

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Request for Proposals on Plug-in Hybrid Electric Vehicle Procurement Issuance Date: February 12, 2015

Electronic Response Deadline: February 20, 2015

I. Introduction

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities, is hereby soliciting competitive proposals for the purchase and/or lease of electric-powered, plug-in hybrid vehicles that will be part of Members' respective fleets, as described below in Section III.

SCPPA is interested in discovering all Respondent's capabilities related to providing cost-effective options that will allow Members to expand their electric vehicle (EV) fleets, as specified in the Areas of Interest below. This will include all associated or available pricing options to enable informed decisions and potentially develop a list of qualified vendors to provide specific electric-powered vehicles. The potential outcome of this would be to allow Members and/or other participating agencies, as described below, to develop purchase and/or lease contracts or arrangements with one or more qualified Respondents to this Request for Proposals (RFP).

Responses to this RFP will be accepted via e-mail at any time between the date of issuance and February 20, 2015, as described below in Sections III and V. SCPPA recognizes the short timeline for these submittals but this is necessitated to serve the needs of Members. We trust that Respondents will respect this requirement and help us meet this expedited timeline.

II. Background

SCPPA is a joint powers authority and a public entity organized under the California Joint Exercise of Power Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and through the SCPPA Joint Powers Agreement, for the purposes of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation or transmission of electric energy. SCPPA also facilitates joint service contracts, at the request of its Members, to aggregate like project efforts among its Members for the purposes of developing energy efficiency, demand response and resource procurement Programs or Projects to improve operating efficiencies and reduce costs.

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. 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. At the discretion of the SCPPA Board of Directors, SCPPA may also partner with other agencies to facilitate increased economies of scale as part of certain joint action efforts or Programs. SCPPA's EV working group is an example of such, whereby participation in the group has included the City of Moreno Valley, Southern California Edison, and San Diego Gas and Electric (Group Participants). Other agencies have also expressed interest in utilizing SCPPA's EV purchase /lease program for additions to their respective fleets.

Any purchase or lease agreement offering that is submitted and subsequently selected by SCPPA pursuant to this RFP would be utilized and entered into directly by the interested Members or other Group Participants to serve their respective utility's needs. The service and work products would be ordered and approved directly by SCPPA and/or the applicable Members.

III. Areas of Interest

Certain SCPPA Members have expressed interest in purchasing and/or leasing as many as 250 plug-in hybrid sedans to meet the near-term needs of their municipalities. The detailed specifications of the type of vehicles that are of primary interest to Members in this regard are outlined below. These are the minimum requirements of the potential types of vehicles and/or equipment that could be purchased or leased by Members or participating agencies.

DETAILED SPECIFICATIONS

- 1. General: Vehicles shall be new (unused), model year 2015 or newer, 4-door sedan, plug-in hybrids. Vehicles shall be equipped with all standard and specified components as listed in factory data books and brochures.
- 2. All Electric Range: Not less than 20 miles.
- 3. Combined Gasoline/Electric Range: Not less than 300 miles.
- **4.** Passenger Capacity: Not less than four people.
- **5.** Wheelbase: Not than 104.3 inches.
- **6.** Emission Rating: Shall be California Air Resources Board certified as an Advanced Technology Partial Zero Emission Vehicle (AT-PZEV).
- 7. Gasoline Engine: Not less than 141 horsepower.
- **8.** Transmission: Shall be an electronically controlled, automatic, continuously variable transmission.
- **9.** Steering: Shall be electric power assist, rack and pinion.
- **10.** Brakes: Shall be equipped with power assist brakes, front and rear disc, 4-wheel Anti-Lock Brake System (ABS), and regenerative braking.
- 11. Fuel Tank: Tank capacity shall be not less than 9.3 gallons, and shall be full at time of delivery.
- **12.** Fuel Grade: Factory recommended grade fuel shall be not more than 87 octane.
- **13.** Seats: Seating arrangement for not less than four people with retractable seat belts and heavy duty dark colored cloth upholstery.
- **14.** Additional Equipment: Vehicle shall be equipped with all standard and specified components as listed in factory data books and brochures. If not listed as standard equipment, the following items shall be furnished and installed:
 - a. Factory installed air conditioning
 - **b.** Factory installed radio with CD player and AM/FM.
 - **c.** Dual front and side airbag restraint system.
 - **d.** Rear window defroster with timer.

- e. Heat rejecting tinted glass.
- f. Power remote outside mirrors.
- **g.** Power windows and door locks.
- **h.** Front and rear, color-keyed, carpeted floor mats.

15. Color :

- **a.** Exterior: Shall be factory white or other color, as approved by participating Member or other agency.
- **b.** Interior: Shall be a factory standard, dark colored, fabric, as approved by participating Member or other agency.

