REQUEST FOR PROPOSAL, INSTRUCTIONS TO PROPOSERS,
PROPOSAL FORMS, CONTRACT FORMS, AND
SCOPE OF SERVICES

REQUEST FOR PROPOSAL
TANC ACOUNTING AND TREASURY FUNCTIONS

* * *

PRE-PROPOSAL CONFERENCE CALL

Date: December 3, 2025

Time: 10:00 am

* * *

Proposals are due at 5:00 p.m. on Wednesday, January 7, 2026, to the Transmission Agency of Northern California, by e-mail to lriegle@tanc.us and info@tanc.us.

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APPENDICES

1. Request for Proposal

The Transmission Agency of Northern California ("TANC" or "Agency"), is soliciting proposals for TANC ACCOUNTING AND TREASURY SERVICES ("Services". Services shall generally include performing: (1) monthly member billings; (2) daily invoice processing and cash management; (3) investment monitoring; (4) monthly close; (5) annual budget preparation; (6) quarterly financial statements; (7) coordinating the annual audit; (8) supporting the issuance of debt on an as needed basis; and (9) serving as TANC's Treasurer and Controller, all as further described in the Scope of Services herein. TANC intends to award one contract through the end of Fiscal Year 2029, with an option to extend the term for two additional years. TANC's fiscal year runs from July 1 through June 30.

This Request for Proposal provides instructions to interested parties for submitting proposals and establishes terms and conditions under which the Agency will contract for such Services.

Proposals responding to this Request for Proposals will be due at 5:00 p.m., on Wednesday, January 7, 2026 to the Transmission Agency of Northern California, by e-mail to lriegle@tanc.us and info@tanc.us

All proposals must strictly conform to the requirements described in this Request for Proposal.

2. Scope of Services

2.1. General

TANC is soliciting proposals for a certified public accounting firm to perform accounting and treasury services and associated reporting for the Agency, and other services as requested. The Agency intends to award one contract, for all the services described in the Scope of Services, to run from approximately April 1, 2026 through December 31, 2029, with an option for an additional two years beginning January 1, 2029 through December 31, 2031, which may be exercised by the Agency in is sole discretion.

TANC is a governmental entity organized under the California Joint Exercise of Powers Act, Government Code §§ 6500 – 6539.1, pursuant to a joint powers agreement ("JPA") entered into by fourteen Northern California public entities and one Northern California member-owned electric cooperative all of which operate electric utilities (collectively "Members"). TANC is governed by a fifteen-member commission ("TANC Commission"), with each Member appointing one commissioner (each a "Commissioner") The purpose of TANC is to provide electric transmission or other facilities for the use of its Members through its authority to plan, acquire, construct, finance, own, operate, and maintain facilities for electric power transmission. The subsidiary purpose is to do all things, which each of its Members could do separately, to provide such transmission or other facilities in an economically and financially attractive manner. The JPA provides that the costs of those activities can be financed or recovered through assessments of its Members by user charges. These user charges are applied to Members via development of a revenue requirement and incorporated into an Open Access Transmission Tariff in compliance with FERC Orders 888 and 889.[1]

TANC is the largest Participant and the Project Manager for the California Oregon Transmission Project ("COTP"), a 340-mile long, 500-kilovolt alternating current transmission project between Southern Oregon and Central California. TANC issued bonds and commercial paper to finance its participation in the construction of the COTP. Pursuant to TANC's original and subsequent bond indentures, TANC is required to issue audited financial statements no later than one hundred and twenty (120) days after the end of each fiscal year. TANC is exempt from federal/state income taxes as well as property taxes except for certain land parcels owned by TANC. Each TANC Member has agreed to pay via Project Agreement #3 a pro rata share of the costs to operate TANC and has the right to participate in future project agreements.

The Sacramento Municipal Utility District ("SMUD") currently serves as the Treasurer/Controller of TANC and is responsible for managing TANC's financial program, books and accounts. These services are the subject of this RFP. TANC contracts with an industry professional to serve as the TANC General Manager, who is

[1] TANC is not a FERC jurisdictional entity.

responsible for day-to-day management of the Agency. The General Manager's Audit/Budget Committee oversees TANC financial statements and will work with the winning proposer and staff. TANC also retains separate independent Bond Counsel as well as the retention of a Financial Advisor.

TANC's books and accounts generally conform to the Uniform System of Accounts for Public Utilities and Licenses of the Federal Energy Regulatory Commission. The Agency follows generally accepted accounting principles prescribed by the Governmental Accounting Standards Board ("GASB"). The Agency's fiscal year ends on June 30. Upon commencement of Services, it is the intention for TANC via SMUD to transfer all records and documentation, both electronic and hard copy, to the extent practical to the successful proposal.

