

# **EAST BAY COMMUNITY ENERGY**

**REQUEST FOR PROPOSAL No. 17-1**

**for**

**East Bay Community Energy Authority:  
Data Management and Call Center Services for  
Community Choice Aggregation Initialization and Service  
Delivery**

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!

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**RESPONSE DUE**

**by**

**2:00 p.m.**

**on**

**June 22, 2017**

**at**

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

# EAST BAY COMMUNITY ENERGY AUTHORITY

## REQUEST FOR PROPOSAL No. 17-1 SPECIFICATIONS, TERMS & CONDITIONS for

### East Bay Community Energy Authority: Data Management and Call Center Services for Community Choice Aggregation Initialization and Service Delivery

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**I. STATEMENT OF WORK**

**A. INTENT**

It is the intent of these specifications, terms and conditions to describe support for Data Management/Call Center services, in order to prepare for East Bay Community Energy Authority (EBCE) program launch including Community Choice Aggregation (CCA) initialization and subsequent electric energy procurement and service delivery. The EBCE intends to award a contract (2 year with an option to renew) 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 EBCE's requirements.

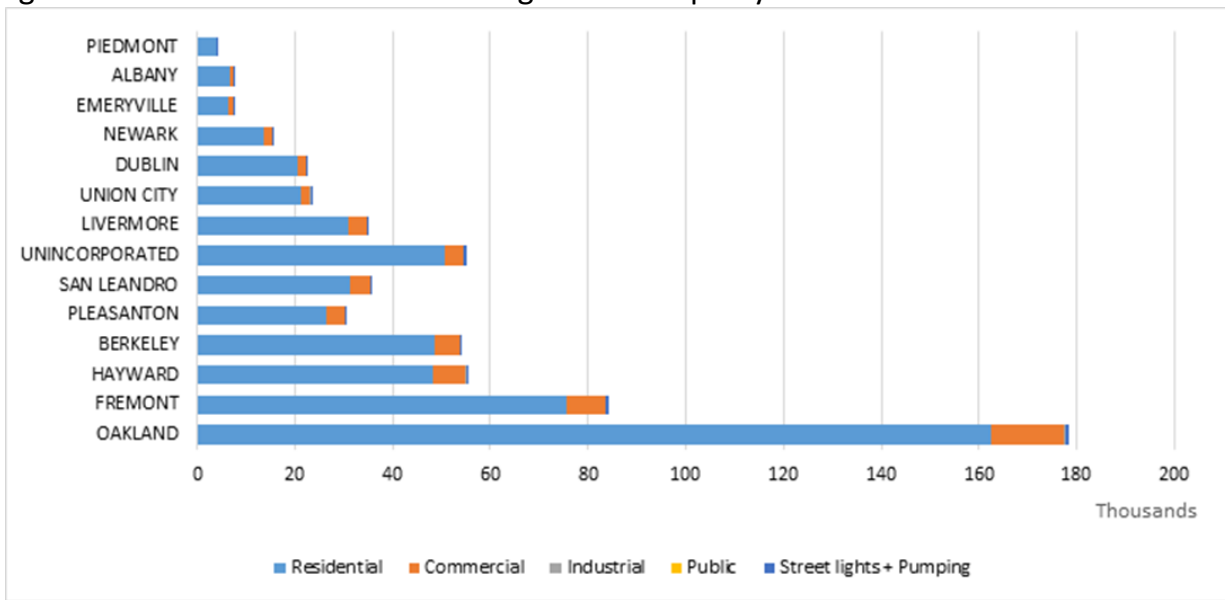
**B. SCOPE AND BACKGROUND**

EBCE seeks Data Management/Call Center services. Prior to the formation of the EBCE, the County of Alameda (County) completed a technical study, which demonstrated that the CCA can meet the County's threshold environmental and economic goals which include among others competitive electric rates, greenhouse gas reductions, higher renewable content than the incumbent utility, and local economic benefits. In December 2016, the County and eleven (11) cities within Alameda County entered into a Joint Powers Agreement, forming the EBCE. Energy and Technical Services providers have been hired, along with consultants for development of a Local Development Business Plan (LDBP) designed to create policy for local DER and job creation, as well as a Marketing and Outreach firm. Given this progress, the EBCE is now ready to seek additional vendor services for data management and call center services to move the program into full implementation.

