



## **SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

### **Request for Proposals for Critical Spare Parts for General Electric LM6000 PC Sprint Gas Turbines at the Canyon Power Plant, Anaheim, California**

**RFP Date: October 11, 2012**

**Response Deadline: November 1, 2012 at 4:00 PM PDT**

The Southern California Public Power Authority (SCPPA) is hereby soliciting competitive proposals for critical spare parts for the four LM6000 gas turbine packages at the Canyon Power Plant (PC Sprint Gas SAC 60Hz Brush), located at 3071 E. Miraloma Avenue, Anaheim, CA 92806

#### **Introduction**

SCPPA, a joint powers authority and a public entity organized under the laws of the State of California, was created pursuant to the Government Code of California and a Joint Powers Agreement for the purpose of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation or transmission of electric energy.

Membership of SCPPA consists of eleven cities and one irrigation district, which supply electric energy within Southern California, including the municipal utilities of the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, and Vernon, and the Imperial Irrigation District (Member Agencies).

SCPPA is governed by its Board of Directors, which consists of representatives from each of its members. The management of SCPPA is under the direction of an Executive Director who is appointed by the Board.

#### **Proposal Submission Required Elements**

- 1. Bid Spreadsheet:** Bids in response to this RFP shall be submitted by completing the attached "Canyon Power Plant Critical Spare Parts Bid Spreadsheet," including firm prices valid through January 31, 2013. Prices bid shall be for each respective line item only, which may be purchased separately. Any lot purchase or dollar threshold discounts shall be described in the transmittal letter. Shipping procedures and costs shall also be described in the transmittal letter. Lot shipments are preferred to minimize shipping costs. SCPPA will remit sales taxes directly to California, so please do not include sales tax in the bid prices.

- 2. Transmittal Letter:** Please include a transmittal letter, including a brief statement of Respondent's understanding of the proposal requirements, specifications, and acceptance of the attached contractual terms and conditions. An officer authorized to bind the respondent must sign the proposal on behalf of the respondent, and the transmittal letter must include the following declarations:

“This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.”

- 3. Applicant Information:** Provide legal name of the company, physical street address, e-mail address, telephone, name and title of individuals authorized to represent the Respondent.
- 4. Litigation:** Respondent shall indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation or financial stability.
- 5. Experience and Financial Stability:** Describe any experience providing critical spare parts for similar power plants over the last three years and provide a statement regarding Respondent's financial stability.

## **Proposal Submission Delivery Requirements**

There will be no initial bidder conference associated with this request for proposals. Clarification questions may be addressed to Manny Robledo at [mrobledo@anaheim.net](mailto:mrobledo@anaheim.net)

One (1) hard copy of your proposal, including the transmittal letter of authentic offer with wet-ink authority signature and an electronic copy of your Bid Spreadsheet, shall be delivered the following address prior to 4:00 PM on November 1, 2012:

SCPPA Canyon Power Plant  
Attn: Manny Robledo  
3071 E. Miraloma Avenue  
Anaheim, CA 92806  
(714) 765-7480

One electronic copy of your proposal shall also be e-mailed to each of the following recipients: [mrobledo@anaheim.net](mailto:mrobledo@anaheim.net) and [cbyrom@anaheim.net](mailto:cbyrom@anaheim.net).

No contact should be made with the Board of Directors or SCPPA Participating Member Agencies concerning this request for proposals.

All information received by SCPPA Canyon Power Plant in response to this request for proposals is subject to the California Public Records Act and all submissions may be subject to review in the event of an Audit.

