



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY
P L A N N I N G D E P A R T M E N T

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 16-CCA-02

for

**Alameda County Community Choice Aggregation /
East Bay Community Energy:
Local Development Business Plan**

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!

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RESPONSE DUE

by

5:00 p.m.

on

February 1, 2017

at

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

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL No. 16-CCA-2
SPECIFICATIONS, TERMS & CONDITIONS

for
Alameda County Community Choice Aggregation /
East Bay Community Energy:
Local Development Business Plan

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I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe support for a set of services to prepare a Local Development Business Plan, in order to prepare for East Bay Community Energy (EBCE) program launch including the following tasks:

1. Technical Potential and Feasibility of Grid-Side Distributed Energy Resources
2. Technical Potential and Feasibility of Customer-Side Distributed Energy Resources, Including Energy Efficiency
3. Analysis of Development Models and Strategies
4. EBCE Development Issues
5. Implementation and Other Policy Issues
6. Integrated Resource Planning
7. Preliminary Plan Scenarios

The County may award one or more contracts of up to 1 year 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. The County STRONGLY encourages bidders to form comprehensive teams for this purpose.

B. SCOPE AND BACKGROUND

Alameda County is progressing towards implementing a Community Choice Aggregation (CCA) program, East Bay Community Energy (EBCE). At its October 4, 2016 meeting, the Alameda County Board of Supervisors authorized the implementation stage for the County's CCA program. As part of this approval, the Board directed County staff to initiate creation of a Local Development Business Plan (LDBP) for the CCA program, formally known as East Bay Community Energy (EBCE). The relevant passages from the Joint Powers Authority (JPA) Agreement for the EBCE describing the Business Plan may be found in Exhibit D.

The County, on behalf of the EBCE Authority, is seeking support for services to prepare a LDBP, described in more detail below in Section I.D, for this program. 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. The County has also issued an RFP under separate cover for multiple start up services including the following:

- **Technical & Energy Services:** Technical and energy-related services needed to support the County's efforts to bring EBCE to launch and into early operations.
- **Community Outreach, Marketing and Customer Notification:** Develop / design / implement a plan for building program awareness, engaging potential EBCE customers prior to launch, website and design needs, and customer notification/ enrollments.
- **Data Management and Call Center Services:** Data management functions and call center prior to launch.

In addition, the County and all of the cities eligible to join the CCA have negotiated a Joint Powers Agreement, and the majority of these entities have formed the EBCE Authority. Given this progress, the County is now ready to seek additional vendor services to help develop the LDBP.

As the Community Choice process in Alameda County has evolved over time, many local officials and stakeholders have expressed a desire for EBCE to act upon a strong commitment to the development of local renewable energy resources¹ as the way to achieve a host of program goals related to greenhouse gas reductions, business development, job creation and ratepayer savings and local wealth generation. This kind of development requires a transition over time from simply procuring renewable electricity on the wholesale market to creating an optimized system² of local distributed energy resources (DER)³ that play a larger and larger role in addressing the energy needs of our communities. But this transition does not happen by accident; the fundamental challenge is to set out a roadmap for making it happen within an aggressive yet achievable timeframe.

The LDBP is meant to address that challenge. How many megawatts of local renewable energy development and demand reduction can be developed as a result of EBCE, and over what time period? How does EBCE address the credit, development and implementation issues involved? How can the local development benefits of this Community Choice program be achieved, and what are the priorities and trade-offs

¹ In this RFP local renewable energy resources refer primarily to resources in Alameda County, but could also include specific resources identified in contiguous counties. Note, however, that Task 1 is specifically aimed at Alameda County only.

² Optimizing the energy system in this context means minimizing waste, lowering costs, assuring reliable service, and minimizing the carbon footprint.

³ Distributed energy resources (DER) refer to energy technologies, such as solar PV, solar thermal, micro-turbines, energy efficiency, storage, demand response, combined heat and power, microgrids, and others that can be developed and deployed locally.

involved? If the LDBP can answer these questions, it can provide EBCE with useful guidance and direction to achieve the goals set out in the JPA agreement.

The LDBP is meant to provide a high-level roadmap for local renewable generation, demand reduction, storage, and other distributed energy resource programs in Alameda County. The LDBP will provide a timeline for developing local projects and programs – either on its own or in partnership with private sector developers – and lay out how projects can be prioritized, financed and coordinated. It will also discuss cost implications, trade-offs and other challenges to implementation. Finally, the LDBP will provide policy guidance (eg: labor standards, accounting of renewable energy credits) that will inform the development of the EBCE’s power resource plan over the long term.

The following scope of work for creating the LDBP follows from the language currently in the proposed Joint Powers Authority (JPA) agreement, Section 5.4 (see the Appendix for details). That section, which outlines what the LDBP should include, contains the following highlights:

1. A description of how EBCE will contribute to fostering local economic benefits, such as job creation and community energy programs.
2. Identify opportunities for local power development and how EBCE can achieve the goals outlined in Recitals 3 and 6 of the JPA Agreement.
3. Detail employment and labor standards that relate to the execution of EBCE energy programs as referenced in this JPA Agreement.
4. Identify clear and transparent marketing practices to be followed by EBCE including the identification of the sources of its electricity and explanation of the various types of electricity that – based on the experience of other CCEs – are likely to be procured by the Authority.

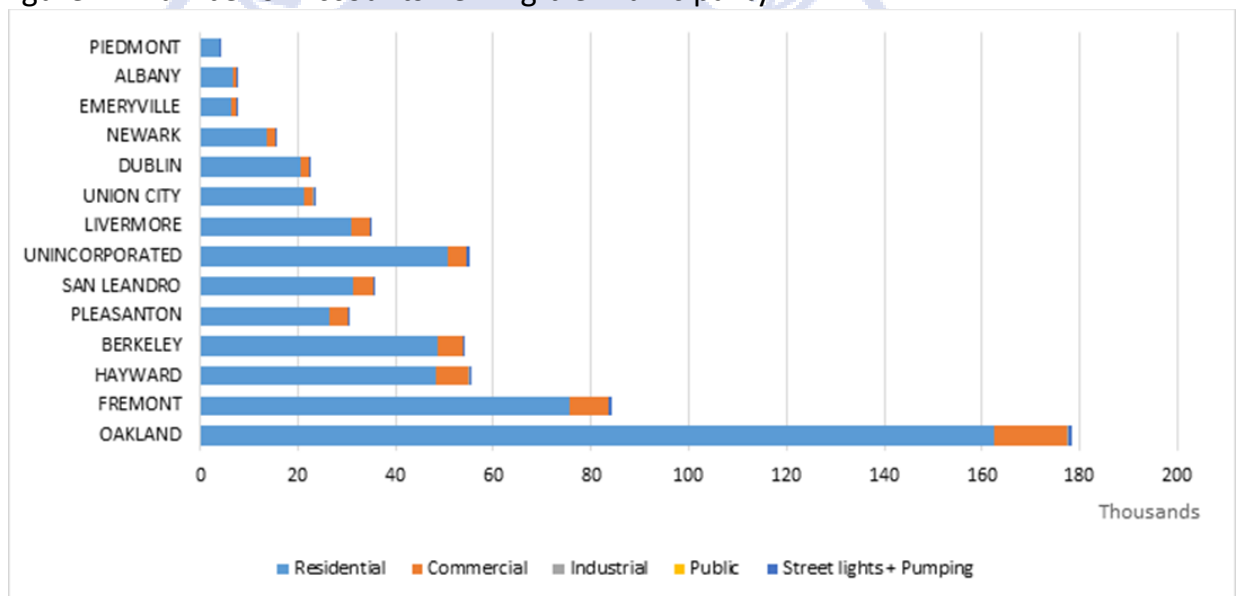
The following Scope of Work section below lays out a number of tasks that constitute the scope of this RFP. Note that this scope of work is not meant to cover the entirety of business operations of EBCE’s Community Choice program; it does not include initial power procurement, rate setting, program roll out, marketing functions, customer service/call center operations, and other required functions of the program. While these are related to the development of the CCE program, they are not specific to a local power development model, and are not considered part of the scope of this RFP.