The TANC Commission has directed the General Manager to solicit proposals from qualified firms to perform all accounting and treasury services including serving as TANC's Treasurer and Controller. TANC wishes to have a new agreement in place with a qualified firm by April 1, 2026. A copy of the latest audited financial statements is enclosed as Appendix A. TANC will, upon request, also provide a copy of its Policies and Procedures Manual for review on how invoices are processed for additional informational purposes.

2.2. Scope of Services

The Proposer shall provide the Agency with the following comprehensive accounting and treasury services to support the Agency's financial operations under the direction of the General Manager. The Services required include, but are not limited to, the following:

1. Accounting (Controller) Services

- TANC and COTP Transaction Volume:
    - General Ledger – COTP 1, TANC 1
    - A/P Invoices – Combined COTP/TANC - Avg 30-35 monthly
    - Member Cash Calls: COTP 3 monthly, TANC 8 monthly and 6 annually
    - Assets to Unitize – varies – COTP - 4 in 2025
    - Bank Accounts – COTP 2, TANC 13
    - GL Accounts – COTP 97, TANC 309
    - Journal Entries – Combined COTP/TANC - 15-17monthly and 2-3 quarterly/annual
    - Audit: TANC 1
    - Budget: TANC 1
    - Bonds Series Outstanding – TANC 1

- Perform daily accounting transactions including accounts payable, accounts receivable, general ledger entries, and bank reconciliations.

- Manage month-end and year-end closing processes to ensure accurate and timely financial reporting.
- Maintain detailed and organized financial records in accordance with generally accepted accounting principles (GAAP), GASB, and Agency policies.
- Prepare and process journal entries, account reconciliations, and adjustments as necessary.
- Generate monthly and quarterly financial statements reports to assist Agency management in monitoring financial performance including budget to actual variance reports to the General Manager's Audit/Budget Committee and the TANC Commission.
- Collaborate with Agency staff to implement and maintain accounting controls and procedures.
- Prepare monthly cash calls to Members per cost sharing percentages.
- Prepare and distribute annual long-term layoff agreement cash calls and distributions.
- Capitalize fixed assets and track construction in progress for the COTP, including calculation of depreciation.
- Update depreciation model(s) at least annually.
- Ensure appropriate ACH access and ability to write hard checks when required.
- SMUD currently uses SAP. Please identify the accounting software the bidder intends to use in this proposal.
- Ensure compliance with applicable federal, state, and local regulations and reporting requirements.
- Prepare and present TANC's available cash report to Audit/Budget Committee and TANC Commission bi-annually.
- Provide TANC Open Access Same-Time Information System ("OASIS") accounting services, receive and monitor the receipt of funds and advise Western Area Power Administration ("WAPA") (TANC's OASIS provider) upon the receipt of funds and initiate the disbursement of revenues.
- Conduct general coordination activities with WAPA as required.
- Conduct coordination activities with TANC staff as required.
- Provide TANC Congestion Revenue Rights ("CRR") accounting services, receive and monitor the receipt of funds and initiate the disbursement of revenues.
- Coordinate and support annual financial statement audit preparations and provide documentation and explanations during audits including:
    - Prepare audit schedule such as Due from Members, Members' equity schedule, Open Access Transmission Tariff ("OATT") excess and others, interim audit items and other PBCs.
    - Monitor and implement new GASB pronouncements and update policies, procedures, and reporting as standards evolve.

- Support annual audit with audit schedules and other reports.

- Prepare annual audited financial statements including Management, Discussion and Analysis and footnote disclosures.
- Prepare and provide Members' share of debt and equity to the Agency and Members as requested.
- Provide financial data and reports to the Members and TANC Commission.
- File Special District report annually with the State Controller for TANC.
- File GCC Government Compensation in Capital report annually with the State Controller for TANC.
- File California Public Employees' Retirement System Social Security Administration ("CalPERS SSA") Annual Information Request report for TANC.
- Support of single audit (if applicable).

2. Treasurer Services

- Manage daily cash flow activities including monitoring and recording receipts and disbursements.
- Oversee bank accounts, manage bank relationships, and perform daily cash management functions.
- Prepare daily cash position reports and forecast short-term cash needs.
- Reconcile treasury transactions and accounts on a timely basis.
- Manage investment activities and ensuring compliance with Agency policies.
- Coordinate wire transfers, electronic payments, and other treasury-related transactions.
- Support the management of debt service payments.
- Prepare monthly and quarterly investment reports.
- Annually – provide treasury related annual audit documents (credit ratings, account balances, collateral and arbitrage reports).
- Manage TANC's debt issuance(s):
    - Ensure TANC is in compliance with its Bond agreements and financial covenants.
    - To the extent it is in existence, maintain line(s) of credit in conjunction with Financial Advisor guidance, and on a monthly basis pay any related fees.
    - Provide annual required disclosures to Bond holders.
    - Assist and support with investment banks to solicit RFPs for new debt issuance as needed.
    - Prepare Official Statement and Work with outside counsel for Official Statement and review of all bond documents.
    - Assist and support rating agency relationships and requests for information and generating formal presentations.