## **Proposal Terms and Conditions**

1. SCPPA Canyon Power Plant reserves the right to cancel this RFP at any time, reject any and all proposals and to waive irregularities.
2. SCPPA Canyon Power Plant shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
3. Proposals may be subdivided or combined with other proposals, at SCPPA Canyon Power Plant's sole discretion.
4. All items in proposal to include a written warranty valid for three (3) years from the date of delivery or one (1) year from the date of installation, whichever occurs first.
5. All items in proposal to be certified new, OEM specification parts; no refurbished or re-worked parts will be accepted and SCPPA Canyon Power Plant reserves the right to return such items to supplier for re-imburement freight collect.
6. Supplier should consolidate shipments in such a manner as to minimize shipping costs; however, SCPPA Canyon Power Plant reserves the right to expect expedited shipments of those items it deems necessary for the efficient operation of its power plant.
7. If initial, specified lead times for an item cannot be met, SCPPA Canyon Power Plant reserves the right to cancel that item and have it supplied by an alternate vendor.
8. All relevant paperwork including packing lists and invoices should include the original part number identified on the RFP as a reference even if supplier part numbers differ.
9. All invoices and correspondence should be sent directly to: SCPPA Canyon Power Plant, Attn: Manny Robledo, 3071 E. Miraloma Avenue, Anaheim, CA 92806.
10. SCPPA Canyon Power Plant reserves the right to re-bid or cancel an item in the original proposal if there is a subsequent revision to that item in the time between acceptance of proposal and delivery of item.
11. Quote must be valid through January 31, 2012 to allow for sufficient review time prior to awarding contracts.
12. SCPPA Canyon Power Plant shall perform an initial screening evaluation to identify and eliminate any proposals that are not responsive to the request for proposals, do not meet the minimum requirements set forth in the request for proposals, are clearly not economically competitive with other proposals, or are submitted by respondents that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable services.
13. SCPPA Canyon Power Plant reserves the right to submit follow up questions or inquiries to request clarification of information submitted and to request additional information from any one or more of the respondents.

14. SCPPA Canyon Power Plant reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to the respondent, or to make the award to that respondent, who, in the opinion of SCPPA Canyon Power Plant, will provide the most value to SCPPA Canyon Power Plant and its customers.
15. SCPPA Canyon Power Plant may decline to enter into any potential engagement agreement or contract with any respondent, terminate negotiations with any respondent, or to abandon the request for proposal process in its entirety.
16. SCPPA Canyon Power Plant reserves the right to make an award to the other than the lowest price offer or the proposal evidencing the greatest technical ability or other measure if SCPPA Canyon Power Plant determines that to do so would result in the greatest value to SCPPA and its Member Agencies.
17. Those respondents who submit proposals agree to do so without legal recourse against SCPPA, its Member Agencies, their directors, officers, employees and agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason.
18. SCPPA shall not be liable to any respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this request for proposals.
19. SCPPA shall not be liable for any costs incurred by any respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the respondent
20. Either SCPPA collectively or Member Agencies individually may respond to, or enter into negotiations for a proposal. SCPPA is not responsible or liable for individual Member Agency interactions with the respondent which are not entirely contained within SCPPA's option or election to engage the respondent as defined within the Terms and Conditions herein.

### **Contractual Terms and Conditions**

1. Purchase orders for items proposed hereunder will be made in accordance with the attached contractual terms and conditions.