Respondents should describe specific experience, qualifications, and organizational capacity to perform the functions described below. For additional information on qualifications and bid evaluation please see Sections C and D of this RFP.

**Program Size:** EBCE is currently being sponsored by the County and will be made available to customers in the unincorporated County and eleven (11) of the incorporated cities (Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Oakland, Piedmont, San Leandro, and Union City) within County boundaries, excluding Newark and Pleasanton, whose governing bodies chose to wait, and Alameda, which is ineligible for inclusion.

Figure 1: Number of Accounts Per Eligible Municipality



For purposes of this RFP and budget estimates, respondents should assume the eleven named cities and the unincorporated area will participate and all of the eligible load will be included into the program. More detailed information is provided in the initial technical study conducted by MRW and Associates<sup>1</sup>, and other revised information will become available as the Energy and Technical Consultants begin to produce documentation.

**Data Management and Call Center Services:**

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

**C. BIDDER QUALIFICATIONS**

- Bidder shall demonstrate expertise and a solid track record with all aspects of the scope of services including electronic exchange data services, customer relationship management, customer information systems, billing management, customer account switching, and call center management.

<sup>1</sup> Study can be found at [https://www.acgov.org/cda/planning/cca/draft\\_rfp.htm](https://www.acgov.org/cda/planning/cca/draft_rfp.htm).

- Bidder shall have at least four years' experience managing successful call centers including operator training, providing service in multiple languages, troubleshooting, reporting, and a track record of positive customer service and feedback.
- Bidder shall demonstrate experience working with PG&E and other relevant partners on long-term projects of similar scope and complexity
- Bidder shall demonstrate experience with report design and management for Western Renewable Energy Generation Information System (WREGIS) and other required entities
- Preference will be given to bidders with previous experience working in the energy field, with Direct Access or existing CCA programs
- Bidder shall possess all licenses and professional credentials relevant to performing services as specified under this RFP.
- For all tasks specified in the Scope of Work and those not expressly addressed above, Bidders should demonstrate their qualifications in providing similar services to similar entities (i.e., other CCA programs and/or Direct Access customers).

D. SPECIFIC REQUIREMENTS

The detailed requested services are described below.

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

- f. Provider shall participate in the Customer Data Acquisition Program (CDA) beta testing for SmartMeter data sharing as EBCE's Data Manager.

2. Qualified Reporting Entity (QRE) Services:

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

3. Customer Information System:

- a. Maintain an accurate database [DELIVERABLE] of all eligible accounts who are located in the EBCE service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer EBCE as mutually agreed to by parties from time to time. In addition, see Task 8 below.
- b. Allow EBCE to have functional access to the online database to add customer interactions and other account notes.
- c. Allow EBCE to view customer email or written letter correspondence within online database.
- d. Maintain and provide as-needed historical usage data [DELIVERABLE] on all customers for a time period equal to the lesser of either (a) the start of customer service to present or (b) five years.
- e. Until a cloud-based storage solutions for SmartMeter historical usage data is implemented, Provider will store SmartMeter historical usage data, as