    - Manage interest and commitment fee invoice payments.

- Provide recommendations for treasury and investment policies, procedures, and risk management practices.
- Ensure compliance with all debt covenants and requirements.
- File Form 700 Fair Political Practices Commission ("FPPC") as appropriate.

The Proposer shall provide all labor, material, and equipment required to complete these efforts.

2.2.1 Existing Documentation

SMUD will supply procedures, including the Policies and Procedures Manual, workpapers, trial balance, and all schedules to the successful Proposer to enable the transition. Any cost charged by SMUD related to this transition will be paid by the Agency. It is presumed that this transition will be further determined and confirmed by the TANC Commission, before contract execution with the winning proposer, but envisioned to last through June 30, 2026.

2.2.2 General Requirements

The contract for accounting and treasury services will be a not-to-exceed contract amount and will be awarded for the remainder of fiscal year 2026, and the full 2027 and 2028, and 2029 fiscal years with the option for the Agency to extend for an additional two years. The contract will be cancelable by either party prior to November 1 of each year for the following June 30 year end. In addition, the contract should include other accounting or treasury services stating the rate for each classification of staff proposed. Among other concepts, the contract will include provisions for the insurance requirements set forth in Exhibit B, attached hereto, the contractor to defend, indemnify, and the hold the Agency harmless, for the contractor to provide fidelity bonds in favor of the Agency, mediation, and shall be subject to California law, with venue for disputes in the Superior Court in and for the County of Sacramento and for the recovery of attorney's fees and costs by the successful party in any legal proceeding. Each proposal shall include a form of a proposed contract that, at a minimum, addresses all of the above and that is subject to review and negotiation between it and TANC.

2.2.3 Formats and Content of Submittal

Proposers are requested to follow the format given below. While the Agency's format may represent a significant departure from the Proposer's preference, the Agency is requiring strict adherence to the format. Variations from the format may result in a proposal being determined to be non-responsive. The proposal must be submitted in two parts, each clearly labeled with the firm's name and with the appropriate label of (1) Qualifications and (2) Cost Proposal. Each part must be submitted in a separate package, and the Cost Proposal must be sealed.

2.2.4 Qualifications

Please submit qualification information in the format requested in the "Detailed Proposal" section of this Request for Proposal. Proposers should provide detailed answers to each question.

2.2.5 Cost Proposal

Proposers should provide a Cost Estimate in the format requested in Section 5-6 for all services described in the Scope of Services section. Please indicate staff classifications, estimated number of hours to provide the work, Rate of Pay and the extended amount for each line. For the successful Proposer, the Total Cost for schedules A, B, C, and D will represent the total contract amount. Proposers are reminded that the proposal is a not-to-exceed amount for the services listed in section 2.2 above. Any additional services contracted for will be based on the Rate of Pay and staff classifications included in the proposal.

To provide a consistent means in which to evaluate the proposed fees, please submit a cost proposal in the proposal. The fee for the Services will be paid on a monthly basis, but please provide annual estimate of costs. Any changes in the Scope of Work introduced by the Agency or unusual events, which require further work, will be negotiated separately with the successful Proposer. The proposal must state an hourly rate for each staff classification proposed, and the hourly rate must include all other expenses for which the firm would expect to be reimbursed, including, but not limited to, per diem, travel, and communications costs.

In addition to proposing fees for the remainder of fiscal year 2026, and the full 2027 and 2028, and 2029 fiscal years, an estimate of the range of fees for an optional two-year contract extension must be included. The format of the cost proposal must be as follows:

a) **Accounting Services -** The fee proposed must include full cost of the services listed in section 2.2
b) **Treasury Services -** The fee proposed must include full cost of the services listed in section 2.2
c) **Services Associated with Bond Offerings** – Provide a proposed fee and hourly rates for the remainder of fiscal year 2026, and the full 2027 and 2028, and 2029 fiscal years. Services Associated with Bond Offerings should be proposed on a per hour basis by staff classification. The hourly rate proposed must include all expenses that the firm would expect to be reimbursed for.
d) **Other Accounting Services** - Please provide rates for any other accounting services as needed on an hourly basis by staff classification, including all expenses for which the firm expects to be reimbursed for the remainder of fiscal year 2026, and the full 2027 and 2028, and 2029 fiscal years.

2.2.6 Coordination of Services

The primary contact for this engagement requirement will be Larry Riegle, with Guidehouse ("TANC Staff"). He will be responsible for requesting the successful Proposer's services and approving or rejecting the successful Proposer's work and invoices.

