



## **REQUEST FOR PROPOSAL**

**For**

**East Bay Community Energy  
Financial Audit Services**

**RESPONSE DUE**

by

**5:00 p.m.**

on

**May 24, 2019**

**For complete information regarding this project, see RFP posted at [ebce.org](http://ebce.org) or contact the EBCE representative listed below. Thank you for your interest!**

Jason Bartlett, Finance Manager, EBCE  
(510) 650-7584  
[jbartlett@ebce.org](mailto:jbartlett@ebce.org)

## **A. GENERAL REQUEST**

East Bay Community Energy (EBCE) is seeking proposals from qualified consultants or firms (“Consultant”) to provide auditing services of our financial statements for the period from July 1, 2018 through June 30, 2019. This audit is to be performed in accordance with auditing standards generally accepted in the United States of America.

### **1. BACKGROUND**

EBCE was created as a California Joint Powers Authority (JPA) on December 1, 2016 as a Community Choice Aggregator (CCA) for Alameda County. EBCE provides several benefits to its participating customers including:

- Electric power at competitive costs with reduced carbon emissions
- Procuring energy with a priority on the use and development of local renewable resources
- Stimulating local job creation through various program development
- Promote personal and community ownership of renewable resource
- Stabilize long-term electricity rates for local residents and businesses

EBCE is governed by a board of directors (Board) consisting of elected representatives from each participating jurisdiction. The JPA authorizes EBCE with the rights and powers to set rates for the services it furnishes, incur indebtedness, and issue bonds or other obligations. EBCE serves the unincorporated areas of Alameda County and the cities and towns of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Oakland, Piedmont, San Leandro, and Union City.

EBCE began providing electricity supply services to approximately 55,000 commercial, industrial, and municipal customers in June of 2018. In November of the same year, EBCE expanded to include an additional 550,000 residential customers. Beginning in April of 2019, EBCE is rolling in customers with solar facilities in batches of about 4,000 every two months through April 2020. This will be the final phase in of new customers.

### **2. TERM OF AGREEMENT**

The initial term of the Agreement(s) shall be for one year. EBCE reserves the right to extend the agreement(s) for 2 additional years.

### **3. TIMELINE FOR SUBMISSION**

Work is expected to begin on July 1, 2019. As such, the following timeline will ensure all submissions will have enough time to be thoroughly considered.

- May 17, 2019: Final submission for clarifying questions. Please direct all questions to Jason Bartlett, Finance Manager, by email at [jbartlett@ebce.org](mailto:jbartlett@ebce.org)
- May 24, 2019: Submission of RFP by 5 p.m. Pacific Standard Time

- June 7, 2018: Last day of possible interviews, if requested by EBCE.
- June 19, 2019: Board approval based on EBCE evaluations
- June 20, 2019: Notification of Board decision
- July 1, 2019: Work begins with kick-off meeting

#### **4. MINIMUM CONSULTANT QUALIFICATIONS**

All proposers should be legally certified to perform financial auditing services for government agencies within in the State of California or be able to show certification will be attained by the July 1, 2019 start date. In addition, the firm should affirm all staff to be assigned to the project are properly licensed and legally able to practice in California.

All proposers should be able to show the following minimum insurance requirements will be maintained through the duration of the project:

- \$1,000,000 of Commercial General Liability and a general aggregate limit of \$2,000,000 per project or location
- \$1,000,000 of Automobile Liability for any owned, non-owned, or hired vehicle to be used in connection with the performance of this project
- \$1,000,000 of Worker's Compensation as required by the State of California
- \$2,000,000 of Professional Liability/Errors & Omissions

#### **5. GENERAL EXPECTATIONS OF THE CONSULTANT**

It is expected that the Consultant will have good standing in the community regarding integrity of work, independence of EBCE as defined by generally accepted auditing standards, no pending investigations, and preferably no pending litigations.

The Consultant will be expected to work directly with EBCE's accountant, Maher Accounting, EBCE's Financial Manager, Jason Bartlett, and EBCE's COO, Howard Chang, and possibly other EBCE staff on a regular and professional basis. Regular, preferably weekly, consultations may be required. In addition, the Consultant shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Due to the nature of EBCE's operations, a non-disclosure agreement will need to be signed in relation to any information the Consultant may be privy to regarding EBCE customer information.