- received by the Metered Data Management Agent (MDMA), for a 48 hour window.
- f. Maintain viewing access, available to appropriate EBCE staff, to view PG&E bills for EBCE customers, including supporting the intuitive parsing and labeling of PG&E provided files. Maintain accessible archive of billing records for all EBCE customers from the start of EBCE Service or a period of no less than five years.
  - g. Maintain and communicate as needed record of customers who have been offered service with EBCE but have elected to opt out, either before or after starting service with EBCE.
  - h. Maintain and communicate as needed records of Net Energy Metering credits and generation data for customers to be posted on bill and settled annually.
  - i. When requested by EBCE, place program charges on the relevant customer account, identified by Service Agreement ID (SAID).
  - j. Identify customers participating in various EBCE programs in database.
  - k. Include various program payment information in all relevant reports.
  - l. Perform quarterly EBCE program reviews to assess appropriate customer charge level.
  - m. Maintain all customer data [DELIVERABLE] according to EBCE's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
  - n. Maintain a Data Management Provider Security Breach Policy.
  - o. Provide as-needed training for EBCE staff and consultants, to functionally access database. Provide EBCE with up-to-date user guides describing database functionality and navigation, and maintain such guides.
4. Value Added Services: EBCE is interested in a data management provider that can provide additional value over what has traditionally been offered to CCAs. For example, EBCE would find value in a service that can utilize Advanced Meter Infrastructure (AMI) data, for help in load forecasting and the evaluation of demand side program impacts. Such data would help in customer targeting and acquisition for such programs. This data would enable EBCE to conduct analytics for pilot programs including automated demand response, energy storage, loadshifting, and bidding demand response resources into the CAISO market. Specifically, EBCE wants the ability to access customer data to the level that can see overall electricity usage and daily peak demand. In addition, EBCE needs to be able to have the data analytics that can identify energy

usage patterns among different classes of customers, different areas of EBCE's service territory and other analysis that can help EBCE design energy and demand management programs that target energy "hotspots" or substantial peaks that are coincident with EBCE's peak demand.

- a. Bidder will provide a description of how it can provide the individual and aggregated customer load data described above and if there would be an additional cost. If this more advanced data capabilities would translate into additional cost, Bidder is encouraged (although not required) to separate out pricing for the "basic" or more traditional CCA services described in Tasks 1-7 from the more advanced data capabilities. This separate pricing could either be an add-on to the per-meter cost or provided on a lump sum basis.
- b. Bidder should describe its ability to provide a user-friendly platform that can to capture and analyze such data.
- c. Bidder should describe any Customer Relationship Management (CRM) tools that can support staff and consultant customer engagement and sales, as well as program participation and outcome tracking.

#### 5. Additional Requirements and Questions Bidder Should Address

- a. Bidder shall explain the precise point at which charges would begin to accrue and on what basis – for example, if charges begin to accrue when the customer is enrolled or earlier (i.e.: when the first opt-out notice is sent). And if such charges start to accrue in the same manner for each phase of the program (not just Phase 1), Bidder shall so indicate.
- b. Bidder shall express service cost to EBCE in four specific ways:
  - a. On a per-meter per month basis
  - b. As a total cumulative cost for all services at the end of one year following initial program launch; and
  - c. As a total cumulative cost for all services for the second full year following initial program launch.
  - d. If Bidder intends to charge for services prior to first receipt of EBCE revenues after Phase I launch (assume approximately 1.5 months following Phase I Launch), then a service costs shall be estimated for the period up to the first receipt of revenues.
- c. Bidder shall assume that the Initial Opt-Out Notices for each Phase of Launch are sent out 90 days prior to each phased launch date.



- d. For the purposes of the RFP, the Bidder may assume approximately  $\frac{1}{4}$  of the total EBCE customer accounts will be brought into the program at the first launch Phase, with each subsequent launch phase at approximately  $\frac{3}{8}$  of the total load. Phases will be separated by approximately six months.
- e. Bidder should indicate its capacity for daily transactions, data validations and exceptions.
- f. Bidder should demonstrate its capacity to program, test and calculate charges using over up to 100 or more variations of retail rates, including applicable NEM and 100% green rates, which is required to demonstrate it can correctly bill all of EBCE's customers. Can Bidder currently perform consolidated billing with PG&E?
- g. Can Bidder currently calculate CAISO hourly settlement data, on a per-account basis for more than 600,000 customer accounts, a requirement to demonstrate that it will not cause EBCE to overpay or underpay the CAISO for energy consumed?
- h. Can Bidder deliver and support a CRM solution that integrates with the call center, in-house developed web forms, PG&E data files and the billing system, to demonstrate it can provide EBCE full visibility of all transactions and activities affecting each customer's account (for example opt ups and opt outs, phone calls, emails, account status, PG&E bill view, usage history, rate changes, etc.)?
- i. Reports: Bidder shall demonstrate that it understands the content and context of the operational, financial and management reports listed in the Specific Requirements section of the RFP
- j. QRE is a requirement for this program. Bidder shall verify and demonstrate that it has QRE status.
- k. Bidder shall provide online forms for EBCE's website to enable CCA customers to change account options as a part of EBCE's customer support. Customer information must be synchronized with other systems to ensure customer transactions are coordinated with the billing system, call center agents and the automated phone system. These online forms shall be operational and available by the date of the first Opt-Out Notice for Phase I launch.
- l. Bidder should verify that it can handle over 1,000,000 transactions per month.
- m. Bidder should demonstrate understanding of, and the capacity to fully handle, key 810 EDI file transactions.
- n. Bidder shall demonstrate understanding of the customer billing process.
- o. Bidder shall demonstrate understanding of the complexities of serving residential customers, which comprise the vast majority of EBCE customers