3. Instructions for Proposers

3.1. Time and Manner of Submission

Proposals shall be submitted by e-mail no later than 5:00 p.m., on Wednesday, January 7, 2026 to the Transmission Agency of Northern California, by e-mail to lriegle@tanc.us and info@tanc.us.

Each proposal shall give the full business address of the Proposer and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature. When requested by the Agency, satisfactory evidence of the authority of the person signing on behalf of the Proposer shall be furnished.

Proposals shall cover the entire scope of the Request for Proposals. All proposals submitted become the property of the Agency.

3.2. Explanations to Proposers

Should the Proposer find discrepancies in or omissions from this document or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer shall immediately send the Agency a written request for interpretation, clarification, or correction thereof before submitting a proposal.

Please email questions or request for information to Larry Riegle at lriegle@tanc.us and info@tanc.us, by close of business on Friday, November 21, 2025. By receiving questions prior to the Pre-Proposal Conference Call, the Agency will be in a better position to ensure all questions are answered.

Replies to such inquiries will be made only in the form of addenda to this Request for Proposal and will be issued simultaneously to all business firms or persons who have obtained a copy of the Request for Proposal from the Agency. Verbal requests for information during the period of proposal preparation are acceptable if made sufficiently in advance of the proposal opening date to allow issuance of an addendum to the Request for Proposal. Direct all communications regarding questions on this Request for Proposal prior to the due date to the following, as appropriate:

Contact Person:	Larry Riegle
Phone number:	(916) 631-4021
Email:	lriegle@tanc.us
	info@tanc.us

The Agency will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives, unless such interpretations are subsequently issued in the form of a written addendum to this Request for Proposal.

3.3. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by a written or telecopy request received by the Agency prior to the Request for Proposal due date.

3.4. Revisions and Supplements

3.4.1 Addenda:

If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.

3.4.2 Acknowledgment of Addenda:

Receipt of each addendum to this Request for Proposal by a Proposer must be acknowledged by signing and submitting the addendum signature sheet as part of the Proposer's proposal.

3.5. Conditions and Pre-Proposal Conference Call:

In addition to examination of this Request for Proposal, each Proposer shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which, during the contract time period, could affect in any way, the work, performance of work, or the cost thereof. Any failure to fully investigate the work site or the foregoing conditions shall not relieve the Proposer from responsibilities for properly estimating the difficulty or cost of successfully performing the Services. The Agency assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Request for Proposal, unless such information is in writing in the form of an addendum to this Request for Proposal.

A Pre-Proposal Conference Call is scheduled for 10:00 a.m. on Wednesday, December 3, 2025. It is recommended that all Proposers participate in this conference call to ensure a complete understanding of the details of this Request for Proposal. In addition, Proposers will be able to ask questions. Since this is a competitive process, all firms submitting a proposal must have access to the same information, which will make it impossible for a firm to meet with Agency staff on an individual basis. Additionally, all proposers that have received copies of this Request for Proposal will be provided with a written list of the questions and answers discussed.

3.6. Proposal Evaluation and Selection Process

The proposals submitted in response to this solicitation shall be evaluated for award of a contract based on the criteria described in the Proposal Evaluation Criteria section of this Request for Proposal.

TANC may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on the Agency's review of the proposals received, a short-listed group of Proposers may be selected. The short-listed firms may be required to make verbal presentations of their qualifications to the Agency. If a presentation is required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable, it is in the best interests of the Agency to accept it, and the parties can agree on the form of the contract.

The Agency reserves the right in its sole discretion to reject any or all proposals and to waive any irregularity in the proposals received.

By April 1, 2026, after the Agency issues the Notice of Proposed Contract Award, the successful Proposer shall deliver to the Agency the required insurance certificates and endorsements, fidelity bonds, and the signed copies of the contract that has been negotiated and agreed to by TANC and the successful Proposer. The Agency will not issue the Notice to Proceed until the Agency has received all the above-required documents.

RFP & CONTRACT AWARD SCHEDULE

Nov 14, 2025	RFP transmitted to accounting firms and posted to TANC's website
Nov 28, 2025	Pre-Proposal Conference Call questions due
Dec 3, 2025	Pre-Proposal Conference Call
Jan 7, 2026	Bids due from accounting firms
Jan 14, 2026	TANC to review bids
Jan 20-23, 2026	Conduct bidder interviews from short list (if needed)
Mar 18 2026	TANC Commission considers approval of contract for accounting and treasury functions
April 1, 2026	Proposed contract commences Apr 1

3.7. <u>Duration of Contract</u>

This contract is for a portion of the 2026 fiscal year and three additional full fiscal year periods for 2026, 2028, and 2029, with an option for the Agency to extend the contract for two additional years, unless otherwise mutually agreed upon in writing.