This RFP contains multiple categories of services. Respondents are encouraged to develop vendor teams who can work together comprehensively to create an internally consistent and harmonious LDBP document. Individual 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. 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 Item I, Statement of Work, below.

Program Size: East Bay Community Energy has been sponsored by the County of Alameda and will be made available to customers in the unincorporated County and in all participating cities, except Alameda, which has its own public utility, and the Cities of Newark and Pleasanton, which have decided to wait until the program has started up. The current participation level includes most of the Cities represented in the following graphs except for Newark and Pleasanton. The total load per year for combined participating cities and the County is more than 7,000 Gigawatt-hours (GWh) per year.

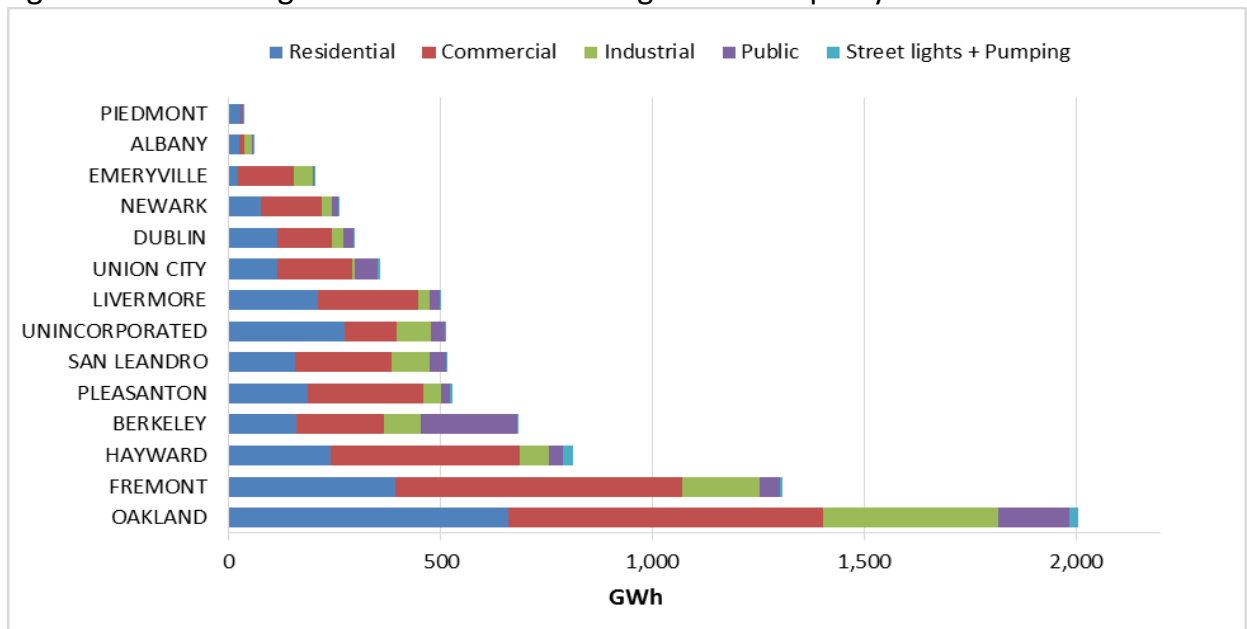
Figure 1: Number of Accounts Per Eligible Municipality



Although The Cities of Newark and Pleasanton have decided to wait and observe before considering joining the JPA, for purposes of this RFP and budget estimates, respondents should evaluate the LDBP under the assumption that all of the cities will participate and all of the eligible load will be included into the program. Additional detailed information is provided in the initial Technical / Feasibility Study conducted by MRW and Associates⁴.

⁴ Study can be found at https://www.acgov.org/cda/planning/cca/draft_rfp.htm.

Figure 2: Annual Gigawatt-hours Load Per Eligible Municipality



C. BIDDER QUALIFICATIONS

The Successful Bidder or team carrying out this Scope of Work, or the set of Successful Bidders, shall have experience in identifying and assessing distributed energy resource projects, as well as be able to evaluate programmatic options that can encourage and accelerate both customer-side and grid-side development.

The Successful Bidder or team carrying out this Scope of Work shall also have familiarity in assessing many of the policy questions around local energy development, including labor standards and how to communicate and different energy products to Community Choice customers. All bidders must possess all licenses and professional credentials relevant to performing services as specified under this RFP. Bidders should also demonstrate their expertise and experience in the following areas:

1. Deep knowledge of California energy markets, including relevant legislation and regulations applicable to Community Choice programs, as well as investor owned utilities, the California Independent System Operator (CAISO), energy service providers and independent power producers, the California Public Utilities Commission (CPUC), and other key market players.
2. Ability to identify local renewable energy projects and assess the technical and economic feasibility of the types of distributed energy resources – on both the customer and grid side of the meter – that would be most appropriate for Alameda County and surrounding counties.

3. Ability to assess and design energy efficiency and demand reduction programs for all types of customer classes; experience in techniques to identify the technical potential for energy efficiency improvements on a large, community scale.
4. Understanding of and ability to assess and integrate programs like a Feed-in Tariff, net-metering, community shared solar, PACE financing, and other programs referred to within the Scope of Work.
5. Innovative energy program design, including energy storage, EV charging, microgrids and the policy and regulatory issues relevant to accelerating their adoption.
6. Understanding of and experience in integrated resource planning, particularly as it may relate to EBCE goals (planning for a highly integrated mix of demand reduction, new generation, and other distributed energy resource technologies to reshape the overall electricity demand load, reduce traditional wholesale energy purchases, balance intermittent sources and optimize energy system design).
7. Assessing policy questions around the local energy development contemplated by this local development business plan, including labor standard development, asset ownership, and community benefits.
8. Understanding of relevant legal statutes and regulatory requirements, particularly related to CEQA and local permitting of distributed energy resources.
9. Analyzing the financial investment required and the financing instruments needed to implement the scenarios outlined in the local development business plan; ability to analyze the economic and job implications of scenarios developed under this business plan.

D. SPECIFIC REQUIREMENTS

The following scope of work describes the seven essential tasks that constitute local power development business planning for EBCE. Each task requires a unique kind of expertise and experience, and Respondents may wish to create a team in order to be responsive to various elements. Respondents are asked to cost out each task and provide an overall budget for completing the work.

For all tasks, Respondents to the RFP shall explain the process they envision for planning over the development of the LDBP, including the different stages of the process, the milestones, and when they would solicit input from the JPA Board and community stakeholders. For example, it would make sense that the specification of different scenarios be discussed fairly early in the planning process.

Task 1: Technical Potential and Feasibility of Grid-Side Distributed Energy Resources

This task is meant to identify potential distributed energy resources available to EBCE on the grid-side of the meter— often referred to as front-of-the-meter resources -- and provide a cost and implementation analysis of their feasibility.

1. The Contractor shall provide overall estimate of the technical potential of electric generating resources, such as wind, solar, biomass, landfill gas, geothermal and other renewable generation resources in Alameda County. To the extent possible, the Contractor shall develop a comparative leveled cost of electricity calculation for different types of renewable resources. The Contractor shall also consider in-front-of-the-meter storage potential. The Contractor may wish to refer to existing studies, such as the Bay Area Smart Energy 2020 report⁵ and the EPA “Repowering America” database that respectively assess the technical renewable potential in the built environment and on brown-field sites⁶. Solar mapping tools are available to quantify the technical potential of solar resources in large industrial, municipal, and commercial areas, and similar tools are available for technical potential of wind resources.

It is expected that much of the renewable energy potential in the County/surrounding region would be solar, and thus this RFP provides more detail about what should be included in the solar survey (the Respondents are free to use this as a model for other renewable resources, as well as Task 2). Appropriate solar sites would include commercial rooftops, parking lots, parking garages and other privately owned properties, public structures, public rights-of way and brownfield sites.

