



**Request for Proposals  
("RFP")**

**for**

**General Accounting Professional Services**

**Response Deadline:** December 12, 2024  
by 5:00PM Pacific Time ("PT")

**RFP Issuance Date:** November 7, 2024

# **San Diego Community Power General Accounting Professional Services RFP**

## **I. BACKGROUND AND INTRODUCTION**

San Diego Community Power (“Community Power”) is the default electricity provider for the Cities of Chula Vista, Encinitas, Imperial Beach, La Mesa, National City, and San Diego and the County of San Diego which serves the unincorporated area (collectively, “member agencies”). Community Power’s Joint Powers Agreement (“JPA”) is the first in California with the objective to achieve and sustain 100 percent renewable energy availability and usage by 2035, which is in advance of current State of California targets. Community Power began service in 2021 and completed enrolling customers in 2023. This enrollment covered approximately 960,000 customer accounts. For more information, please visit Community Power’s website at [www.sdcommunitypower.org](http://www.sdcommunitypower.org). Proposers shall review Community Power’s Procurement Policy<sup>1</sup> and Inclusive and Sustainable Workforce Policy<sup>2</sup> to ensure compliance when drafting proposals.

### **A. Community Power Financial Performance**

Community Power recorded an estimated \$891.28 million in net operating revenues in FY 2022-23 and projects \$1,244.3 million in net operating revenues in FY 2023-24. As of September 19, 2024, total Community Power cash reserves were \$369.2 million and total available liquidity (including lines of credit) was \$412.3 million. Community Power has a reserve goal of 180-days cash on hand identified in Community Power’s Financial Reserves Policy<sup>3</sup> and plans to achieve its strategic-plan goal of 180-days cash on hand by October 2025.

### **B. Purpose of Request**

Community Power is seeking an accounting firm<sup>4</sup> to provide general accounting services, financial statement audit support, financial operational assistance, and grants management support. Experience as a certified public accountant, with accounting principles generally accepted in the United States of America, with statements on standards for accounting and review Services promulgated by the Accounting and Review Services Committee of the AICPA, and with the California CCA industry or related utility or municipal experience are required.

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<sup>1</sup> [https://sdcommunitypower.org/wp-content/uploads/2022/08/SDCP-Procurement-Policy\\_Adopted\\_2022.07.28.pdf](https://sdcommunitypower.org/wp-content/uploads/2022/08/SDCP-Procurement-Policy_Adopted_2022.07.28.pdf)

<sup>2</sup> [https://sdcommunitypower.org/wp-content/uploads/2022/02/SDCP\\_ISWF-Policy.pdf](https://sdcommunitypower.org/wp-content/uploads/2022/02/SDCP_ISWF-Policy.pdf)

<sup>3</sup> <https://sdcommunitypower.org/wp-content/uploads/2023/02/2024-Financial-Reserves-Policy-Revision-1.pdf>

<sup>4</sup> 4 Use of the term “firm” throughout this document shall mean individual proprietorship, partnership, limited liability company, corporation (whether for profit or not-for-profit), joint venture, or other public or private entity duly existing and operating under California law or authorized to do business in California.

## II. RFP TIMELINE

The estimated timetable for this RFP is as follows:

Action	Date
1. Issuance of RFP	November 7, 2024
2. Deadline for Questions	November 26, 2024
3. Responses to Questions	December 4, 2024
4. <b>Deadline to Submit Proposals</b>	<b>December 12, 2024</b>
5. Interviews/Evaluation of Proposals	December 18-20, 2025
6. Estimated Notice of Intent to Award	Late December
7. Board of Directors Approval of Contract	January 2025
8. Commencement of Work	February 1, 2025

The above scheduled dates are tentative and SD Community Power retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind SD Community Power to award a contract for the above-described Services, and SD Community Power retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

## III. QUESTIONS AND RESPONSES

Proposers may submit questions regarding this RFP using the online Questions Submissions Form. The question form can be accessed by using the following hyperlink: <https://forms.monday.com/forms/5655fc25059007a53852f0fd1c1a3f90?r=use1>.

All questions must be received by 5:00 PM PT on November 26, 2024. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage Proposer or, due to unclear instructions, may result in SD Community Power not receiving the best possible responses from Proposer.