and a large segment of its load. Knowledge of Net Energy Metering rates must be included for all NEM classes, and which will accommodate default TOU rates for all residential customers beginning in 2019 and the resultant complication of CCA billing and increased call volumes.

6. Customer Call Center:

- a. Provide professional Interactive Voice Response (IVR) recordings for CCA customer call center.
- b. Provide option for IVR self-service and track how many customers start and complete self-service options without live-agent assistance.
- c. Staff a call center [DELIVERABLE], during any CCA Statutory Enrollment Period, 24 hours a day 7 days a week to process opt out requests.
- d. Staff a call center [DELIVERABLE] during Non-Enrollment Period between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding EBCE holidays.
- e. Provide sufficient call center staffing to meet the requirements set forth herein, including designating EBCE specific agents to the extent needed to provide for full functionality.
- f. Provide sufficient number of Data Manager Experts available to manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding EBCE holidays (“Regular Business Hours”).
- g. Ensure that a minimum of 75% of all calls will be answered within 20 seconds during Non-Enrollment Periods.
- h. 100% of emails receive an immediate automated acknowledgement.
- i. 95% of emails receive a customized response within one (1) business day.
- j. 100% of emails receive a customized response within three (3) business days.
- k. Provide callers with the estimated hold time, if applicable. Provide an automated ‘call back’ option for callers who will be put on hold for an estimated five minutes or longer.
- l. Record all inbound calls and make recordings available to EBCE staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.
- m. Track call center contact quality with criteria including:
  - (1) Use of appropriate greetings and other call center scripts
  - (2) Courtesy and professionalism
  - (3) Capturing key customer data
  - (4) Providing customers with correct and relevant information

- (5) First-contact resolution
- (6) Accuracy in data entry and call coding
- (7) Grammar and spelling in text communication (email and chat)
- n. Evaluate customer satisfaction through voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.
- o. Receive calls from EBCE customers referred to Provider by PG&E and receive calls from EBCE customers choosing to contact Provider directly without referral from PG&E.
- p. Provide the call center number on PG&E invoice allowing EBCE customers to contact the call center. Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
- q. Collect permission (via voice recording, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.
- r. Respond to telephone inquiries from EBCE customers using a script developed and updated quarterly by EBCE. For questions not addressed within the script, refer inquiries either back to PG&E or to EBCE. Respond to customer inquiries within 24 hours, excluding weekends and holidays, including inquiries received either through telephone calls, email, fax or web-portal. Offer bi-annual cross training to PG&E call center in coordination with EBCE.
- s. Ensure monthly status reports are provided during the first week of each month [DELIVERABLES].  
Provide weekly status reports during Statutory Enrollment Periods [DELIVERABLES].
- t. Use commercially reasonable efforts to make Spanish speaking call center staff available to customers during Regular Business Hours.
- u. Provide translation services for inbound calls for English and four other languages, to be determined in consultation with the County.
- v. Create and maintain forms for the EBCE website [DELIVERABLE] so that customers may change their account status to enroll or opt out of various EBCE programs.
- w. Host EBCE meetings with call center management and representatives on a monthly basis.