2. For this analysis, the Contractor shall organize sites by potential feasibility based on a weighting of factors including size (in kW)⁷, development cost, technical and constructability criteria. They would include interconnection hosting capacity, identifying locations at the line segment level of the distribution grid where interconnecting solar projects might be easiest and cheapest. They might also include an assessment of property owners’ willingness to consider project development on their land (through a survey or through direct contact with a

⁵ http://pacificenvironment.org/downloads/BASE2020_Full_Report.pdf

⁶ Contractor shall fully discuss the pros and cons of attempting to build projects on degraded sites that are owned by others and who may have obligations to maintain or improve the site.

⁷ Respondents can propose a minimum threshold for identified solar sites.

sample of land and/or building owners). Based on such analysis it would be possible to estimate a realistic timeframe for projects to be developed.

3. The Contractor will estimate the footprint necessary to host the maximum size system for the site. The Contractor shall identify the specific siting tool used and indicate parcel and ownership data, recent high-quality aerial imagery, public lands and parklands, geology and political boundary information. The screening of sites will exclude parcels that are public properties included in the REAP and R-REP programs, sites with limited solar resource, sites that already have solar and other criteria that make solar development too costly. The survey should provide a list of sites that include: available PV footprint, nameplate PV sizes, estimated production, estimated build price, and ranking of sites based on overall feasibility.

For these potential solar resources, demographics characteristics can also be useful, such as whether sites are located in multifamily, low income or in disadvantaged communities according to the California environmental justice screen.

Task 2: Technical Potential and Feasibility of Customer-Side Distributed Energy Resources, Including Energy Efficiency

This task is meant to identify potential distributed energy resources available to EBCE on the customer-side of the meter—what are referred to as behind-the-meter resources--and provide a cost and implementation analysis of their feasibility.

1. The Contractor shall develop an overall estimate of the technical potential of electric generating resources, particularly solar PV. The Contractor shall also describe the methodology used to develop the estimate. Other resources could be included as well, and the Contractor is encouraged to consider an analysis that quantifies the potential for other technologies in the County and surrounding area, including micro-turbines, combined heat and power, energy storage and microgrids.
2. The Contractor shall develop an estimate of the potential for new customer-side generation capacity as well as how many MWh from EBCE's portfolio can be saved via energy efficiency programs. This would include the potential for lowering peak load capacity through flattening the demand profile, such as through demand response programs.
3. For energy efficiency and demand reduction, the Contractor will provide and execute a detailed plan that helps identify "hot spots" within Alameda County:

locations and building types and time-of-use that have higher than expected energy intensities. The plan could use available data on energy consumption patterns to identify areas of particularly high usage on a local city or neighborhood level. It could also identify locations that have high natural gas usage in order to target cost effective combined heat and power conversion opportunities. This would offer some insight into the economically-optimal way to target demand reduction programs for parts of what is a very diverse county, in terms of climate, customer classes, and electricity use patterns.

4. To the extent possible, the Contractor shall identify particular technology areas (HVAC, automated energy management systems, combined heat and power, lighting, etc.) that would be the most promising technical candidates for resolving these hot spots, keeping in mind the already-existing programs administered by PG&E, and the extensive work of StopWaste in Alameda County. Respondents are encouraged to refer to the original MRW technical study, which specifically highlighted the energy-saving potential of lighting and HVAC technologies.

Task 3: Analysis of Development Models and Strategies

A number of development models or strategies have been used by Community Choice programs to develop local renewable energy assets:

- **Market Animation/Incentive Programs:** The Community Choice agency creates an incentive program, sets the ground rules, including price, and lets the market respond. Programs of this type include feed-in-tariffs, net metering, community shared solar (virtual net metering)⁸ and on-bill repayment. The Agency can add substantial value to these kinds of programs by acting as a channel to their aggregated customer base and bringing the various parties together through web portals and other means.
- **Outsourcing:** The Community Choice agency procures megawatts issuing an RFP and signing short or long-term power purchase agreements (e.g. 2-20 years).
- **Agency as Developer/Co-Developer:** The Community Choice agency acts as the developer of its own local projects, arranging the financing, hiring the contractors, etc. This could include development on public properties or aggregating projects to capture economies of scale and employ project labor agreements (PLAs). This option could also include the Agency as a co-developer or co-sponsor whereby a private company finances and develops the project, takes the tax credits and the project is

⁸ Community shared solar in this RFP means a virtual net metering-based program in which ratepayers can subscribe to a solar facility for a share of its output and that output is treated as if it were generated on their own property.

then sold or transferred to the Community Choice program at the end of the tax credit period.

Each of these models or strategies has advantages and disadvantages.

1. The Contractor shall analyze which models are most appropriate for different distributed resources or for integrating distributed resources, so as to achieve specific goals in specific timeframes. The Contractor shall also identify any hurdles to these strategies, i.e. current law or regulation. One of the objectives of this task is to assess the potential for EBCE to design specific programs based on these models – potential examples of such programs and ideas are listed below.

Example: Customer-side Solar

An important component of EBCE will be the design of programs that encourage customers to develop their own customer-side resources.

Historically, net energy metering programs have been responsible for developing this sector. What policy and programmatic structure would likely have the biggest impact in accelerating customer-side solar, including for disadvantaged communities – while maintaining cost-competitiveness?

The solar adoption rate in different parts of the County over the last 8-10 years will potentially yield useful information for EBCE. For example, overlaid on this data could be an examination of specific policies, incentives and market developments (for example: declining costs and the rise of solar leasing) that have evolved over time, the result being a determination of what policies and programs succeeded in increasing the penetration of customer-side solar. The Contractor will be encouraged to reach out to rooftop solar installers, community-based organizations, non-profits, academics, and other experts to get their view as to what policies (within the purview of EBCE) could be developed to accelerate rooftop solar.

While this analysis might indicate policies and programs that succeeded in increasing the penetration of solar, this data could also help indicate where more targeted attention is needed, and the shortcomings of past efforts not achieving broad access to renewables.

One approach would be to create a program to encourage the formation of buying cooperatives by which building owners are able to secure lower material or construction costs, such as through the SunShares program created by the SF Business Council on Climate Change.

Another approach is for the Community Choice agency itself to act as aggregator of many geographically disparate projects, and thereby reduce transaction costs, capture economies of scale, and create community workforce agreements (or project labor agreements) that increase local business and labor benefits of rooftop solar installations.

Example: Grid-side Solar

One arena of rapid expansion is community shared solar, by which customers subscribe to a solar facility, while receiving net metering benefits as if their share were on their own property.⁹ A Community Choice program is free to set up a community shared solar program to encourage this form of development, especially with an emphasis on local business development. This kind of program can supplement the outsourced model of larger scale projects developed under power purchase agreements.

Task 4: EBCE Development Issues

A number of issues are central to the development of local renewable energy assets. Respondents to the RFP shall explain how they would analyze and address each of these in proposing a LDBP.

LABOR STANDARDS AND WORKFORCE DEVELOPMENT:

Advocacy groups have demonstrated strong interest in ensuring that local investment in developing local renewable energy resources creates strong union jobs in the County. This implies that projects developed by the Community Choice agency or through incentive programs set labor standards and conditions of work that are labor friendly. There is also strong interest in seeking pathways to a “just transition” of displaced workers in the existing energy economy to parallel positions in the evolving new clean energy economy in the County. Along these lines, there are also concessions that have been won over time from the utilities, regarding minority and women owned business, which could be adopted to support similar employment opportunities.