SD Community Power will provide responses to questions on December 4, 2024. SD Community Power reserves the right to group similar questions when providing answers.

## IV. PROPOSAL SUBMISSION DEADLINE

Proposals should be submitted electronically to SD Community Power as a single PDF document using the online Proposal Submission Form by December 12, 2024. The

Proposal Submission Form can be accessed by using the following hyperlink:  
<https://forms.monday.com/forms/727b99720f2f28432368879fa3a5db47?r=use1>.

It is the sole responsibility of the Proposer to ensure that the proposal is received before the submission deadline. Proposers shall bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals may not be accepted.

## **V. PROPOSAL REQUIREMENTS**

### **A. Contemplated Scope of Work**

The Services sought under this RFP are set forth in more detail in the Contemplated Scope of Work (**Attachment A**), attached hereto, and incorporated herein by reference. Notwithstanding the inclusion of such Services in **Attachment A**, the final scope of Services negotiated between SD Community Power, and the successful Proposer shall be set forth in the Professional Service Agreement (“Agreement”) executed by and between SD Community Power and the successful Proposer. A copy of SD community Power’s Professional Services Agreement is attached hereto as **Attachment C**. Community Power expects the initial contract term for this work to be three (3) years. Community Power reserves the right to contract for up to two additional one-year extensions for these services.

### **B. Content and Format of Proposal**

Proposals shall be concise, well organized, and demonstrate qualifications and applicable experience and approach necessary to provide the capabilities and tasks in **Attachment A**. An **Attachment D** (Proposal Checklist) has been included in this RFP package to assist Proposers with preparing and submitting a complete proposal. Ideally, proposals should use Calibri 12-point font, be single-spaced with 1-inch margins. Proposals should be submitted in Adobe PDF format. Proposers should submit their Proposals as a single PDF and include the following items shown in this section and in the order listed as a PDF:

#### ***1. Cover Letter<sup>5</sup> (No more than 2 pages):***

- a) Legal name and address of the company.
- b) Legal form of company (partnership, corporation).
- c) If company is a wholly owned subsidiary of a “parent company,” identify the “parent company.”
- d) Name, title, address and telephone number of the proposed representative to contact concerning the Proposal Submittal.

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<sup>5</sup> The Cover Letter shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the proposer.

e) California Business License Number

**2. General qualifications, key personnel & sub-consultants Narrative (No more than 10 pages):**

- a) Submit a general description of your firm's qualifications to complete the contemplated Scope of Services identified in Attachment A, along with the qualifications and specific roles of any sub-consultants to be employed. General qualifications should speak to relevant experience as a certified public accountant and should reflect experience with accounting principles generally accepted in the United States of America, with statements on standards for accounting and review services promulgated by the Accounting and Review Services Committee of the AICPA, with the California CCA industry or related utility or municipal experience.

Include the names and qualifications of the key individuals who will be responsible for delivering these services, their respective roles, specific relevant experience and the organizational structure of the team. Include resumes for key individuals who will provide service. Technical support staff should be included if they will perform a significant role in the preparation of the work products. If the firm has multiple offices, the office of record for each team member shall be listed, as well as the primary office location where the work is to be performed.

**3. Applicable Engagements or References (No more than 5 pages per engagement):** Provide summaries of up to three engagements that are similar in scope to the type of services required by the CCAs. The summaries should include client name, contact information, scope of service, team members, and total (or annual) cost of services.

**4. Proposed Approach Narrative (No more than 8 pages):** Describe your firm's proposed approach to the scope of service. Identify the methods to be used in the completion of and/or carrying out the Scope of Required Services. Proposers can include other services deemed relevant to the successful accomplishment of the Scope of Required Services.

5. ***Fee schedule & Narrative (No more than 8 pages):*** Include the firm's annual rate fee schedule for all relevant work as described in the Scope of Required Services for the initial three (3) year contract. Include the scope of work and cost for any sub-consultants proposed for the services, and the approximate percentage of the work (as a percentage of the total scope) to be performed by each sub-consultant. Proposers should also include reimbursable costs for pass-through costs related to vendors or subscriptions, if applicable.