3.8. <u>Qualifications of Proposers</u>

The Agency expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection. Each proposal shall identify and provide the qualifications of the Proposer's key personnel, including primary supervisor or manager providing and/or overseeing the provision of

Services. The successful Proposer shall not change its key personnel, including the primary supervisor or manager, without the prior written consent of the Agency.

3.9. Proposal Preparation Costs

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to the Agency.

3.10. Conflicts

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If a conflict exists within the contract itself, the Terms and Conditions govern, followed by the Scope of Services. If conflict exists between the contract and applicable federal or state law, rule, regulation, order, or code; the law, rule, regulation, order or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

3.11. Cost Proposal

The Proposer shall be reimbursed as described below for Services performed under the contract.

3.11.1 Cost Estimate

The Proposer shall provide a detailed cost estimate for each task described in the Scope of Services section of this Request for Proposal. This cost estimate shall be submitted in accordance with the requirements specified in the Cost Estimate, Section 5-6 of this Request For Proposal.

3.11.2 Manner and Time of Payment

Monthly billings shall be submitted in accordance with the above provision of this Request For Proposal. In addition to the progress invoice, the successful Proposer may be required to submit (concurrently) a project status report describing the current status of each task, an updated schedule, and major project issues.

3.12. Tax Forms

The Proposer to whom the contract award is made shall furnish the Agency with a completed Federal Tax Form W-9 from and a State of California Franchise Tax Form 590. A blank Form 590 will be provided with the contract documents.

3.13. Notice Related to Proprietary/Confidential Data

Proposers are advised that the California Public Records Act (the "Act", Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask the Agency to withhold as exempt under the

Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Information pertaining to the cost to provide the Services and hourly rates are not "proprietary" or "confidential". A failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. The Agency favors full and open disclosure of all such records. The Agency will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. Along with each Proposer's response to this Request for Proposal, each Proposer is required to submit a signed indemnity agreement, included with its response to this Request for Proposal, whereby Proposer shall agree to indemnify and defend the Agency against all claims or actions brought against it to seek access to or compel disclosure of any records or documents in the Agency's possession which were submitted to the Agency by the Proposer pursuant to this Request for Proposal. The indemnity agreement each Proposer will be required to sign and submit along with its response to this RFP is included in the "Proposal Requirements" section of this Request for Proposal.

3.14. Contract

The Proposer shall include with the proposal a form of a proposed contract that, at a minimum, addresses all of the contractual issues addressed in this Request for Proposal above and that is subject to review and negotiation between it and the Agency. The Agency may reject any proposal that includes a proposed form of contract, the terms of which the Agency does not accept. The Agency may refuse to enter into a contract if it and the successful proposer cannot agree to the terms of the contract and in such event, the Agency may withdraw the Notice of Proposed Contact Award and issue a new Notice to a different Proposer and enter into a contact with a different Proposer.

The contract for Accounting and Treasury Services will be a not-to-exceed contract amount and will be awarded for the remainder of fiscal year 2026, and the full 2027 and 2028, and 2029 fiscal years with the option for the Agency to extend for an additional two years. To the extent additional funds may be required for continued service, a request for such funds must be made and authorized by the Commission.

The contract will be cancelable by either party prior to November 1 of each year for the following June 30 year end. In addition, the contract should include other Accounting or Treasury Services stating the rate for each classification of staff proposed. Among other provisions, the contract will include provisions for the insurance requirements set forth in Exhibit B, attached hereto, the contractor to defend, indemnify, and the hold the Agency harmless, for the contractor to provide fidelity bonds in favor of the Agency, mediation, and shall be subject to California law, with venue for disputes in the Superior Court in and for the County of Sacramento and for the recovery of attorney's fees and costs by the successful party in any legal proceeding. Each proposal shall include a form of a proposed contract that, at a minimum, addresses all of the above and that is subject to review and negotiation between it and TANC.

3.15. Indemnification

The contract shall include a provision that requires the successful Proposer to indemnify, defend, and hold harmless the Agency, its directors, officers, and agents against all claims, loss, damage, expense and liability asserted or incurred by other parties, including, but not limited to, SMUD and Project Management employees and the successful Proposer's employees, arising out of or in any way connected with the performance of the contract and caused by the acts, omissions, intent or negligence of the independent public accountant, its agents, employees and suppliers, and excepting only such loss, damage, expense, or liability as may be caused by the intentional acts, omissions, or the sole negligence of the Agency or its staff.

3.16. Insurance Requirements

The successful Proposer shall comply with all provisions of the insurance requirements specified in Form X-2 and included as Appendix B.

4. Proposal Evaluation Criteria

The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting.