1. The Contractor shall conduct research into the standards and practices related to compensation and benefits for workers associated with Community Choice staffing, energy efficiency program execution and construction of local renewable projects, including relevant workforce policies of the other Community Choice programs, as well as Alameda County and its local jurisdictions. Contractor shall investigate requirements of other cities and the County for contractors and service providers as

⁹ *Community-Scale Solar: Why Developers and Buyers Should Focus on This High Potential Market Segment*
<http://www.rmi.org/Content/Files/RMI-Shine-Report-CommunityScaleSolarMarketPotential-201603-Final.pdf>

- they relate to wages, workers' rights, health care and other benefits, along with community workforce agreements or project labor agreements these entities use to cover construction projects. The contractor shall explain how EBCE can develop comparable or better labor and quality-of-jobs standards, and the potential cost impacts or trade-offs of such an approach. The Contractor shall, in consultation with the County and the EBCE Community Advisory Committee, develop a general set of best-practice labor standards and workforce policies that can guide or be adopted by the JPA governing board.
2. The Contractor shall describe how the construction opportunities noted in (1) would create synergies with existing Alameda County public and private initiatives (union apprenticeship programs, low-income job training opportunities through community colleges, re-entry job training, etc.). This task will include a description of these different job programs, how these synergies could be created, what tangible impacts could result, and what the potential next steps for EBCE could be in fostering these partnerships. The Contractor shall seek out interviews with experts in the field, including experiences of existing CCE programs, the building trades, Alameda Labor Council, UC Labor Center and others.

FINANCING:

As part of the LDBP, it will be necessary to understand and evaluate the universe of options for financing DER projects, including third-party power purchase agreements, lease finance, bank finance, external loan guarantees and revenue bonds. The availability and requirements of various financing options should take into account limited credit capacity and lack of an investment grade credit rating in the early years of the program and should also be considered in the feasibility analysis presented in Tasks 1 and 2.

3. In its investigation of the experience of other Community Choice programs and public-power projects around the region, the Contractor shall evaluate the menu of likely financial strategies for EBCE to consider and analyze the pros and cons of each approach, depending on the nature of individual DER projects. The Contractor shall also explore potentially innovative financing models, including but not limited to ways to obtain debt finance secured through local government guarantees or through the bill payments of Community Choice customers.
4. The Contractor shall also consider the possible availability of State funds, including but not limited to proceeds from California's Cap-and-Trade program. Contractor shall describe the process for obtaining these funds, how a Community Choice program can be an effective organizer and allocator of these funds in a manner that

meets State objectives, particularly as it relates to low-income communities. EBCE will have access to the electricity usage data of low-income customers and can design energy and environmental programs targeted at these communities, which can be partially supported through Cap-and-Trade funding, and other measures such as the new Multifamily Affordable Housing Solar Roofs program under AB 693.

ASSET OWNERSHIP:

There is strong interest among advocacy groups that EBCE promote personal and community ownership of renewable resources. As EBCE matures, it will likely have the option to develop and own renewable generation assets. In addition, there are forms of ownership that might be attractive from the program's point of view. In addition to assets owned individually by property owners, ownership models also include community ownership, such as a community shared solar or co-operative type of structure, whereby EBCE doesn't own the asset but has helped facilitate its development.

5. The Contractor shall explore different asset ownership models and the advantages and disadvantages of each model in the CCE context– using other case studies as appropriate.

METRICS FOR DISTRIBUTED ENERGY RESOURCES AND LOCAL BENEFIT FACTORS:

It will be valuable for EBCE to have a checklist or scale of quantitative metrics and qualitative factors of economic and social benefits. This includes metrics for evaluating the following goals: “fostering local economic benefits such as jobs creation, community energy programs and local power development” (Recital 3); “reduced consumption” (Recital 6(e)); “union and prevailing wage jobs, local workforce development, new energy programs, and increased local energy investments” (Recital 6(f)); “personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities” (Recital 6(i)); and “promotes public health in areas impacted by energy production” (Recital 6(j)).

Metrics might include:

- Jobs created and in what categories: e.g., manufacturing, construction, installation and operations, Agency and power administration, call center, etc.
- Number of new MW of: residential rooftop PV, commercial and industrial rooftop PV, community solar projects and other new power facilitated by the EBCE through direct development or long-term contract
- Number of MW developed in disadvantaged/environmental justice communities
- Dollars of capital investment stimulated

With regard to asset ownership, for example, the metrics might indicate how much wealth or income may be increased and retained within Alameda County if a project is owned by a community of County residents, compared to a project owned by a for-profit company based outside of the County.

These quantitative metrics and qualitative factors should be used to measure the overall benefits of projects, including those that might be more costly, but which might have more comprehensive benefits overall. These metrics should be the basis for integrated resource planning in Task 6 and evaluating and comparing preliminary Plan scenarios in Task 7.

6. The Contractor shall develop a checklist or scale of quantitative metrics and qualitative factors of economic and social benefits. These should include the technical benefits of various DERs in system optimization, consideration of other development issues within this Task 4, and other language in the JPA.

Task 5: Implementation and Other Policy Issues

There are a number of issues that need to be taken into account in the implementation of plans to develop distributed energy resources. Respondents to the RFP shall incorporate a proposal for how to deal with each of these issues in proposing a LDBP.

LOCAL JURISDICTIONAL CONSIDERATIONS: PERMITTING, ZONING, AND GRID INTERCONNECT:

Local governments have different permitting requirements for solar and other power generation facilities in their jurisdictions, particularly in open space/greenfield or non-rooftop locations. A Community Choice program comprised of member jurisdictions all with their own zoning, permitting, and interconnect procedures may present an opportunity to standardize such procedures, and thus create new efficiencies in permitting and siting, which might not exist in the absence of the CCE program.

Some progress has been made on this issue¹⁰, but the Community Choice process provides a relevant forum through which reforms could be adopted by some or all JPA members.

1. The Contractor shall:

- (a) Research the typical barriers associated with the permitting process (including through interviews with industry experts and local government officials);

¹⁰ <http://www.mercurynews.com/2013/08/06/east-bay-cities-announce-streamlined-process-for-solar-permits/>

- (b) Estimate how much permitting procedures add to the cost of a typical solar project;
- (c) Provide specific recommendations for how these procedures can be streamlined; and
- (d) Estimate the potential cost reductions of a quicker and easier permitting process.

The Contractor shall explain how this analysis can be helpful as part of the LDBP, and JPA members could elect to adopt these recommendations, or create special “renewable energy zones” with streamlined permitting processes so renewable energy projects can obtain their permits as efficiently as possible and at minimal cost.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

One consideration in developing local projects under a Community Choice program is addressing California Environment Quality Act regulations when specific projects are proposed. Some types of projects will require an environmental impact review, while others may not (eg: carports in existing parking lots).

2. Contractor shall evaluate at what stage CEQA regulations become applicable, so as to inform the potential timetable for rolling out local projects that require an EIR, and describe categories of projects that would not require an EIR.

CITIZEN PARTICIPATION AND INITIATIVE:

A desirable element of a successful Community Choice program is the extent to which local communities support the program by taking initiative to advance local renewable energy development, either as individual residents or business within the community, or more collectively through neighborhood organizations, cooperatives, and civic organizations.

Hence an important element of the LDBP is how it will encourage community engagement through an open and public decision-making process as well as through programs to bring EBCE into the community.

While all JPA Board meetings will be open to the public, and a Community Advisory Committee (CAC) will meet formally and provide recommendations to the Board:

3. Contractor shall explore and describe other forms of community engagement, for both residents and businesses, in implementing the CCA program and in generating community initiative in shaping it and improving it.

EQUITY:

Advocacy groups have expressed strong interest that EBCE foster equitable economic development and increased resilience in the County, especially in low income and disadvantaged communities and communities of color, and that the program provides cost savings to low-income households and promotes public health in areas impacted by energy production.

4. Contractor shall explore and describe potential program features that would promote equity and that the interests of disadvantaged communities are being served.

CONTRACTING MODELS:

Another element to be addressed by the LDBP deals with what energy-related services are outsourced to what kind of business entities, and over what period of time.

5. Contractor shall examine the range of key energy-related services that any Community Choice program must carry out as a load-serving entity in California. These services include, but are not limited to: schedule coordination, wholesale power procurement, data management and local energy program development. It is expected that many of these services will initially be outsourced to private companies as other Community Choice programs have done with the expectation that some will come “in house” as the Agency operations mature and staff capacity develops.
6. Contractor shall examine and describe contracting models most compatible with DER development and analyze the potential to transition these outsourced services over time to be handled in-house. This includes assessing the risks of the EBCE undertaking the tasks that have been traditionally outsourced vs. the benefits (for example: cost savings and greater local control of EBCE-related assets), and include a rough timeframe for when such a transition could take place.