### **C. Protests**

1. **Protest Contents:** A Proposer may protest a contract award if the Proposer believes that the award was inconsistent with SD Community Power Procurement Policy or if this RFP is not in compliance with applicable law. A protest may be submitted electronically to [cstephens@sdcommunitypower.org](mailto:cstephens@sdcommunitypower.org) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5:00 PM of the fifth business day after notification of the contract award will be rejected by SD Community Power as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, mailing address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

**Community Power Review:** SD Community Power will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. SD Community Power shall provide the proposer submitting the protest with a written statement concurring with or denying the protest. Action by SD Community Power relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a government code claim or legal proceedings.

### **D. Format of Proposal**

1. **General:** It is strongly recommended that the proposer submit proposals in the format identified in section V(B) to allow SD Community Power to fully evaluate and compare the proposals. All requirements and questions in the RFP should be addressed and all requested information supplied. SD Community Power reserves the right to request additional information which, in SD Community Power's opinion, is necessary to assure that the proposer's competence, qualifications, number of qualified employees, business organization and financial resources are adequate to perform the services according to the terms of the agreement.

2. **Preparation:** Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP.

Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work, and clarity of the proposal.

3. Authorization: The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the proposer.

#### **E. Miscellaneous**

1. Exceptions Certification to this RFP: In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the attached agreement and, in particular, the insurance and indemnification provisions therein.

2. Amendments to Proposals: No amendment, addendum or modification will be accepted after a proposal has been submitted to SD Community Power. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to SD Community Power prior to the proposal due date and time.

3. Price Validity: Prices provided by proposers in response to this RFP are valid for 90 days from the proposal due date. SD Community Power intends to award the contract within this time but may request an extension from the proposers to hold pricing until negotiations are complete and the contract is awarded.

4. Right to Negotiate and/or Reject Proposals: SD Community Power reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of SD Community Power, such action shall serve its best interests and those of SD Community Power ratepayers. The proposers are encouraged to submit their best prices in their proposals, and SD Community Power intends to negotiate only with the Proposers whose proposal most closely meets SD Community Power's requirements at the lowest estimated cost. The contract award, if any is awarded, will go to the proposer whose proposal best meets SD Community Power's requirements.

5. Prevailing Wages: Proposers shall take cognizance of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. To the extent applicable, the Proposer must agree to fully comply with and to require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws. If the Services are funded in whole or in part by federal funds or

otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the successful Proposer and all its subcontractors/subconsultants shall pay the higher of the state or federal prevailing wage rates.

#### **F. Proposal Evaluations & Criteria**

Proposals will be reviewed and ranked by a selection committee composed of SD Community Power Staff. During the evaluation process, SD Community Power reserves the right to request additional information or clarification for responses to this RFP. All submittals deemed responsive will be evaluated in accordance with the following evaluation criteria:

<b>1</b>	General Qualifications & Teaming Arrangement
<b>2</b>	Experience
<b>3</b>	Proposer's approach to meeting the Contemplated Scope of Work requested in Attachment A
<b>4</b>	Commercial Terms (Price)

Following the initial evaluation, SD Community Power may select one Proposer or select a number of Proposers (with or without interviews); or conduct interviews with a short-list of Proposers, consisting of those Proposers reasonably likely, in the opinion of SD Community Power, to be awarded the contract. Any interview may include discussions about services offered, conflicts of interests with other clients, or fees/compensation amount or structure. Interviews may take place through written correspondence, telephone or video conference, or face-to-face interviews, at SD Community Power's sole discretion. SD Community Power reserves the right to not convene interviews or discussions, and to make an award on the basis of initial proposals received. References may be contacted at any point in the evaluation process.

After a Proposer has been selected, SD Community Power will negotiate a contract for execution. The Selected proposer will be asked to complete and execute a separate Non-Disclosure Agreement. If a satisfactory contract cannot be negotiated, SD Community Power may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by SD Community Power. Proposers are further notified that SD Community Power may disqualify any Proposer with whom SD Community Power cannot satisfactorily negotiate a contract.