## **B. SERVICES REQUESTED**

### **1. SCOPE OF WORK TO BE PREFORMED**

The Consultant is desired to express an opinion on EBCE's basic financial statements in conformity with generally accepted accounting principles. EBCE will provide the Consultant with full disclosure to all relevant financial information.

## **2. REPORTS TO BE ISSUED**

Following the completion of the audit, the Consultant shall issue for EBCE a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. This report shall include, at a minimum, Management's Discussion and Analysis, the Basic Financial Statements, and Notes to the Basic Financial Statements.

If applicable, the Consultant shall issue a report, a letter, or a discussion of any deficiencies in internal controls.

## **3. CONFERENCES AND MEETING ATTENDANCE**

The Consultant may be required to meet independent of EBCE staff with EBCE Board members to discuss details of scope, intent, or expectations on behalf of the Board. This may be done by phone. However, the Consultant shall attend the final presentation of the audited financial statements to the Board at the end of the project. This presentation will be held at a Board meeting in the City of Hayward. Additional meeting attendance may be required. Sufficient advance notice will be provided by EBCE staff.

## **4. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS**

All working papers and reports must be retained, at the Consultant's expense, for a minimum of seven (7) years, unless the firm is notified in writing by EBCE of the need to extend the retention period. The Consultant will be required to make working papers available, upon request, to EBCE or its designees.

## **C. PROPOSAL SUBMISSION REQUIREMENTS**

EBCE requests proposals consist of the following minimum requirements to ensure the proposer has a comprehensive understanding of the project and such that EBCE has a complete understanding of the proposer's ability to meet EBCE's needs.

### **1. RESPONSE FORMAT**

For digital submission, please submit all proposals in standard PDF format to [jbartlett@ebce.org](mailto:jbartlett@ebce.org). Other digital formats will not be accepted. Physical document submissions will also be accepted provided they arrive by the May 24, 2019 17:00 Pacific Standard Time deadline. Please send all physical submissions to:

East Bay Community Energy Authority  
C/O Finance Manager  
1111 Broadway Ave, Floor 3  
Oakland, CA 94607

## 2. PROPOSAL ANATOMY

Please ensure all proposals have, at a minimum, the following sections:

- Title Page: Describing the title of the document, the proposer's name, address, contact information, and date of proposal
- Transmittal Letter: Briefly introducing the proposer, stating an understanding of the work to be done, and a statement of why the proposer believes they are the best fit to perform the engagement
- Technical Proposal: (In any order)
  - An outline of the Scope of Work to be done
  - Staff to be assigned to the project, with qualifications
  - Proposer qualifications and related experience
  - A statement of direct experience with other CCA's
- Description of Qualifications (can be an appendix)
  - Confirmation of meeting the Minimum Qualifications stated in section A4, above
  - Acknowledgement of understanding of the General Expectations stated in section A5, above
  - A description of any subcontractors that may be used in relation to this project and the capacity in which they will be employed
  - Years of operation and directly related experience, or most significant engagements, performed in the last five (5) years.
  - Three (3) references
  - Sample of work
- Project Timeline: Not to exceed the absolute deadline in EBCE's project timeline listed in C3, below
- Project Budget: With a not to exceed, staffing cost table, subcontractor passthroughs (if applicable), and estimated hours

## 3. EBCE PROJECT TIMELINE

The audit must be completed by October 29, 2019, with no exceptions due to our reporting requirements with counterparties. As such, the following is EBCE's expected timeline to ensure project completion.

- July 1, 2019: Start of work
- September 11, 2019: End of audit and beginning of report development
- September 18, 2019: Draft submission of report to EBCE management for review
- September 25, 2019: Completion of report
- October 2, 2019: Presentation of completed audit to EBCE Board
- October 16, 2019: Possible 2<sup>nd</sup> presentation to EBCE Board, if required by Board
- October 29, 2019: Last day to deliver report to counterparties (ABSOLUTE DEADLINE)

EBCE is open to proposals with alternative timelines, as long as they are reasonable in execution and ensure final submission not to exceed absolute deadline above.

## **D. TERMS AND CONDITIONS**

### **1. GENERAL**

#### ***Incurring Cost***

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

#### ***Claims Against EBCE***

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

#### ***Guarantee of Proposal***

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred eighty (180) days after the due date for receipt of proposals and/or one hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

#### ***Basis for Proposal***

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

#### ***Form of Proposals***

Proposals must be submitted electronically by e-mail; submittal by US postal service is also an option.