LONG-TERM STABILITY AND RELIABILITY:

As Community Choice programs take over an increasing share of the load serviced by investor-owned utilities, questions of system reliability, grid coordination, and who is the provider of last resort are increasingly on the agenda of Community Choice programs. It is no longer sufficient to rely on relatively low current market prices for renewable electricity to guarantee the environmental and economic viability of a Community Choice program. Transitioning to local renewable energy assets (generation, demand reduction, storage, and so forth) could potentially be a key strategy in planning for future viability.

7. Contractor shall explore and propose additional strategies (beyond standard wholesale procurement) for enhancing the stability, reliability, and long-term viability of EBCE. The Contractor shall provide an analysis of regulatory issues that impact the stability and reliability of the CCE, and recommend measures to address them.¹¹

ENCOURAGING ENTREPRENEURIAL CREATIVITY:

Technological and programmatic innovation has been an important aspect of the transition from fossil fuels to renewable energy, and has already made an important contribution to developing and prioritizing DER assets. EBCE may wish to encourage such innovation in the future, fostering new programs, new businesses, and new technologies that can enhance the Community Choice program.

8. Contractor shall explore and make recommendations on how to foster this type of entrepreneurship and leveraging of public-private partnerships for the benefit of EBCE customers.

CLEAR AND TRANSPARENT REPORTING:

The JPA Agreement directs the LDBP to identify clear and transparent marketing practices to be followed by the CCA Program, including the identification of the sources of its electricity and explanation of the various types of electricity procured by the agency. This is coupled with language prohibiting procurement of energy from Category 3 eligible renewable resources (unbundled Renewable Energy Credits or RECs) beyond half of the 3.3% allowed to meet RPS targets, and the County's intent to procure unbundled RECs only as a last resort.

9. Contractor shall identify and recommend practices to accurately communicate the source and environmental integrity of EBCE electricity. Questions to be resolved include but are not limited to:
 - a. Identify the source of system power and whether that electricity is generated by power plants operated by union labor.
 - b. If those sources of electricity cannot be definitively known to be generated by union labor, what level of information can be known?
 - c. In terms of the choices available to the EBCE Board, i.e., whether to label unbundled RECs as green if the RECs are used for RPS compliance, the Contractor shall propose how such issues are resolved within the LDBP process.

¹¹ Such as PCIA, transmission access charges, decommissioning of nuclear power plants

Reporting by the agency should also include progress in meeting many other program goals, both technical (involving distributed energy resources) and economic. For example, local resources include demand reduction, customer self-generation, energy storage, demand response and smart grid technologies. To the extent that any of this reporting is above and beyond what is already required by State law, the Contractor shall highlight the potential cost implications of such additional reporting.

Task 6: Integrated Resource Planning

Development of a 10-year Integrated Resource Plan will soon be required by State law. It is important to note that the content requirements for the IRP are currently being developed at the CPUC and are unknown at this time. Tasks 1-5 above provide the basis for identifying distributed energy resources in a way that optimizes the overall electricity system while addressing environmental, economic, and social equity goals. The LDBP shall explain how its results and analysis could then be integrated into EBCE's Integrated Resource Plan to address EBCE program goals while meeting or exceeding CPUC requirements.

Integrated resource planning should weigh the quantitative metrics and qualitative factors described in integrating EBCE projects and programs. The key objective of this task is for the Contractor to outline in detail how the results of previous tasks in this RFP will inform the development and content of the Integrated Resource Plan. There are some specific factors – particularly integrating storage resources – that the Contractor shall consider, as outlined below (NOTE: this task does NOT involve the drafting of an actual integrated resource plan, as this work is being done through a different procurement process for general CCA technical services).

1. The Contractor shall explain their approach to integrated resource planning with regards to innovative program options for integrating demand reduction, new generation, and storage. Also to be considered is microgrid development and installation of electric vehicle charging stations (including vehicle to grid pilots for fleet vehicles). Building and vehicle electrification are of interest to local governments to achieve GHG reductions. While they do add load to EBCE, they can also be potentially tapped for load-shifting strategies. The Contractor shall identify the potential benefits to EBCE of a program to encourage microgrids and EV chargers. The Contractor shall consider energy storage contracts similar to those developed by Southern California Edison's Local Capacity Requirement (LCR) program and other models across California and the US that might be particularly applicable to EBCE.

2. Integrated resource planning, particularly in the early years of EBCE, will include a large amount of wholesale market purchases of electricity. In its analysis, the Contractor shall take into account the integration of market-purchases of electricity with local DER services. The Contractor shall propose how market procurement and power scheduling is best integrated with local asset development and in real time. With regards to EBCE solar projects, the analysis should consider the risk of curtailments during periods of excess solar on the grid and how that risk can be mitigated.

Task 7: Preliminary Plan Scenarios

The principal deliverable of this RFP is a proposed Local Development Business Plan for EBCE. The many factors and issues outlined in this RFP illustrate how the business planning process will need to engage the JPA Board and community stakeholders on critical decisions that will shape EBCE. As with Task 6, this task should be done with the awareness that another firm is providing general technical services for EBCE (eg: drafting Implementation Plan, assisting with initial power procurement for launch, preparing initial rate design, etc.). The Contractor shall coordinate with this other firm as necessary.

1. The Contractor shall propose a set of preliminary Plan scenarios. These scenarios might differ in terms of 1) how aggressively EBCE develops local renewable energy resources (DER) or 2) how EBCE prioritizes certain goals or development models.
2. The Contractor shall develop one scenario as the baseline. This is the default, business-as-usual scenario, which represents local renewable development that would take place in the absence of the Community Choice program. It would look at distributed energy resources that have already been developed in the County¹² and extrapolate into coming years – eg: to 2030 – based on current state policies, regulations, programs and renewable trajectories. For example, this scenario would account for existing mandated targets regarding the state’s renewable portfolio standard (RPS to 50% by 2030), energy efficiency (SB 350’s doubling of energy efficiency goals), and storage (1% of demand by 2020). It would also look at existing programs like the Self Generation Incentive Program (SGIP), AB 693 Multifamily Affordable Housing Solar Roofs Program, , as well as likely new DER initiatives under consideration at the CPUC.

¹² For example, Alameda County has to date installed 137 MW of net-metered solar, adding over 20 MW per year over recent years. See <http://www.californiadgstats.ca.gov/charts/>

3. The Contractor shall develop other scenarios that might target achieving a local portfolio standard (LPS) of X% by year 2030 or an average yearly percent increase of Y% of new local renewable generation, demand reduction, and storage deployment. Scenarios might be constructed around maximizing the number of new jobs created, maximizing GHG reduction, maximizing investment in disadvantage communities, or other such criteria. In its response to this RFP, bidders shall describe the methodology for defining these scenarios.
4. The scenarios should estimate results that can be reasonably achieved within ten years, such as the overall level of renewables, a potential local renewable portfolio, the amount of investment over that period, the number of job-years created, income/wealth generated in the County, growth of resident-owned solar in disadvantaged communities, the reduction in electricity bills achieved on average, the reduction of GHG emissions compared to business as usual and the size of the agency's reserve. In short, each scenario represents a translation of the technical potential of Task 1-2 into actual implementation programs reflecting the considerations of Tasks 3 through Tasks 6, but short of details like actual site selection, project definition and program specifics. In other words, the preliminary Plan scenarios represent high-level planning for the purpose of overall program design and development roadmap – and in particular describe the trade-offs between different desirable goals and outcomes that each scenario would present. Each scenario shall be accompanied by a risk analysis that describes potential risks involved in that scenario and how those risks might be mitigated.