#### **VI. RESERVATION OF RIGHTS**

This Request for Proposals is a solicitation for proposals only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. Community Power may, at its sole discretion, accept or reject any or all proposals submitted in response to this Request for Proposals. In addition, Community Power may, at its sole discretion, elect to proceed with contract negotiations for only some of the services included in the Proposal. Community Power further reserves the right to cancel this Request for Proposals at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other



marketing costs associated with this Request for Proposals. Community Power also reserves the right to waive minor errors and omissions or inconsequential disparities in proposals, request additional information or revisions to offers and to negotiate with any or all Proposers. Community Power shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. Community Power has the right to amend the Request for Proposals, in whole or in part, by written addendum, at any time. Community Power is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization that Community Power records indicate has received this Request for Proposals. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of Community Power. Community Power is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf prior to an award of contract by Community Power. Community Power has the right to reissue the Request for Proposals at a future date.

## **VII. CONFIDENTIALITY AND PUBLIC RECORDS**

Proposals submitted in response to this RFP shall become the exclusive property of Community Power. Community Power is subject to the California Public Records Act ("CPRA"). The proposal will become a matter of public record when contract negotiations are complete and when an agreement is executed by Community Power. Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably exempted under the CPRA, such as trade secrets. If a Proposer desires to exclude a portion of its proposal from disclosure under the CPRA, the firm must prominently mark it "confidential" and state the specific provision in the California Public Records Act that provides the exemption as well as the factual basis for claiming the exemption. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption. A firm who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive. If a request is made for information marked "Confidential," Community Power will provide firms who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Community Power shall not, in any way, be liable or responsible for any resulting disclosure of any such record or any parts thereof pursuant to the CPRA or otherwise by law.

## **VIII. CONFLICTS OF INTEREST**

California Community Choice Aggregators (CCAs) are governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308 and other requirements governing conflicts of interest, campaign contributions and gifts. Firms are required to review all applicable conflict of interest laws. In addition, Community Power

has adopted policies governing procurement. Firms are advised to review all policies, including the Procurement Policy.<sup>6</sup>

The firm may not contact or receive information outside of this RFP process. If it is discovered that the firm contacted and received information from Community Power in a manner outside the process identified in this solicitation, Community Power may, in its sole discretion, disqualify the proposal from further consideration.

All questions regarding this RFP must be submitted using the online Questions Submissions Form. The question form can be accessed by using the following hyperlink: <https://forms.monday.com/forms/5655fc25059007a53852f0fd1c1a3f90?r=use1>.

## **IX. REPORTING OF SUPPLIER DIVERSITY INFORMATION**

Public Utilities Code Section 366.2(m) requires certain CCAs, including Community Power, to annually submit to the California Public Utility Commission ("CPUC"): (1) a detailed and verifiable plan for increasing procurement from small, local and diverse business enterprises; and (2) a report regarding its procurement from women, minority, disabled veteran, persons with disabilities and LGBT business enterprises.

General Order (GO) 156, adopted by the CPUC, requires certain California public utilities to engage in outreach activities and meet specific procurement goals from women, minority, disabled veteran, persons with disabilities and LGBT business enterprises. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Supplier Clearinghouse database.<sup>7</sup>

Except as otherwise expressly provided under this Policy and/or required by applicable state or federal law or funding requirements (including, without limitation, any grant or loan conditions), Community Power shall not use any demographic information received from potential vendors in any way as part of its decision-making or selection process. Rather, Community Power will use such information solely for compliance with its reporting obligations to the CPUC and evaluation of Community Power's outreach and other activities consistent with applicable law. Pursuant to Article I, Section 31 of the California Constitution, Community Power shall not discriminate against or give preferential treatment to any individual or group on the basis of race, sex, color, ethnicity or national origin except as otherwise allowed therein.

## **X. NON-DISCRIMINATION**

Community Power will not discriminate and will require its contractors to not discriminate on the basis of race, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of contractors, subcontractors, vendors or suppliers. The successful firm shall

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<sup>6</sup> <https://sdcommunitypower.org/resources/key-documents/>

<sup>7</sup> <http://www.thesupplierclearinghouse.com>

provide equal opportunity for subcontractors to participate in subcontracting opportunities.