Evaluation Item	Weighting
1. Proposer's Experience and Qualifications	30%
2. Experience and Qualifications of Key Personnel	30%
3. Proposer's Ability to Meet the Monthly, Quarterly and Annual Reporting for the audit and annual budget schedule	10%
4. Commercial Terms (Price)[2] and Compliance with Agency Contractual Terms[3]	30%
MAXIMUM SCORE	**100%**

NOTES:

- The Agency reserves the right to reject all submittals and to re-advertise or extend the deadline, if necessary.

[2] More weight has been given to the management and technical ability of the Proposer than on price. In the event it is evident that the prices proposed are unbalanced as to items charged or are otherwise determined by the Agency to be unfair or unreasonable, the Agency reserves the right to reject the proposal and award to the Proposer who otherwise meets the requirements of this Request for Proposal.

[3] Non-compliance may result in TANC's rejection of a Proposer's proposal.

5. Proposal Requirements

To facilitate the Agency's proposal review process, it is required that each proposal contains all of the information within this section and is organized in the sequence that the items appear in this section.

See the table of contents for a listing of the contents within this section.

5.1. Proposal Agreement

In compliance with TANC Accounting and Treasury Functions, the undersigned hereby proposes and agrees to provide the services described, at the rates and dollar limits defined in the Pricing Structure and the Cost Estimate attached hereto.

It is understood that this proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days after the submission date for the proposals.

The undersigned certifies that he/she has examined and is familiar with the content of this Request for Proposal; also that he/she has checked all the figures shown in the proposed Pricing Structure and Cost Estimate and other attachments hereto and understands that the Agency will not be responsible for any errors or omissions on Contractor's part in preparing this proposal.

The undersigned further agrees, if awarded the contract, that he/she will commence negotiation of the contract with the Agency and the work within the time set forth and will perform the work in accordance with the contract documents attached to this Request for Proposal.

Attached hereto and made a part thereof by this reference are Proposer's detailed proposal and proposal forms pages 5-3 through 5-10.

PROPOSER:

Company: ____

Address: ____

Signed: ______________________ Title: ______________________

Print Name: ______________________ Telephone: (   ) ______________________

Title: ______________________

eMail: ______________________

Date: ______________________ Fax: (   ) ______________________

5.2. Detailed Proposal

5.2.1 Evaluation Criteria 1 - Proposer's Experience and Qualifications

For this part of your proposal, please submit your detailed responses in the format below:

a. Cover Sheet
b. Table of Contents
c. Experience: Proposers shall provide a detailed description of their firm’s experience and qualifications in delivering accounting, financial reporting and treasury services. The response should demonstrate the firm’s ability to perform the scope of work outlined in this Request for Proposal, with a focus on monthly, quarterly, and annual reporting for public agencies or similar organizations. At a minimum, the response should include:
    i. **Overview of the Firm**
        1. Describe your firm’s experience in providing accounting and treasury functions, including experience with electric utilities with transmission assets and California Joint Power Authorities.
        2. Please provide your office locations and primary office serving this engagement.
    ii. **Relevant Experience**
        1. Description of at least three (3) engagements within the past five (5) years that are similar in scope and complexity.
        2. Include the name of the client, type of organization (e.g., government agency, utility, nonprofit), services provided, and duration of the engagement.
        3. Highlight experience with monthly close processes, quarterly financial statements, and preparation of annual financial statements.

    iii. **Technical Expertise**
        1. Describe your firm’s experience providing accounting and treasury functions that follow GASB.
        2. Describe your firm’s experience supporting external audits and preparing audit-ready financial packages.
        3. Describe your firm’s experience in accounting for derivatives related to financial contracts, specifically those following GASB 53.

4. Describe your firm's process in ensuring proper accounting treatment for a client's new or proposed accounting treatments.

iv. **Use of Technology**
    1. Description of accounting systems and reporting tools to be used.
    2. Any automation or process improvements implemented.

v. **Client References**
    1. Provide a list of your top 5 clients, including any electric utility clients, your firm (home office) is responsible for the accounting and/or treasury functions in terms of their annual operating revenues (include the amount of operating revenues). In addition, provide any experience with California Joint Powers Agencies or similar entities. Include information on the number of years for each client, the date last served each client, the type of services performed (i.e. Accounting services, Consulting, Audit, Other), the number of staff performing those services and a contact person and phone number from each referenced client.

d. Transition Schedule. State how you would manage the accounting services and treasury functions transition[4] to minimize disruption of the Agency's personnel and ensure a timely completion of the first-year audit. The first-year (FY26) audit is required to be completed by October 31, 2026.
e. Peer Review. Describe the results of the most recent peer review of your firm and the actions taken to address any significant weaknesses noted in the review. Provide a copy of the most recent peer review report.
f. Disciplinary Action. Discuss whether your firm has been the object of any disciplinary action during the past three years.
g. <u>Use of subcontractors is not permitted.</u>

5.2.2 Evaluation Criteria 2 - Experience and Qualifications of Key Personnel

Proposers shall identify the key personnel who will be assigned to this engagement and provide detailed information about their qualifications and relevant experience. The Agency places particular emphasis on experience

[4] Please reference transition by SMUD staff in Section 2.2.1

related to Electric Utilities with transmission assets and California Joint Power Agencies.