E. DELIVERABLES / REPORTS

1. Task 1 - Technical Potential and Feasibility of Grid-Side Distributed Energy Resources – Analysis: Draft analysis completed within 3.5 months of contract approval, final analysis within 4.5 months for inclusion in overall analysis and LDBP.
2. Task 2 - Technical Potential and Feasibility of Customer-Side Distributed Energy Resources, Including Energy Efficiency – Analysis: Draft analysis completed within 3.5 months of contract approval, final analysis within 4.5 months for inclusion in overall analysis and LDBP.
3. Local Development Business Plan: Draft within 6.5 months of seating of the EBCE Joint Powers Authority Board, anticipated to be in the latter half of the month of January, 2016. Following receipt of the draft by the EBCEA and review and commentary by staff and the Citizen's Advisory Committee, a final draft version

of the analysis and LDBP shall be prepared for review by the JPA Board within 1.5 months.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	December 19, 2016	
Written Questions Due	by 5:00 p.m. on January 8, 2017	
Networking/Bidders Conference #1 (Online conference option enabled for remote participation)	January 11, 2017 @ 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)	January 11, 2017 @ 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	January 18, 2017	
Response Due	by 5:00 p.m. on February 1, 2017	
Evaluation Period	February 2 – February 8, 2017	
Vendor Interviews	February 16, 17 and 21, 2017	
Board Letter Recommending Award Issued	February 28, 2017 (Tentative)	
Board Consideration Award Date	March 14, 2017 (Tentative, 2017 Board Schedule TBD)	
Contract Start Date	March 15, 2017 (Tentative)	

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 similar services for public and/or private agencies and/or other CCA's;
- Financial viability of the respondent;
- Cost to with Alameda County / EBCE for the services identified in this RFP;
- 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 770 points, including the possible 70 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 interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral 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 420 points will be invited to

an oral 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 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:</p> <p>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</p>	Pass/Fail

	days of contract award and/or the completion of the competitive process.	
	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 .	Pass/Fail
B.	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: <ol style="list-style-type: none"> 1. Bidder should demonstrate the ability to design large-scale, local energy resource plans. 2. Bidder should demonstrate ability to identify and assess distributed energy resource (DER) projects, including policies and programs that can accelerate DER development on both sides of the meter. 3. Bidder should demonstrate ability to assess the technical potential of energy efficiency and demand reduction resources for all types of customers within a specific geographic area, including policy and program options that can accelerate investment in these resources. 4. Bidder should demonstrate deep knowledge of California energy markets, including relevant legislation and regulations applicable to Community Choice programs, as well as investor owned utilities, the California Independent System Operator (CAISO), energy service providers and independent power producers, the California Public Utilities Commission (CPUC), and other key market players. 5. Bidder should demonstrate an ability to design and evaluate innovative programs that EBCE may seek to implement, including but not limited to: energy storage, microgrids, EV charging infrastructure, co- 	

	<p>generation/CHP, community solar and rate incentives (eg: feed in tariffs and net metering); demonstrate experience and understanding in the policy and regulatory challenges of such programs and potential solutions.</p> <p>6. Bidder should demonstrate experience and an ability to evaluate financing options and requirements related to large-scale investment in public infrastructure as it relates to the local development goals of EBCE. Experience in negotiating PPAs and/or actually structuring financing arrangements for renewable energy projects will be considered a plus.</p> <p>7. Bidder should demonstrate experience in development of integrated resource plans, taking into account DER and energy efficiency/demand reduction resources.</p> <p>8. Bidder should demonstrate an understanding in policy and programmatic issues raised in the RFP and of concern to EBCE, including: drafting labor standards, evaluating asset ownership models, measuring community benefits (including direct and indirect job impacts), and analyzing CEQA and permitting questions.</p> <p>9. Bidder should demonstrate the firm and all subcontractors possess all licenses and professional credentials to performing the services specified in the RFP.</p>	20 Points
C.	<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>	15 Points

	<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?); and 3. Affordability (i.e., the ability of the County to finance the services). <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: An evaluation will be made of the likelihood that Bidder's contract implementation program 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: 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. Preference will be given to those with similar scope, volume and requirements to those outlined in these specifications, terms and conditions. 	15 Points

	<ul style="list-style-type: none"> ▪ 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. <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 Interview: The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder's proposal. The scoring may be revised based on the oral 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 60 day period of any contract which may be awarded to Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

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

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

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. Contractor shall be responsible for returning County facilities to their original state at no charge to the County. 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 INTENT 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 Intent to Award.

The Notice of Intent 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. BID PROTEST/APPEALS PROCESS

The Community Development Agency prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following 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.

1. 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
 - a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.

- d. The Community Development Agency's Planning Department will notify all bidders of the protest as soon as possible.
2. Upon receipt of written protest, Planning Director, or designee, will review and evaluate the protest and issue a written decision. The CDA Director, may, at its 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 award date.

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.

3. 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 unless the OCC determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCC will be performed by the alternate. 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.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. 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.

- c. 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.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement 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
 - e. 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.
- 4. 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 or GSA.
 - 5. 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.

K. TERM / TERMINATION / RENEWAL

- 1. The term of the contract(s), which may be awarded pursuant to this RFP, will be one (1) year.
- 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.

L. 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.

M. 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](http://www.sba.gov) (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.

N. 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.

O. 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.

P. 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

Q. 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 January 12, 2017 to:

Bruce Jensen
Alameda County Planning Department
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.

R. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Alameda County Planning Department by 5:00 p.m. on February 1, 2017 as 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 Planning 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:

Local Development Business Plan

RFP No. 16-CCA-2

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 2:00 p.m. – 5:00 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.

S. 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 **Task 1 - Technical Potential and Feasibility of Grid-Side Distributed Energy Resources; Task 2 - Technical Potential and Feasibility of Customer-Side Distributed Energy Resources, Including Energy Efficiency; Task 3 - Analysis of Development Models and Strategies; Task 4 - EBCE Development Issues; Task 5 - Implementation and Other Policy Issues; Task 6 - Integrated Resource Planning; and Task 7 - Preliminary Plan Scenarios**, 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-2:

Alameda County Community Choice Aggregation / East Bay Community Energy: Local Development Business Plan

To: The County of Alameda

From: _____

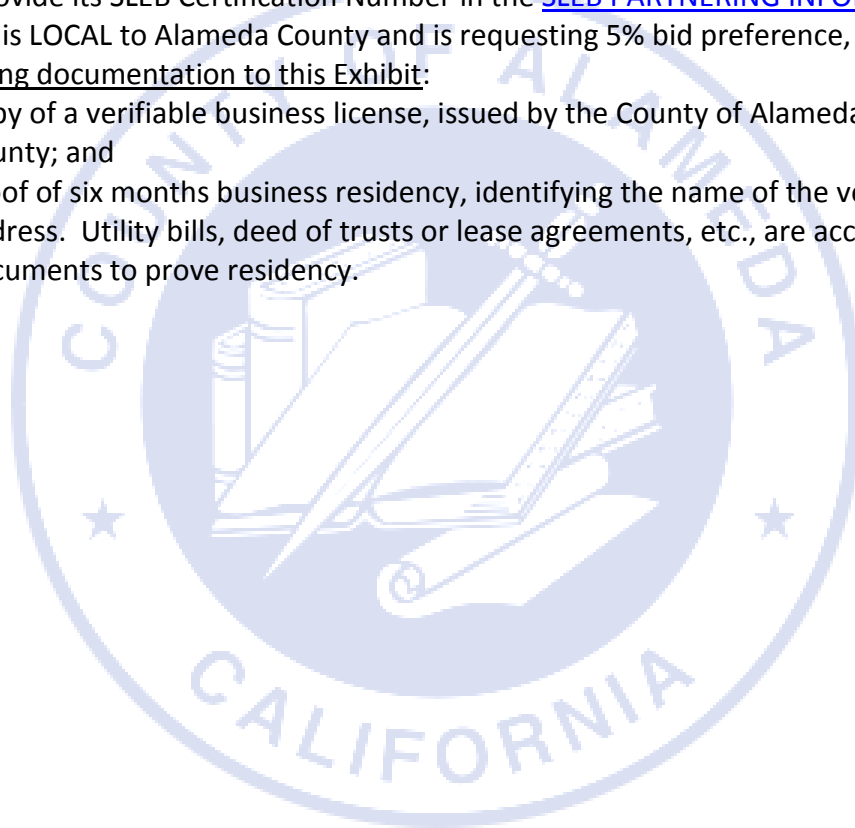
(Official Name of Bidder)

- 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-2 - Alameda County Community Choice Aggregation / East Bay Community Energy: Local Development Business Plan.
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:
 - **Debarment / Suspension Policy**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
 - **Iran Contracting Act (ICA) of 2010**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)
 - **General Environmental Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)
 - **Small Local Emerging Business Program**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - **First Source**
[\[http://acgov.org/auditor/sleb/sourceProgram.htm\]](http://acgov.org/auditor/sleb/sourceProgram.htm)
 - **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
 - **General Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)
 - **Proprietary and Confidential Information**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm\]](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)

Respondents are not required to use the Bid Form in Attachment A for their proposed budget(s). **However, budgets should include all the relevant cost components for each of the service categories outlined in the RFP.** 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.

