and incorporating feedback into strategy development and project deliverables.

Ava is separately procuring an Engagement Consultant to lead the planning, facilitation, and synthesis of external stakeholder engagement activities. The Delivery Consultant will coordinate with Ava staff and the Engagement Consultant to provide analytical input into external engagement materials, review synthesized stakeholder feedback, and incorporate relevant findings into the strategy development process and associated deliverables.

CONSULTANT ROLE

Ava is seeking a consultant to provide project delivery support throughout the strategy development process. The consultant will serve as an extension of the project team, helping manage the overall workplan, facilitate collaboration across internal staff, ensure timely execution of project activities and deliverables, provide analytical support for selected project tasks, and support drafting of the final strategic document and associated materials.

Please note, Ava's Procurement Policy prohibits entering into certain contracts with providers of Data Brokerage or Extreme Vetting services to U.S. Immigration and Customs Enforcement (ICE) for purposes of immigration enforcement. Firms currently providing such services to ICE are advised not to respond to this solicitation. Certain exceptions apply as outlined in Ava's Procurement Policy.

TERM OF AGREEMENT

The agreement is anticipated to commence following contract approval and execution in November 2026 and end December 31, 2027. The work is anticipated to be complete in October 2027, which allows for some buffer in the agreement term.

SCOPE OF WORK

See Attachment A: Delivery Consultant Scope of Work.

QUALIFICATIONS

Bidders must meet the following minimum qualifications:

- Demonstrated experience supporting customer programs strategy, program design, planning, or related consulting services for utilities, Community Choice Aggregators (CCAs), public agencies, or similar organizations.
- Demonstrated experience in one or more of the following areas: energy efficiency, building electrification, transportation electrification, distributed energy resources, energy resilience, or other customer-facing energy programs.
- Demonstrated experience managing complex, multi-stakeholder projects, including developing and maintaining project workplans, coordinating across internal and external teams, managing schedules and deliverables, and facilitating project execution.
- Availability of qualified personnel with the expertise and capacity necessary to perform the services described in the Scope of Work within the anticipated project schedule.

CONSULTANT SERVICES

- Ava intends to select one consultant and enter into a Consulting Services Agreement for the services described in this RFP. Final scope, schedule, and compensation will be subject to contract negotiations.

PROPOSED CALENDAR OF EVENTS

Action	Date
Issuance of RFP	September 24, 2026
Deadline for questions/clarifications	September 29, 2026
Question responses posted online	September 30, 2026
Deadline to submit proposals	October 16, 2026 by 5PM to aschmidt@avaenergy.org
Proposal Evaluation and Finalist Selection	Week of October 19, 2026
Final Negotiations and/or best and final offer	October 30, 2026
Award of contract by Board of Directors	November 2026

PROCEDURES, TERMS, AND CONDITIONS

GENERAL

Incurring Cost

This RFP does not commit Ava to award or pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

Claims Against Ava

Neither your organization nor any of your representatives will have any claims whatsoever against Ava or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between Ava and your organization.

Guarantee of Proposal

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred eighty (180) days after the due date for receipt of proposals.

Basis for Proposal

Only information supplied by Ava in writing by the Contact in connection with this RFP should be used as the basis for the preparation of Consultant(s)'s proposal.

Form of Proposals

Proposals must be submitted electronically by e-mail to aschmidt@avaenergy.org.

Amended Proposals

Bidders may submit amended proposals before the Deadline to Submit Proposals. Such amended proposals must be complete replacements for previously submitted proposals and must be clearly identified in a written format. The Contact will not merge, collate, or assemble proposal materials.

Withdrawal of Proposal

Bidders may withdraw their proposals at any time prior to the Deadline to Submit Proposals. The Consultant(s) must submit a written withdrawal request signed by the Consultant(s)'s duly authorized representative addressed to and submitted to the Contact.

Late Responses

To be considered, proposals must be received electronically by email by October 16, 2026 at 5PM Pacific Time. No late responses will be considered.

California Public Records Act (CPRA)

All proposals become the property of Ava, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant(s) proprietary information is contained in documents submitted to Ava, and Consultant(s)

claims that such information falls within one or more CPRA exemptions, Consultant(s) must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, Ava will make best efforts to provide notice to Consultant(s) prior to such disclosure. If Consultant(s) contends that any documents are exempt from the California Public Records Act (CPRA) and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Alameda County, before Ava's deadline for responding to the CPRA request. If Consultant(s) fails to obtain such remedy within Ava's deadline for responding to the CPRA request, Ava may disclose the requested information.

Consultant(s) further agrees that it shall defend, indemnify, and hold Ava or its agents, harmless against any claim, action, or litigation (including, but not limited to, all judgments, costs, fees, and attorney's fees) that may result from Ava's assertion of an exemption or privilege as a basis for withholding any information marked confidential by the Consultant(s).

DO NOT MARK YOUR ENTIRE BID CONFIDENTIAL. ONLY MARK THOSE PAGES THAT YOU BELIEVE CONTAIN PROPRIETARY INFORMATION.