7. Billing Administration:

- a. Maintain a table of rate schedules offered by EBCE to its customers.
- b. Send certain EBCE program charges for non- EBCE customers, when supported by PG&E, based on information provided to Provider by EBCE.
- c. Send certain EBCE program charges as a separate line item to PG&E for placement on monthly bill during term of repayment.
- d. Apply PG&E account usage for all EBCE customers against applicable rate to allow for customer billing.
- e. Review application of EBCE rates to PG&E accounts to ensure that the proper rates are applied to the accounts.
- f. Timely submit billing information for each customer to PG&E to meet PG&E’s billing window.
- g. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.
- h. Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to CCA designated printer [DELIVERABLE].
- i. Provide customer mailing list to EBCE designated printer [DELIVERABLE] for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
- j. Send an EBCE provided letter to customers that are overdue. If no payment is received from the customer after a certain amount of time, issue a CCASR to return customer to PG&E.

8. Reporting:

<b>Report [DELIVERABLES]</b>	<b>Frequency</b>	<b>Delivery Method</b>
Aging	Weekly, Monthly	SFTP
Call Center Statistics	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
County Invoice Summary Reports	Monthly	SFTP
Days To Invoice	Weekly, Monthly	SFTP

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Program Opt Up with Address	Weekly, Monthly	SFTP
Utility User Tax (UUT) where applicable	Monthly	Email
Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report – Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

Provider shall also assist EBCE, as needed, in compiling various customer sales and usage statistics that may be necessary to facilitate EBCE’s completion of requisite external reporting activities. Such statistics will likely include annual retail sales statistics for EBCE customers, including year-end customer counts and retail electricity sales (expressed in kilowatt hours) for each retail service option offered by EBCE.

9. Settlement Quality Meter Data:

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

E. DELIVERABLES / REPORTS

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

**II. CALENDAR OF EVENTS**

EVENT	DATE/LOCATION
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Request Issued	<b>June 1, 2017</b>
Written Questions Due	<b>by 5:00 p.m. on June 8, 2017</b>
Response Due	<b>by 2:00 p.m. on June 22, 2017</b>
Evaluation Period	<b>June 22 – 28, 2017</b>
Vendor Interviews	<b>July 6 – 14, 2017</b>
Board Consideration Award Date	<b>August 2, 2017 (TBD, if Board Schedule allows)</b>
Contract Start Date	<b>August 3, 2017</b>

**Note:** Award and start dates are approximate.

### **III. PROCEDURES, TERMS, AND CONDITIONS**

#### **F. 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 EBCE’s RFP and contractual requirements
- History of successfully performing services for public and/or private agencies and other CCA's;
- Financial viability of the respondent;
- Cost to with EBCE for the services identified in this RFP;

- Proposed approach, including a clearly demonstrated understanding of the intended scope of services to be provided;
- Existence of and circumstances surrounding any claims, alleged violations of laws or regulations, or litigation against the respondent, its representatives and/or partners; and
- Pertinent references

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, EBCE makes no commitment to any bidder and provides no guarantee that a contract will be awarded. 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 an EBCE Selection Committee (SC). The EBCE SC may be composed of EBCE/County staff, EBCE consultants, and other parties that may have expertise or experience in CCA Data Management and Call Center services. The SC 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 SC.

All contact during the evaluation phase shall be through the Alameda County 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 SC may result in disqualification of Bidder.