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.

Bid responses that do not comply will be subject to rejection in total.

Sample Bid Form for professional services:

Description of Tasks/Activities	Company A		Subcontractor		Total
	Employee Name & Role (Hours)	Subtotal (Cost of all employees)	Employee Name & Role (Hours)	Subtotal	
Task 1. Grid-Side DER Analysis	2	\$ 200			\$
Task 2. Cust-Side DER/ EE Analysis	3	\$ 300			\$
Task 3. Development Models / Strats	2	\$ 200			\$
Task 4. EBCE Development Issues	5	\$ 500			
Task 5. Imp'n/ Other Policy Issues	4	\$ 400			
Task 6. Integrated Resource Planning	10	\$1,000			
Task 7. Preliminary Plan Scenarios	4	\$ 400			
Total Hours	40	\$ 4,000			\$
Billing rates	\$100		\$		
Sub total	\$4,000	\$ 4,000	\$		\$
Direct Expenses	\$		\$		
GRAND TOTAL	\$		\$		\$

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 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. 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.

☐

6. **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.

☐

7. **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.

☐

8. **Performance Bond/ Performance Requirements:** N/A.

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

RFP No. 16-CCA-2

**Alameda County Community Choice Aggregation /
East Bay Community Energy: Local Development Business Plan**

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/>).

☐ **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: _____

☐ **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: ☐ Small / ☐ 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-2

Alameda County Community Choice Aggregation /
East Bay Community Energy: Local Development Business Plan

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-2

Alameda County Community Choice Aggregation / East Bay Community Energy: Local Development Business Plan

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-2

Alameda County Community Choice Aggregation / East Bay Community Energy: Local Development Business Plan

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.	Vendor takes exception to...

*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 *****

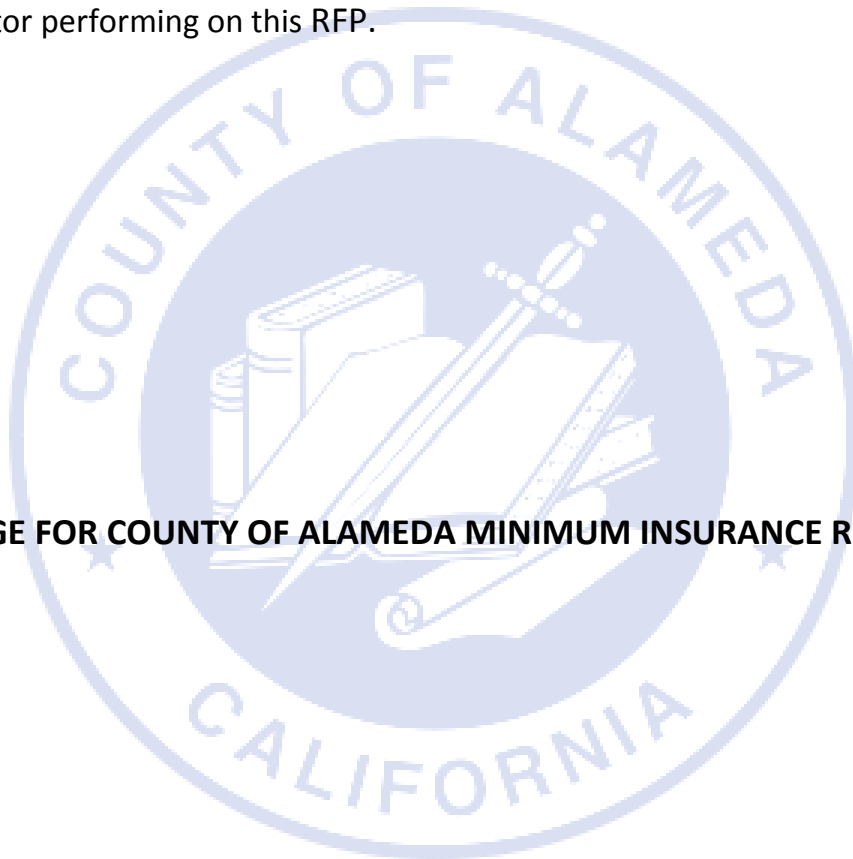


EXHIBIT C

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	<u>Endorsements and Conditions:</u> <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-2

Alameda County Community Choice Aggregation / East Bay Community Energy: Local Development Business Plan

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

Certified SLEB

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>

Not Certified SLEB

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
Contact: Gary Calderon, Principal
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/>

M Squared
111 Sutter Street, Suite 900
San Francisco, CA 94104-4523
Telephone: 415-391-1038
Website: <http://www.msquared.com>

OpTerra Energy Services
345 California Street, 19th Floor
San Francisco, CA 94104
Contact: Kelly Fergusson, PhD, PE, LEED AP
Business Development Manager, Public Sector
Telephone: 415-735-9125
Email: kfergusson@opterraenergy.com
Website: <http://opterraenergy.com/>

Pacific Energy Advisors
1233 Fitch Way
Sacramento, CA 95864
Contact: John Dalessi, President & CEO
Email: john@pacenergyadvisors.com
Contact: Kirby Dusel, Vice President
Email: kirby@pacenergyadvisors.com
Telephone: (916) 834-0684

The Energy Authority
405 114th Avenue SE, Suite 100
Bellevue, Washington 98004
Contact: Jeff Fuller
Telephone: 425.460.1124
<https://www.teainc.org/>

Enernex
620 Mabry Hood Rd NW
Knoxville, TN 37932
Telephone: 865 691-5540
Website: www.enernex.com

Tierra Resource Consultants, LLC
1200 Mt Diablo Blvd, Suite 208
Walnut Creek, CA 94596
Contact: Floyd Keneipp
Telephone: 925-954-7363
Email: Floyd.Keneipp@TierraRC.com
Website: www.TierraRC.com

Willdan Group /Willdan Financial Services
27368 Via Industria, Suite 110
Temecula, California 92590
Contact: Chris Fisher, Vice President, Group Manager
Telephone: 951-217-5949
Email: cfisher@willdan.com
Website: www.willdan.com

ENERGY

Certified SLEB

****Pending****

Cohen Ventures, Inc.
449 15th Street, Ste 400
Oakland CA 94605
Contact: Walter Harrower
Phone: (510) 482-4420
Email: wharrower@energy-solution.com

Green Consulting Service
10425 Greenview Drive
Oakland, CA 94605
Contact: Gerald Green
Phone: 510-430-1215
Email: tinmangreen@yahoo.com

Sequoia Foundation
800 Hearst Avenue
Berkeley, CA 94710
Contact: John Petterson
Phone: (510) 704-8628
Email: john@sequoiafoundation.org

Sustainable Technologies
1800 Orion Street, Suite 101
Alameda, CA 94710
Contact: Ernesto Montenero
Phone: (510) 523-1122
Email: ernesto@sustainabletech.com

Loisos & Ubbelohde
1917 Clement Ave Building 10A
Alameda, CA 94501-9450
Contact: George Loisos
Phone: (510) 521-3800
Email: george@coolshadow.com