Please include the following information:

a. Team Composition.
Provide the names, titles, and home office locations of all proposed team members who will be involved in delivering accounting, financial reporting, and treasury services.

b. Manager/Supervisor in Charge.
Identify the individual who will serve as the primary manager or supervisor for this engagement. Describe their professional qualifications, certifications (e.g., CPA, CMA), and relevant experience, particularly in the areas of electric utility accounting, transmission asset reporting, and working with California Joint Power Agencies. Include a summary of their leadership role and oversight responsibilities.

c. Staff Member(s).
For each supporting team member, describe their role on the engagement, relevant qualifications, and specific experience related to electric utilities, transmission assets, and California Joint Power Agencies. Highlight any specialized skills or knowledge that will contribute to the successful execution of the scope of work.

5.2.3 Evaluation Criteria 3 - Proposer's Ability to Meet the Monthly, Quarterly and Annual Reporting schedule for the annual audit and Annual Budget

a. Proposer to confirm their ability to meet the Agency’s required monthly, quarterly and annual audit reporting deadlines, including the October 31 deadline for the annual audit report. In addition, the annual budget and preparation thereof must be completed by April 30 to be approved at the May TANC Commission meeting.

b. Proposer to describe your approach to managing and delivering monthly, quarterly, and annual reporting services in a timely and accurate manner.

c. Provide a proposed timeline that outlines key milestones and deliverables for the annual audit and budget process.

d. Explain how the firm ensures timely completion of deliverables, including staffing strategies, internal review processes, and coordination with the Agency.

5.2.4 Evaluation Criteria 4 - Commercial Terms (Price) and Compliance with Agency's Contractual Terms

This section includes the cost information contained in the Cost Estimate, section 5-5 of this Request for Proposal.

The Proposer shall note all exceptions taken to this Request for Proposal. The Agency reserves the right to reject any proposal based on noncompliance with the requirements of this Request for Proposal.

5.3. Noncollusion Affidavit

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

_______________________________________, being first duly sworn, deposes and says
(Name)
that he or she is __________________________of ______________________________
(Title) (Contractor's Name)

the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer , or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

____
Signature Notary Public

____
Typed Name

(The signature of the officer on this affidavit must be acknowledged before a Notary Public)

5.4. Public Record Indemnity Agreement

________________________________ ("Proposer") shall indemnify, defend and hold
(Name of Company submitting proposal)
TANC its Commissioners, officers, agents, and employees (collectively, "Indemnitees") harmless against all claims or causes of action brought against Indemnitees seeking to cause the release or disclosure of Proposer's Proposal and related materials submitted to Indemnitees in response to this Request For Proposal, TANC ACCOUNTING AND TREASURY SERVICES. In the event Proposer fails or refuses to indemnify or defend Indemnitees upon a timely request as provided hereunder, Proposer shall unconditionally waive all claims against, completely release and forever discharge Indemnitees from any and all claims, damage, loss, expense and liability Proposer may incur arising from or in any way connected to Indemnitees release of Proposer's Proposal and materials related thereto.

It is agreed that in the event of any litigation arising hereunder, the Proposer at the request of the Agency shall submit to the jurisdiction of the Superior Court in and for he County of Sacramento, State of California and will comply with all requirements necessary to give such Court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in Section 415.40 of the California Code of Civil Procedure or in any other manner provided for in said code for service upon a person outside the State of California. The prevailing party in any litigation arising hereunder shall be entitled to an award of its reasonable attorney's fees and costs.

ACCEPTED FOR PROPOSER

____
Company Name

____
Signature

____
Print Name and Title

____
Date

5.5. Cost Estimate

Pricing Schedule
In accordance with this Request for Proposal, the Proposer agrees to provide the Services described in the Scope of Services at the rates shown in this Schedule.