## **XI. ATTACHMENTS**

Attachment A – Contemplated Scope of Work

Attachment B – Prospective Proposer References

Attachment C – Sample Professional Services Agreement

Attachment D – Proposer Submission Checklist

## **ATTACHMENT A CONTEMPLATED SCOPE OF WORK**

### **I. Monthly Financial Operational Assistance:**

- a) Maintain accounting system, accounts payable system and processes.
- b) Maintain the general ledger with proper support and documentation, including:
  - 1. Posting accrued revenue, cash receipts, accounts payable, cash disbursements, payroll, accrued expenses, aggregate customer billings, etc.
  - 2. Prepare or maintain the following monthly analysis regarding general ledger account balances:
    - Reconciliation to statements from CCA's financial institution for cash activity and balances;
    - Reconciliation of customer data manager reports of customer activity and accounts receivable aging to general ledger;
    - Computation of estimated user fees earned but not billed as of the end of the reporting period;
    - Schedule of depreciation of capital assets;
    - Aged schedule of accounts payable;
    - Schedules of details regarding all remaining balance sheet accounts.
- c) Manage accounts payable: Provides documentation of management review, proper segregation of duties, and access to source data. Ensures that required authorization is documented and that account coding is correct. Also provides for internal control to authorize the release of payment, providing an additional safeguard. Additionally provides weekly and monthly support for ongoing payments to SD Community Power's net-energy-metering customers.
- d) Assist with compliance of fiscal provisions of non-energy vendor contracts for services. Before remitting vendor invoices for management approval, verifies that each vendor invoice is compliant with contract provisions regarding time periods, rates, and financial limits.
- e) Provide monthly year-to-date financial statements in compliance preferably with GAAP (without disclosures). The financial statements will be

considered a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the AICPA.

- f) Provide monthly financial statements with comparison to budget.
  - 1. Provide timely budget amendments and insight suggestions.
- g) Filing annual information returns, such as form 1099/1096's.
- h) Prepare and file various compliance reports for state and local agencies such as user taxes, energy surcharges and state controller reports including financial transaction and government compensation in California and other states as needed.
- i) Assist in treasury function and assist staff with development of the operating budget.

## II. Financial Statement Audit Support

- a) Draft financial statements, notes, and MD&A letter
- b) Prepare audit workpapers
- c) Coordinate with SD Community Power and the auditor.

## III. Grant Management Support

- a) Provides ongoing support in grant billing and reconciliation in compliance with grant-specific local, state and federal grant guidelines
- b) Assists in the preparation of SD Community Power's single audit, if necessary
- c) Maintains financial statements for the San Diego Regional Energy Network
- d) Other grant support as needed

## ATTACHMENT B PROSPECTIVE PROPOSER REFERENCES

Proposer's Name: List three (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

<b>1.</b>	<b>Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
	<b>Project Name or Contract #</b>	<b># of Years / Contract Term</b>		<b>Type of Service</b>	<b>Dollar Amount</b>
<b>2.</b>	<b>Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
	<b>Project Name or Contract #</b>	<b># of Years / Contract Term</b>		<b>Type of Service</b>	<b>Dollar Amount</b>
<b>3.</b>	<b>Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
	<b>Project Name or Contract #</b>	<b># of Years / Contract Term</b>		<b>Type of Service</b>	<b>Dollar Amount</b>

**ATTACHMENT C**  
**COMMUNITY POWER SAMPLE PROFESSIONAL SERVICES**  
**AGREEMENT**

SD Community Power's standard form Professional Service Agreement will be posted on SD Community Power's solicitations website (<https://sdcommunitypower.org/resources/solicitations/>) under the announcement for this RFP in PDF form.

## **ATTACHMENT D PROPOSER SUBMISSION CHECKLIST**

The following checklist outlines all items to be provided in response to this RFP. This is meant to be used as a tool to support you in the process. This checklist does not need to be submitted. Online Application Form Hyperlink:

<https://forms.monday.com/forms/727b99720f2f28432368879fa3a5db47?r=use1>.

- ☐ Cover Letter (No more than 2 pages)
- ☐ General qualifications, key personnel & sub-consultants Narrative (No more than ten pages)
- ☐ Proposed Approach Narrative (No more than eight pages)
- ☐ Fee Schedule Narrative (No More than eight pages)
- ☐ Applicable Engagements or References (No More than five pages per engagement)