Not Certified SLEB

DNV GL
155 Grand Avenue, Suite 500
Oakland CA 94612
Contact: Gary Calderon
Phone: (510) 891-0446 ext. 44250
Email: gary.calderon@dnvgl.com

Noble Americas
401 West A Street , Suite 500
San Diego CA9211
Contact Tony Choi
Phone: (619) 684-8201
Email: tchoi@noblesolutions.com

EnviroIssues (Public Engagement) Contact: Katie Deleaw Phone: (510) 368-7055 Email: kdeleaw@enviroissues.com	EES Consulting Contact: Colin Cameron Phone: (209) 550-7626 Email: Cameron@eesconsulting.com
The Energy Authority Contact: Shehzad Wadalawala Phone: (510) 697-8506 Email: swadalawala@teainc.org	Circlepoint Contact: Raw Quigley Phone: (510)285-6743 email: r.quigley@circlepoint.com
REP Energy Contact: Roy Phillips Phone: (415) 385-4800 Email: Roy@repenergy.com	Social Dynamism Contact: Walter Willea Phone: (909) 746-6721 Email: walter@socialdynamism.com
Center for Sustainable Energy 426 17 th Street, Suite 700 Oakland CA 94612 Contact: Liz Oh / Catherine Crisp Phone: (415) 307-0288 / (415) 349-7720 Email: liz.oh@energycenter.org / catherine.crisp@energycenter.org	BKI Contact: Chris Bradt Phone (510) 463-6127 Email: Cbradt@bki.com
Cascadia Consulting Group Contact: Stefan Moedritzer Phone: (510) 838-7022 Email: stefan@cascadiaconsulting.com	

ECONOMICS

Certified SLEB

ALH Urban and Regional Economics 2239 Oregon Street Berkeley, CA 94705 Contact: Amy Herman Phone: 510-704-1599 Email: aherman@alhecon.com	BAE Urban Economics, Inc. DBA Bay Area Economics 2600 - 10th Street, Ste 300 Berkeley, CA 94710 Contact: Janet Smith-Heimer Phone: (510) 547-9380 Email: jsmithheimer@bae1.com
Hausrath Economics Group 1212 Broadway, Suite 1500 OAKLAND, CA 94612-1817 Contact: Linda Hausrath Phone: (510) 839-8383 Email: lh@hausrath.com	Strategic Economics Inc 2991 Shattuck Ave. Ste 203 Berkeley, CA 94705 Contact: Eileen Fodje 2991 Shattuck Ave. Ste 203 Berkeley, CA 94705 email: efodje@strategiceconomics.com

UC Berkeley - Don Vial Center 2521 Channing #5555 Berkeley, CA Contact: Betony Jones 530-563-8384 betony.jones@berkeley.edu (SLEB EXEMPT)	
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Not Certified SLEB

Applied Development Economics 2029 University Avenue BERKELEY, CA 94704 Contact: Douglas Svensson Phone: (510) 548-5912 Email: dsvensson@adeusa.com	Fourth Sector Strategies Berkeley, CA Contact: Betony Jones, Principal 530-563-8384 Betony.jones@gmail.com
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GEOGRAPHIC / SPATIAL SURVEY ANALYSTS

Certified SLEB

Not Certified SLEB

Sage Renewable Energy Consulting, Inc. 1719 5th Avenue San Rafael, CA 94901 415.663.9914 Phone 415.692.8148 Fax Contact: Brent Johnson, PE, LEED AP Info@sagerenew.com	Clean Coalition 16 Palm Ct Menlo Park, CA 94025 650-796-2353 mobile Contact: Craig Lewis, principal craig@clean-coalition.org
ARC Consulting 222 Sutter Street, Suite 600 San Francisco, CA 94102 Contact: Russell Driver, Principal (415) 420-5727 info@arcalternatives.com	

EXHIBIT D

RELEVANT EXCERPTS FROM JPA AGREEMENT

RFP No. 16-CCA-2

Alameda County Community Choice Aggregation / East Bay Community Energy: Local Development Business Plan

The following are relevant excerpts from the approved Joint Powers Authority (JPA) Agreement for the East Bay Community Energy Authority which specify preparation and completion of the Local Development Business Plan and the policies under which it would be analyzed and implemented. A complete JPA Agreement may be obtained upon request from the Alameda County Planning Department; to request the JPA Agreement, please contact Bruce Jensen at bruce.jensen@acgov.org or at (510) 670-6527.

Section 5.4 Business Plan. The Authority shall cause to be prepared a Business Plan, which will include a roadmap for the development, procurement, and integration of local renewable energy resources as outlined in Section 5.3 of this Agreement. The Business Plan shall include a description of how the CCA Program will contribute to fostering local economic benefits, such as job creation and community energy programs. The Business Plan shall identify opportunities for local power development and how the CCA Program can achieve the goals outlined in Recitals 3 and 6 of this Agreement. The Business Plan shall include specific language detailing employment and labor standards that relate to the execution of the CCA Program as referenced in this Agreement. The Business Plan shall identify clear and transparent marketing practices to be followed by the CCA Program, including the identification of the sources of its electricity and explanation of the various types of electricity procured by the Authority. The Business Plan shall cover the first five (5) years of the operation of the CCA Program. The Business Plan shall be completed by the Authority no later than eight (8) months after the seating of the Authority Board of Directors. Progress on the implementation of the Business Plan shall be subject to annual public review.

Section 5.3 Integrated Resource Plan. The Authority shall cause to be prepared an Integrated Resource Plan in accordance with CPUC regulations that will ensure the long-term development and administration of a variety of energy programs that promote local renewable resources, conservation, demand response, and energy efficiency, while maintaining compliance with the State Renewable Portfolio standard and customer rate competitiveness. The Authority shall prioritize the development of energy projects in Alameda. Principal aspects of its planned operations shall be in a Business Plan as outlined in Section 5.4 of this Agreement.

Recital 3. The purposes for the Initial Participants (as such term is defined in Section 1.1.16 below) entering into this Agreement include securing electrical energy supply for customers in participating jurisdictions, addressing climate change by reducing energy related greenhouse gas emissions, promoting electrical rate price stability, and fostering local economic benefits such as jobs creation,

community energy programs and local power development. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to State, regional and local solar and wind energy production.

Recital 6. By establishing the Authority, the Parties seek to:

- (a) Provide electricity rates that are lower or competitive with those offered by PG&E for similar products;
- (b) Offer differentiated energy options (e.g. 33% or 50% qualified renewable) for default service, and a 100% renewable content option in which customers may “opt-up” and voluntarily participate;
- (c) Develop an electric supply portfolio with a lower greenhouse gas (GHG) intensity than PG&E, and one that supports the achievement of the parties’ greenhouse gas reduction goals and the comparable goals of all participating jurisdictions;
- (d) Establish an energy portfolio that prioritizes the use and development of local renewable resources and minimizes the use of unbundled renewable energy credits;
- (e) Promote an energy portfolio that incorporates energy efficiency and demand response programs and has aggressive reduced consumption goals;
- (f) Demonstrate quantifiable economic benefits to the region (e.g. union and prevailing wage jobs, local workforce development, new energy programs, and increased local energy investments);
- (g) Recognize the value of workers in existing jobs that support the energy infrastructure of Alameda County and Northern California. The Authority, as a leader in the shift to a clean energy, commits to ensuring it will take steps to minimize any adverse impacts to these workers to ensure a “just transition” to the new clean energy economy;
- (h) Deliver clean energy programs and projects using a stable, skilled workforce through such mechanisms as project labor agreements, or other workforce programs that are cost effective, designed to avoid work stoppages, and ensure quality;
- (i) Promote personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities;
- (j) Provide and manage lower cost energy supplies in a manner that provides cost savings to low-income households and promotes public health in areas impacted by energy production; and
- (k) Create an administering agency that is financially sustainable, responsive to regional priorities, well managed, and a leader in fair and equitable treatment of employees through adopting appropriate best practices employment policies, including, but not limited to, promoting efficient consideration of petitions to unionize, and providing appropriate wages and benefits.