The SC 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 EBCE'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 EBCE 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 EBCE, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the EBCE. The goal is to award a contract to the bidder(s) that proposes the EBCE the best quality as determined by the combined weight of the evaluation criteria. The EBCE may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

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

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

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

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



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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
<b>A.</b>	<p><b>Completeness of Response:</b> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
	<b>Debarment and Suspension:</b>	Pass/Fail

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	Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a> .	
<b>B.</b>	<p><b>Technical Criteria</b></p> <p>In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:</p> <ol style="list-style-type: none"> <li>1. Bidder shall demonstrate direct experience with providing the services described in Tasks 1-9 and understand the California energy and electrical markets, including relevant legislation and regulations applicable to CCA and its major participants –investor owned utilities, CA Independent System Operator, energy service providers and independent power producers, California Public Utilities Commission, and other <b>key</b> market players.</li> <li>2. Bidder shall demonstrate a specific understanding and experience for providing these services in California, preferably for Community Choice Energy programs.</li> <li>3. Bidder shall provide supporting evidence that it can handle a program the size of EBCE.</li> <li>4. Bidder shall demonstrate its ability to provide the “Value Added” Services outlined in Task 8.</li> <li>5. Bidder shall possess all licenses and professional credentials relevant to performing services as specified under this RFP.</li> </ol>	20 Points
<b>C.</b>	<p><b>Cost:</b></p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder’s total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?);</li> </ol>	15 Points

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

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	<ul style="list-style-type: none"> <li>▪ Bidders must verify the contact information for all references provided is current and valid.</li> <li>▪ Bidders are strongly encouraged to notify all references that the EBCE may be contacting them to obtain a reference.</li> </ul> <p>3. The EBCE 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 EBCE 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>	
<p><b>G.</b></p>	<p><b>Oral Presentation and Interview:</b> The oral presentation by each bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.</p>	<p style="text-align: right;">15 Points</p>
<p><b>H.</b></p>	<p><b>Understanding of the Project:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project, and the tasks expected of proposer?</li> <li>2. How well has the proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the proposer demonstrated that it understands the deliverables the EBCE expects it to provide?</li> <li>4. Has the proposer demonstrated that it understands the EBCE’s time schedule and can meet it?</li> </ol>	<p style="text-align: right;">20 Points</p>
<p><b>I.</b></p>	<p><b>Methodology:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> </ol>	<p style="text-align: right;">20 Points</p>

	3. Does the methodology interface with the EBCE’s time schedule?	
<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>		
	Local Preference: For prime contractors meeting the County’s local business requirements, points equaling five percent of bidder’s total score, for the above Evaluation Criteria, will be added. Bidders that also have a SLEB component, as described below, shall be entitled to no more than ten percent of bidder’s total score. 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: Bidders meeting the County’s SLEB requirement for a prime contractor or subcontractor shall be eligible for points equaling ten percent of bidder’s total score, for the above Evaluation Criteria. <b>Note:</b> Bidders meeting the Local Preference and SLEB criteria shall be eligible for a bonus of no more than ten percent of the bidder’s total score. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

**G. CONTRACT EVALUATION AND ASSESSMENT**

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

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

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

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

determined to be in its best interest to do so.

H. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all bidders will be notified in writing by e-mail of the contract award recommendation, if any, by EBCE.

I. TERM / TERMINATION / RENEWAL

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

J. 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 EBCE 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.
5. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay prevailing wages for construction of any public works or as required by California law 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.

K. 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 EBCE 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 EBCE is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the EBCE's purchase of goods and services.  
As a result of the EBCE's commitment to advance the economic opportunities of these businesses, **Bidders are strongly encouraged to meet Alameda County's Small and Emerging Locally Owned Business (SLEB) requirements in order to be considered for the contract award.** These requirements can be found online at: <http://acgov.org/auditor/sleb/overview.htm>  
A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.  
An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) years.  
Respondents that do not meet Alameda County's SLEB requirement may provide information supporting a waiver from the requirement, which may be granted at the sole discretion of the EBCE Board.
4. The EBCE 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 EBCE.
5. The EBCE reserves the right to award to a single or multiple contractors.
6. The EBCE has the right to decline to award this contract or any part thereof for any reason.
7. EBCE Board approval to award a contract is required.

8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to EBCE Board approval.
9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. For reference, Bidder may access a copy of the Alameda County 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.

L. INVOICING

1. Contractor shall invoice the EBCE, unless otherwise advised, upon satisfactory performance of services.
2. EBCE 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. EBCE shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain itemized products and/or services description and price as quoted and any other information as reasonably required by the EBCE 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 invoices.
8. The EBCE will pay Contractor monthly or as agreed upon, not to exceed the total RFP quoted in the bid response.