# Southern California Public Power Authority Canyon Power Plant

## Standard Purchase Order Terms and Conditions

SCPPA Canyon Power Plant  
3071 E. Miraloma Avenue  
Anaheim, CA 92806

1. **TERMS OF ORDER:** The Standard Purchase Order Terms and Conditions set forth herein, unless otherwise provided in the body of the Purchase Order, constitute the complete terms and conditions applicable to this Purchase Order. This Purchase Order is limited to the terms herein unless expressly agreed to in writing by SCPPA through its Project Manager for the Canyon Power Plant ("Project").
2. **ACCEPTANCE:** Supplier's shipment of goods, commencement of any work, or performance of any services hereunder shall constitute acceptance by Supplier of this order and all of its terms and conditions. No additional terms or conditions stated by Supplier in acknowledging or otherwise accepting this order shall be binding upon SCPPA unless specifically accepted in writing by SCPPA through its Project Manager for the Canyon Power Plant. No oral agreements shall be binding unless confirmed by a written revision to this Purchase Order.
3. **SELL OR ASSIGN:** The supplier shall not sell, assign, or transfer any obligations resulting from this order without the specific written consent of SCPPA acting by and through the Project Manager for the Canyon Power Project.
4. **MATERIAL SAFETY DATA SHEETS:** Supplier shall submit Material Safety Data Sheets with all orders of hazardous
5. substances.
6. **COMPLIANCE WITH LAWS:** All goods and services provided shall comply with all current federal, state, and local laws relative thereto. Supplier further agrees to indemnify, defend, and hold both SCPPA and the City of Anaheim harmless for any failure to so conform.
7. **TAXES:** Unless otherwise indicated on the Purchase Order this order is subject to California Sales Tax, at the current Orange County tax rate. SCPPA and the City of Anaheim are exempt from Federal Excise Tax.
8. **WARRANTY:** Supplier fully warrants all materials and equipment, including without limitation, any optional equipment purchased by SCPPA under the terms of this order, against poor and inferior quality and workmanship of equipment, labor and materials, for one year after the date of final acceptance by the SCPPA through the Project Manager for the Canyon Power Plant, unless otherwise stated herein.
9. **LAWS GOVERNING CONTRACT:** This order will be governed, administered and interpreted under the laws of the State of California.
10. **BUSINESS LICENSE:** Firms providing goods or services to the SCPPA with respect to the Canyon Power Plant must have a current City of Anaheim City business license as applicable.
11. **AUTHORIZED DISTRIBUTOR:** Vendor represents that vendor is an authorized distributor of the product ordered. SCPPA reserves the right to cancel this order at any time if it is determined that the vendor is not an authorized distributor of the product ordered.
12. **CANCELLATION:** Time is of the essence in the performance of this Purchase Order. SCPPA reserves the right to cancel any portion of this order with respect to goods not delivered, or services not performed, on or before the required delivery date.
13. **REJECTION OF MATERIALS/SERVICES:** All materials and services furnished shall be as specified and are subject to inspection and approval by SCPPA acting through the Project Manager for the Canyon Power Plant. SCPPA reserves the right to reject any material or service which does not comply with the specifications and/or terms of this order.
14. **F. O. B. POINT:** All orders are to ship F.O.B. Destination, unless otherwise specified in the Body of the Purchase Order.

15. **TITLE:** Except as otherwise and expressly provided herein, title to and risk of loss on all items shipped by vendor or vendor's agent to SCPPA shall pass to SCPPA upon SCPPA's inspection and acceptance of such items through the Project Manager for the Canyon Power Plant at the Project's premises.
16. **SHIPPING & HANDLING CHARGES:** Shipping, handling, packing, transportation, and any other fees or charges are not allowed unless specified otherwise herein.
17. **PACKING SLIPS:** Packing slips specifying quantity, description and purchase order number must be included with each delivery.
18. **INVOICES:** The purchase order number and project name must appear on all invoices, shipping papers, packages, and correspondence. Unless otherwise specified, the invoice shall contain the following information; purchase order number, item number, description of supplies or services, sizes, quantities, unit prices, extended totals, all applicable taxes, and freight and handling charges, where authorized.
19. **PAYMENT:** Invoices shall be payable upon the satisfactory receipt of all materials, services, and invoices, as specified in this order, and payment shall be made in accordance with the credit terms specified in this order.
20. **HOLD HARMLESS AND INDEMNIFICATION:** By acceptance of this purchase order, Vendor undertakes and agrees to defend, indemnify, and hold harmless SCPPA and the City of Anaheim and SCPPA and the City of Anaheim officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Vendor's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the Vendor, or the Vendor's officers, agents, employees, or subcontractors of any tier, except for the active negligence or willful misconduct of SCPPA and the City of Anaheim.
21. **INSURANCE:** Vendors who perform work for SCPPA and/or Anaheim with respect to the Canyon Power Plant are required to provide acceptable proof of insurance prior to commencing work. Insurance provisions shall consist of:
  - a. Comprehensive general liability insurance (including products liability coverage, when applicable).
  - b. Auto liability insurance: \$1,000,000 per occurrence combined single limit (CSL).
  - c. Worker's compensation insurance: as required by state statutes.
  - d. SCPPA and the City of Anaheim to be named as an additional insured in the above-captioned insurance coverage as respects the interests of SCPPA and the City of Anaheim under this agreement. This is to be complied with by an appropriate insurance certificate, issued by an insurance company admitted to provide such insurance in the State of California, to the City of Anaheim prior to commencement of work under this agreement and by presenting to the City of Anaheim an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this the agreement.
  - e. All insurance policies shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
  - f. Insurance policies to be in a form and written through companies acceptable to the City of Anaheim and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Insurance and hold harmless indemnification in accordance with the above statements on this purchase order are required prior to any work commencing or being performed.

SCPPA Canyon Power Plant

Supplier

By \_\_\_\_\_

Dated \_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_