A. The not-to-exceed fees for Accounting & Treasury functions for the partial Fiscal Year (FY) 2026 and full FY 2027, 2028 and 2029 as well as optional years 2030 and 2031 should follow the format below:

Partial FY 2026

Item No	Staff Classifications	Total Hours	Rate Per Hour	Extended Amounts
			$___________	$___________
			$___________	$___________
	Total Costs (Not-To-Exceed)			$___________

Year 2027

Item No	Staff Classifications	Total Hours	Rate Per Hour	Extended Amounts
			$___________	$___________
			$___________	$___________
	Total Costs (Not-To-Exceed)			$___________

Year 2028

Item No	Staff Classifications	Total Hours	Rate Per Hour	Extended Amounts
			$___________	$___________
			$___________	$___________
	Total Costs (Not-To-Exceed)			$___________

Year 2029

Item No	Staff Classifications	Total Hours	Rate Per Hour	Extended Amounts
			$___________	$___________
			$___________	$___________
	Total Costs (Not-To-Exceed)			$___________

Total Cost of This Proposal	**$_____________**
(This sum includes the Total Costs for Partial FY 2026, Full Years 2027, 2028, & 2029)	

Optional Year 2030

Item No	Staff Classifications	Total Hours	Rate Per Hour	Extended Amounts
			$___________	$___________
			$___________	$___________
	Total Costs (Not-To-Exceed)			$___________

Optional Year 2031

Item No	Staff Classifications	Total Hours	Rate Per Hour	Extended Amounts
			$___________	$___________
			$___________	$___________
	Total Costs (Not-To-Exceed)			$___________

B. The not-to-exceed fees for work required for consent to use the audited financial statements in connection with the issuance of bonds should follow the format below:

Item No	Staff Classification	Total Hours	Rate Per Hour	Extended Amounts
		Hrs	$___________	$___________
		Hrs	$___________	$___________
	Total Costs (Not-To-Exceed)			$___________

C. The hourly rates for the other accounting and treasury services:

Item No	Staff Classification	Rate Per Hour
		$___________
		$___________
	Total Costs	

Appendix A – Preliminary FY25 Financial Statements

Provided under separate cover

Appendix B – Insurance Requirements

CONSTITUTING PART OF CONTRACT OR INVITATION NO.: ___ DATED: ______
FOR FOLLOWING SERVICES:______________________________

TYPE OF COVERAGE	MINIMUM LIABILITY LIMITS	
Commercial General Liability	**Per Occurrence**	**Aggregate**
(ISO Form CG0001 or other similar form acceptable to TANC, including premises/operations, contractual, independent contractors and additional insured form CG2010 ["Form B"])	$1,000,000 (BI/PD CSL)	$1,000,000 (BI/PD CSL)
Business Automobile	**Per Person**	**Per Accident**
(ISO Form CA0001, or other similar form acceptable to TANC, covering owned, hired, leased and non-owned vehicles, including "additional insured" coverage)	$1,000,000 (BI/PD CSL)	$1,000,000 (BI/PD CSL)
Professional Errors and Omissions Liability	**Per Claim**	**Aggregate**
(Covering claims for financial, BI and PD losses.)	$10,000,000 (BI/PD CSL)	$10,000,000 (BI/PD CSL)
Statutory California Workers' Compensation	**Per Employee**	**Per Accident**
(Including USLH, where applicable, and Employer's Liability)	$1,000,000 (BI/PD CSL)	$1,000,000 (BI/PD CSL)

1. **THE INSURANCE DESCRIBED ABOVE SHALL BE PRIMARY** as respects TANC, its Members, the other owners of COTP, the Project Administrator, and their respective directors, officers, representatives, agents, and employees (hereinafter referred to as "The Parties"), and any other insurance effected or procured by any of The Parties shall be excess of and shall not contribute with such other insurance.
2. The coverage specified above except Workers' Compensation and Professional Liability shall name The Parties as **ADDITIONAL INSUREDS** and shall contain a severability of interests' clause.
3. Insurance effected or procured by Broker **SHALL NOT REDUCE OR LIMIT BROKERS' CONTRACTUAL OBLIGATIONS** to indemnify and defend The Parties for claims made or suits brought which result from or in connection with the performance of this contract.
4. Coverages written on an occurrence form **SHALL BE MAINTAINED DURING** the entire term of the contract. Coverages written on a claims-made form shall be maintained during the entire term of the contract and further until one year following termination and acceptance of all contract work.
5. At TANC's sole discretion and Broker's sole expense, **COVERAGE LIMITS MUST BE REPLENISHED** immediately upon insurer's reduction due to payment of claims. Failure to do so may result in cancellation of the contract, at TANC's sole discretion. Upon Broker's failure to place, renew, or replenish coverage, TANC may do so on Contractor's behalf and deduct the cost thereof from contract payments.
6. During the entire term of the contract, Broker shall provide and maintain **CERTIFICATES OF INSURANCE AND ENDORSEMENTS** completed by its insurer(s), agent or broker certifying that at least the minimum insurance coverages, limits and endorsements required above are in effect, and that the coverages will not be canceled or materially changed without thirty (30) days advance written notice to TANC.