#### ***Amended Proposals***

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

#### ***Withdrawal of Proposal***

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

#### ***Late Responses***

To be considered, proposals must be received electronically by email and (optional) in person or via courier/mail or to the place specified by June 14, 2019, 5:00 PM PST.

#### ***No Public Proposal Opening***

There will be no public opening for this RFP.

#### ***California Public Records Act (CPRA)***

All proposals become the property of EBCE, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant proprietary information is contained in documents submitted to EBCE, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such

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

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

### ***Confidentiality***

All data and information obtained from or on behalf of EBCE by the Consultant and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Consultant and its agents as confidential. The Consultant and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from EBCE. Generally, each proposal and all documentation, including financial information, submitted by a Consultant to EBCE is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

### ***Electronic Mail Address***

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

### ***EBCE Rights***

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

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Consultants supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Consultants;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with any Consultant without liability, and negotiate with other Consultant(s);
- k. Disqualify any Consultant on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to EBCE;

- l. Eliminate, reject, or disqualify a proposal of any Consultant who is not a responsible Consultant or fails to submit a responsive offer as determined solely by EBCE or its representative; and/or
- m. Accept all or a portion of a Consultant’s proposal.

## 2. EVALUATION CRITERIA

Evaluations will be based upon the information provided in the proposals and such other information requested by Contact or EBCE, or as deemed appropriate by EBCE. Proposals shall provide clear, concise information and sufficient detail to enable reviewers/evaluators to evaluate the responsiveness and quality of the proposals to all RFP requirements. Evaluators will also review the proposals for format to ensure conformance with the RFP requirements. Proposals that fail to meet RFP requirements could be rejected. The Contact or EBCE may waive minor irregularities in proposals if doing so would be in the best interest of EBCE. Evaluators may recommend discontinuing evaluation of any proposal that is considered not in compliance with all of the RFP requirements.

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

Evaluation Criteria		Points
<b>1. Understanding of the scope of work required by EBCE</b>		25
	<ul style="list-style-type: none"> <li>● Quality, clarity, and responsiveness of the proposal</li> <li>● Proposed approach in providing services</li> </ul>	
<b>2. Consultant’s capabilities</b>		25
	<ul style="list-style-type: none"> <li>● Reasonable availability and devotion to project during work timeline</li> <li>● Ability to complete work within EBCE’s expected timeline</li> <li>● Familiarity with California energy market finance and CCA financial practices</li> <li>● Legal standing and certifications</li> </ul>	
<b>3. Management, personnel, and experience</b>		25
	<ul style="list-style-type: none"> <li>● Demonstrated competence and professional qualifications necessary for successfully performing the work required by EBCE</li> <li>● Recent experience in successfully performing similar services</li> <li>● Background and related experience of the specific individuals to be assigned to this account</li> <li>● Information provided by Consultant’s references</li> </ul>	
<b>4. Cost</b>		25
	<ul style="list-style-type: none"> <li>● Cost of proposed services</li> </ul>	
<b>TOTAL</b>		<b>100</b>

In addition, EBCE seeks to support companies that reflect its values. As such, businesses with office(s) located in Alameda County and include at least 25% Alameda County residents under employment shall receive an additional five (5) bonus points. Also, businesses who use union labor and/or unionized contractors shall receive an additional 2.5 bonus points.

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

After evaluating the proposals and discussing them further with the Finalists or the tentatively selected Consultant(s), EBCE reserves the right to further negotiate the proposed work and/or method and amount of compensation.

**References:**

Bidders are to provide a list of current clients. References must be satisfactory as deemed solely by responsible EBCE staff. 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 encouraged to notify all references that EBCE staff may be contacting them to obtain a reference.

EBCE staff may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. EBCE staff reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

### **3. EBCE CONTACT**

The evaluation phase of the competitive process shall begin upon receipt of bids until a contract has been awarded. Bidders shall not lobby evaluators or any member of the staff or Board of Directors during the evaluation process. Attempts by Bidder to lobby evaluators, staff or Board members may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, via e-mail, by 5:00 p.m. PST on May 17, 2019 to:

Jason Bartlett, Finance Manager  
East Bay Community Energy  
E-Mail: [jbartlett@ebce.org](mailto:jbartlett@ebce.org)

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