M. 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 or responsible EBCE staff, 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 or responsible EBCE staff.
3. Contractor shall provide to the Community Development Agency or responsible EBCE staff all documents in both .pdf, bound paper copy, and editable electronic file formats, to the satisfaction of the Community Development Agency or responsible EBCE staff.

**N. ACCOUNT MANAGER / SUPPORT STAFF**

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the EBCE account/contract. The account manager shall receive all orders from the EBCE 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 EBCE 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 EBCE requirements and standards and work with the Community Development Agency staff or responsible EBCE staff to ensure that established standards are adhered to.

**IV. INSTRUCTIONS TO BIDDERS**

**O. EBCE CONTACTS**

The Alameda County Community Development Agency is managing the competitive process for this project on behalf of the EBCE. 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 June 08, 2017 to:

Bruce Jensen/Sandra Rivera  
Alameda County, Community Development Agency  
224 W. Winton Avenue, Room 111  
Hayward, CA 94544  
E-Mail: [bruce.jensen@acgov.org](mailto:bruce.jensen@acgov.org)/[sandra.rivera@acgov.org](mailto:sandra.rivera@acgov.org)  
PHONE: (510) 670-6527/(510) 670-6526

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.

P. SUBMITTAL OF BIDS

1. All bids must be received at the Community Development Agency BY 2:00 p.m. on the due date specified in the Calendar of Events.  
NOTE: LATE 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.
2. Bids are to be addressed and delivered as follows:  
Data Management and Call Center Services  
RFP No. 17-1  
Alameda County Community Development Agency  
224 W. Winton Avenue, Room 111  
Hayward, CA 94544  
  
**Bidder's name, return address, and the RFP number and title must also appear on the mailing package.**  
**\*PLEASE NOTE** that on the bid due date, the reception desk will be open to receive bids packages between 1:00 p.m. – 2:00 p.m. and will be located at Room 111 at 224 West Winton Avenue, Hayward.
3. Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus **6 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 EBCE A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER EBCE-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 SC completed its evaluation, and recommended award has been made by the SC, 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 EBCE Board. 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 EBCE 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.), EBCE 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 EBCE 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.

Q. 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 **Data Management and Call Center Services** each itemized as separate schedule and cost items for each analysis.
3. In order for bids to be considered complete, Bidder must provide responses to all information requested. See Exhibit A – Bid Response Packet.
4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. EBCE 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. EBCE shall not be liable in any way for disclosure of any such records.

# EXHIBIT A

## BID RESPONSE PACKET

RFP No. 17-CCA-1:

### East Bay Community Energy Authority: Data Management and Call Center Services for Community Choice Aggregation Initialization and Service Delivery

To: The East Bay Community Energy Authority

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 SIX (6) 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 EBCE 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, TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, OR REQUESTING A WAIVER OF THE SLEB REQUIREMENT, 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. 17-1 East Bay Community Energy Authority: Data Management and Call Center Services for Community Choice Aggregation Initialization and Service Delivery.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the EBCE Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to EBCE, and agrees that its Bid, if accepted by EBCE, will be the basis for the Bidder to enter into a contract with EBCE 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 Alameda 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 (as further described in the RFP)**  
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.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 EBCE based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the EBCE shall hold the EBCE, 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 EBCE, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda and East Bay Community Energy Authority, which meets the minimum insurance requirements, as stated in the RFP.

Official Name of Bidder: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

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

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## BID FORM(S)

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

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

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

Sample Bid Form (Bids should also note annual cost):

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Task 1	X hours		\$	\$
Task 2	X accounts		\$	\$
			<b>TAX (9%)</b>	<b>\$</b>
			<b>TOTAL COST</b>	<b>\$</b>



## 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 EBCE, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the EBCE. 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) **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.
- (b) **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 or 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 strongly encouraged to notify all references that the County or responsible EBCE staff may be contacting them to obtain a reference.
  - (3) The County or responsible 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. The County or responsible 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.