Confidentiality

All data and information obtained from or on behalf of Ava by the Consultant(s) and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Consultant(s) and its agents as confidential. The Consultant(s) and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from Ava.

Generally, each proposal and all documentation, including financial information, submitted by a Consultant(s) to Ava is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

Electronic Mail Address

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Bidders agree to provide the Contact with a valid e-mail address to receive this communication.

Ava Rights

Ava and its Contact reserve the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;

- c. Request that Bidders supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Bidders;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with any Consultant(s) without liability, and negotiate with other Consultant(s);
- k. Disqualify any Consultant(s) on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to Ava;
- l. Eliminate, reject, or disqualify a proposal of any Consultant(s) who is not a responsible Consultant(s) or fails to submit a responsive offer as determined solely by Ava or its representative; or
- m. Accept all or a portion of a Consultant(s)'s proposal.

Supplier Diversity

Pursuant to California Senate Bill 255, Community Choice Aggregators (CCAs) are required to report to the California Public Utilities Commission on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, Bidders that execute a contract with Ava will be required to complete a Supplier Diversity Questionnaire. Ava will not consider race, sex, color, ethnicity, or national origin in procurement decisions; providing such information will not impact the selection process or good standing of executed contracts.

Ava encourages all eligible parties to get certified with the CPUC as a women, minority, disabled veteran and/or LGBT owned business enterprise (WMDVLGBTBE).

For overview information on the CPUC Supplier Diversity Program, please visit the program homepage (<https://www.cpuc.ca.gov/supplierdiversity/>). For information on the certification process and requirements, please visit the Certifications page (<https://www.cpuc.ca.gov/Certifications/>).

EVALUATION CRITERIA

Evaluations will be based upon the information provided in the proposals and such other information requested by Contact or Ava, or as deemed appropriate by Ava. Proposals must provide clear, concise information and sufficient detail to enable reviewers/evaluators to evaluate the responsiveness and quality of the proposals to all

RFP requirements. Evaluators will also review the proposals for format to ensure conformance with the RFP requirements. Proposals that fail to meet RFP requirements could be rejected. The Contact or Ava may waive minor irregularities in proposals if doing so would be in the best interest of Ava. Evaluators may recommend discontinuing evaluation of any proposal that is considered not in compliance with the RFP requirements.

The review/evaluation team will select the proposal that offers the greatest value to Ava based on an analysis of the following criteria:

Category	Points	Criteria
Firm and Team Qualifications	10	Demonstrated experience supporting customer programs strategy, program design, and planning for utilities, CCAs, public agencies, or similar organizations.
	10	Qualifications and relevant experience of the proposed project manager and key personnel.
	10	Demonstrated experience successfully managing and delivering projects of comparable scope and complexity, including coordinating multiple stakeholders, managing project schedules and deliverables, and facilitating effective project execution.
Scope of Work Review and Recommendations	8	Demonstrates an understanding of Ava's project objectives and scope of work.
	8	Provides thoughtful recommendations, clarifications, or proposed revisions that support successful project delivery.
Cost Proposal	10	Reasonableness and competitiveness of proposed hourly billing rates and total estimated project cost.
	10	Reasonableness of the estimated level of effort, including allocation of personnel and hours across tasks and deliverables.
Consulting Services Agreement Approval	6	Approval of Consulting Services Agreement with limited or no redlines
Ava's Special Procurement Preferences	4	Bidder Location - Ava Service Area
	2	Bidder Location - Disadvantaged Community
	2	Union Labor

	2	Disabled-Veteran Owned Business
Total	82	

As reflected in the Evaluation Criteria above, Ava will consider Special Procurement Preferences consistent with its Administrative Procurement Policy.

As reflected in the Evaluation Criteria, contract award will not be based solely on cost, but on a combination of factors as determined to be in the best interest of Ava. Ava will not be bound to award the contract(s) based solely on the lowest bid submitted.

Ava's form of a Consulting Services Agreement is attached as Attachment B and includes Ava's current insurance requirements. Please note that these requirements are subject to change by Ava prior to execution of a contract with a selected Bidder and may require annual updating during the term of a Consulting Services Agreement. Bidders are expected to note any exceptions to the Consulting Services Agreement in the Bidder's response and failure to so may preclude consideration of any requested change at a later date.

After evaluating the proposals and discussing them further with the Finalists or the tentatively selected Consultant(s), Ava reserves the right to further negotiate the proposed work and/or method and amount of compensation. Ava further reserves the right to consider the changes made to the Consulting Services Agreement in its evaluation and selection.

INSTRUCTIONS TO BIDDERS

AVA CONTACT

The evaluation phase of the competitive process will begin upon receipt of bids until a contract has been awarded. Bidders must not have any contact with Ava personnel nor should they lobby evaluators or any member of the staff or Board of Directors during the evaluation process. Any communications outside of the procedures set forth in this RFP may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, via e-mail, by 5:00 p.m. Pacific Time on Tuesday, September 29, 2026 to:

Attn: Allison Schmidt
Ava Community Energy
E-Mail: aschmidt@avaenergy.org

The Ava website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.avaenergy.org/solicitations> to view current opportunities.