- (c) **Exceptions, Clarifications, Amendments, and Requests for Waivers:**
- (1) This shall include clarifications, exceptions, amendments, and requests for waivers, if any, to the RFP requirements 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 EBCE 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 EBCE staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
- (a) The person’s relationship with Bidder, including job title and years of employment with Bidder;
  - (b) The role that the person will play in connection with the RFP;
  - (c) Address, telephone, fax numbers, and e-mail address;
  - (d) Person’s educational background; and
  - (e) Person’s relevant experience, certifications, and/or merits.
5. **Description of the Proposed Equipment/System:** Bid response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the EBCE and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the EBCE should be aware of in evaluating the RFP. Finally, the description shall describe all product warranties provided by Bidder.
6. **Description of the Proposed Services:** Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder’s and EBCE personnel involved, and the number of hours scheduled for such personnel. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of the EBCE; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the EBCE; and (3) identify any limitations or restrictions of Bidder in providing the services that the EBCE should be aware of in evaluating its Response to this RFP.
7. **Implementation Plan and Schedule:** The bid response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the services.
8. **Credentials:** Copies of any licenses, certifications, or other third party verification of credentials stated as BIDDER QUALIFICATIONS in the RFP must be submitted with the

bid response; Documents must be clearly identified as to which requirement they are responsive.

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

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

RFP No. 17-1 -

**East Bay Community Energy Authority: Data Management and Call Center Services for  
Community Choice Aggregation Initialization and Service Delivery**

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

Bidders not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) are strongly encouraged to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. Bidders with a SLEB prime contractor or qualifying SLEB subcontractor may be eligible for up to a 10 percent bid bonus. 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 EBCE.

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

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

Bidder Printed Name/Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CURRENT REFERENCES

RFP No. 17 -1

### East Bay Community Energy Authority: Data Management and Call Center Services for Community Choice Aggregation Initialization and Service Delivery

**Bidder Name:** \_\_\_\_\_

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

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

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

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

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

**FORMER REFERENCES**

RFP No. 17 -1

**East Bay Community Energy Authority: Data Management and Call Center Services for  
Community Choice Aggregation Initialization and Service Delivery**

**Bidder Name:** \_\_\_\_\_

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

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

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

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

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







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

# EXHIBIT C

## VENDOR BID LIST

RFP No. 17 -1

### East Bay Community Energy Authority: Data Management and Call Center Services for Community Choice Aggregation Initialization and Service Delivery

Below is the Vendor Bid List for this project consisting of vendors to whom the RFP No. 17-1 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>.

#### CALL CENTER

<u>Certified SLEB</u>	
Direct Line TeleResponse 2847 Shattuck Ave Berkeley, CA 94705-1037 Contact: Ken Goldenberg Phone: ( 510 ) 843-2474 Email: keng@directlineanswers.com	
<u>Not Certified SLEB</u>	
@LINK Communications 4512 Mirador Dr Pleasanton CA 94566-9456 Contact: Sara Chan Phone: ( 925 ) 426-0703 Email: rschan2000@yahoo.com	Big Help, Inc. 4020 White Avenue Oakland, CA 94605 Contact: Renee Harwood Phone: 510-482-6710 Email: n/a
CallSocket 409 13th st. Oakland, CA 94612-2606 Contact: Malisa Montgomery Contact: 510-625-1620 Email: malisa.montgomery@callsocket.com	Purple Lynx Inc 300 Frank Ogawa Plaza, #175 Oakland, CA 94612 Contact: Karen Auguste Phone: ( 510 ) 251-8800 Email: <a href="mailto:karen@purplelynx.com">karen@purplelynx.com</a>
Global Information Solutions 43768 Greenhills Way Fremont, CA 94539-5917 Contact: Elizabeth Tarachand Phone: ( 510 ) 226-8554 Email: et2@gissys.com	Intera Group Inc. 6920 Koll Center Parkway Suite 211 Oakland, CA 94612 Contact: Kevan Horton Phone: ( 925 ) 600-2126 Email: khorton@interainc.com