SUBMITTAL OF PROPOSALS

All bids must be received at Ava Community Energy by 5:00 p.m. on October 16, 2026. Bids will be received only at the addresses shown below any bid received after that time and date or at a place other than the stated address will not be considered and will be returned to the bidder unopened. **Electronic bids must be submitted in a non-alterable format such as a .pdf.**

1. Bidders **must** submit an electronic copy of their proposal via email to the following:
 - a. Allison Schmidt, Sr. Associate, Programs - Ava: aschmidt@avaenergy.org
2. Bidders are responsible for all of their costs required for the preparation and submission of a bid.
3. 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” means, 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.
4. All other information regarding the bid responses will be held as confidential until the Review Committee has completed its evaluation, a recommended award has been made by the Ava Board of Directors, and the contract has been fully negotiated.
5. 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.
6. 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.), Ava will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Consultant(s) may be subject to criminal prosecution.
7. The undersigned Bidder certifies that it is, at the time of bidding, and 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.

8. It is understood that Ava 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.

RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. **Objections for the form of Consulting Services Agreement:** Bidders must provide any and all specific objections to the Form Consulting Services Agreement in order for any changes to be considered. Stating an objection does not guarantee that Ava will accept such changes.

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted in order for a bid to be deemed complete. Bidders shall submit all documentation 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 and their corresponding page numbers.

2. Letter of Transmittal (1 page): Bid responses shall include a brief letter introducing the Bidder's firm, highlighting its relevant qualifications and experience, and demonstrating its understanding of Ava's project objectives and scope of work.

3. Key Personnel: Bid responses shall identify the lead contact for the project and provide a complete list of key personnel associated with this engagement. Key staff are defined as those who deliver at least 25% of total hours to the engagement and may not be substituted during the engagement without Ava's written approval, which would require justification from the consultant as to the benefit to Ava of such a change. If Ava rejects the proposed substitution, the budget allocated to that staff member may not be reallocated. Proposals must include:

- Key Personnel Table listing each individual, their qualifications, project role, responsibilities, and their expected Full-Time Equivalent (FTE) commitment to the project.
- Brief resumes of key team members clearly demonstrating relevant work experiences, and identifying role and associated FTE percentage for work on team qualification projects.

4. Scope of Work Review and Recommendations: Bidders shall review the proposed Scope of Work in Attachment A and identify any recommended revisions, additions, or clarifications based on their understanding of the project and relevant expertise. Bidders should provide a brief rationale for any substantive recommendations, including how

they would support successful project delivery. The final Scope of Work will be refined and mutually agreed upon during contract negotiations.

5. Cost Proposal: Bidders shall provide a cost proposal that includes their firm's current hourly billing rates for all proposed personnel and an estimated level of effort based on the Scope of Work in Attachment A. The cost proposal shall include:

- Hourly Rate Table: Proposed personnel, roles, and corresponding hourly billing rates.
- Estimated Level of Effort: Estimated hours by personnel and task or deliverable, including associated costs.
- Total Estimated Cost: Total estimated project cost by task, including any anticipated direct expenses.

The not-to-exceed (NTE) value for this work is \$200,000, to be contracted using Ava's standard consulting services agreement and structured as a time and materials contract with cap. Final costs and level of effort will be subject to contract negotiations.

6. Team Qualifications: Provide three examples of comparable projects where your firm provided similar project management, facilitation, strategic advisory, and/or roadmap development services. For each example, include:

- a. Client Name and contact information
- b. Project description
- c. Scope of services and role

7. References: Three references are required for each firm on the Consultant/Consultant team. References should provide insight into experience working with the relevant firm in the last three years, and should include company name, contact person (name and email), address, telephone number, date of services, and description of services provided.

Ava staff 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. Ava staff 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.

8. Ava Procurement Preferences

- A. Does your organization have an office headquartered in Ava's service territory?
- B. Will your organization use union labor or union contractors for these services if selected?
- C. Is your organization registered as a Disabled Veteran Business Enterprise with the California Department of General Services?
- D. Is the office where work will primarily be conducted on behalf of Ava for these services be located in a Disadvantaged Community as identified by the California Environmental Protection Agency's CalEnviroScreen Tool?

9. **Redlines to CSA:** Bidders must either provide (a) confirmation that they agree to all terms and conditions in Ava's CSA, or (b) a redlined version of the CSA. To expedite contracting, any redlines must be limited to **critical items only** and include clear written justification. Ava refuses to review any redlines that fail to include clear justification.

10. **ICE Services Attestation:** Bidders must attest that they are not currently providing Data Brokerage or Extreme Vetting services to U.S. Immigration and Customs Enforcement (ICE) for purposes of immigration enforcement, as prohibited by Ava's Procurement Policy, or identify any applicable exception under the Policy.

Attachment A: Delivery Consultant Scope of Work

Attachment B: Consulting Services Agreement