16. Other Requirements:

- **a.** Vehicles shall be delivered to participating Member(s)' or other agencies' defined location.
- **b.** Vehicles shall be delivered with or be designated for addition of all appropriate government exempt licensing qualifications, license plates and registration documentation.
- **c.** The manufacturer's standard new vehicle warranty shall apply to all vehicles procured under this RFP.
- **d.** Vehicles shall be delivered within one hundred and fifty (150) days after issuance of a Purchase Order or execution of a Lease Agreement.
- **e.** All Respondents must be factory-authorized dealers and offer factory authorized service for the vehicles that they are offering.

Timeline / Schedule*

SCPPA RFP for Electric Vehicles Purchase or Lease Program Selection Process	
Schedule of Requirements	Target Date(s)
Issue RFP	February 12, 2015
e-mail Responses Due in electronic format	February 20, 2015
Hard copy Responses Due	February 24, 2015
Review of Responses	February 20 - 25, 2015
Interviews (if necessary)	February 20 - 25, 2015
Selection of Respondent(s)	As soon as is practicable

^{*}Timeline/Schedule is subject to change.

IV. <u>Proposal Submission Required Elements</u>

1. Transmittal Letter Content:

- **a.** A brief statement of the Respondent's understanding of the procurement desires and expectations of SCPPA and our Members including:
 - i) statement of product specifications; and
 - ii) reference to any proposed contractual terms and conditions required by the Respondent; and
 - iii) a summary of exceptions taken to the RFP requirements; and
 - iv) any and all expectations from SCPPA including, but not limited to: requirements definitions and purchase/lease arrangements required for purchase program implementation.

b. An officer authorized to bind must sign the proposal on behalf of the Respondent and must include the following declarations on the transmittal letter:

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

- 2. Respondent Information: Provide legal name of Company or Individual, physical street address, the name(s) and title(s) of the individual(s) authorized to represent the Respondent, including telephone number(s) and email address(es).
- 3. Proposal: Proposals must include a description of the proposed vehicle(s) including year, make, model and all accessories/options. A sample agreement shall be provided for any and all purchase/lease arrangements under this collaborative purchase program. Any sample agreement shall be fully explained or defined to allow for for proper evaluation. This includes a detailed description addressing all of the specifications identified in the Areas of Interest within Section III above.

Respondents must include a delivery schedule for vehicles being proposed. Respondents may also include additional services, products, and/or functions that may not be part of or included in the RFP, but are deemed by the Respondent to be pertinent and potentially valuable to SCPPA or its Members. SCPPA will have full discretionary authority to consider, accept and/or reject without cause such supplemental information that is not directly requested, included in or made part of the RFP.

- 4. Pricing/Fees: Pricing in all Proposals should be made based on good faith estimates of the requirements defined in this RFP. Please include all necessary details of specific examples or estimates of the purchase price, tax, license and any other fees or costs not described herein. All Responses should also include a specific term or duration that any and all price offerings or quotations are valid. All price offerings shall include:
 - a. a direct upfront purchase price; and
 - **b.** a three year lease with an option to purchase the vehicle at end of lease for \$1. The lease proposal shall specify the annual lease payment amounts and include or factor in the Federal Plugin Electric Vehicle Tax Credit (IRC 30D) being applied to the participating Member.

All price offerings shall also reflect the potential lease and/or purchase of varying numbers of vehicles. For example, a Proposal could be structured with the following breakdown or something of similar construct:

Price(s) for:

- i. 1 to 10 vehicles:
- ii. 11 to 50 vehicles:
- iii. 51 to 100 vehicles;
- iv. 101 to 200 vehicles;
- v. 201 or more vehicles, of each vehicle type.

- c. Added Alternatives (Optional for Respondents to include in submittals): Should the Respondent have existing or potential programs, tools or mechanisms available for supplemental product and/or service offerings to participating Members, such offerings can and should be included as added alternative opportunities for SCPPA and Participating Members to consider. However, inclusion of any such offering is not a requirement under this RFP. This ability is included to provide an opportunity for Respondents to distinguish their respective offerings from others. Possible examples of such offerings that may be of interest to SCPPA and Members are:
 - i) Purchase and/or lease discounts, similar to or the same as those defined above, for employees of the Participating Member, agency or associated municipality;
 - ii) Contribution of or discount(s) on electric vehicle charging equipment to support the deployment of vehicles purchased/leased as part of this RFP or others within the respective Members' fleets.

SCPPA and Members will consider these and any other such added alternative offerings on their own merits and will retain full discretion on the valuation of such offerings in the review of Responses to the RFP and the potential selection of successful Respondent hereto.

d. Price Changes: Should SCPPA and/or Members elect to procure vehicles from one or more Respondent(s) to this RFP, the Respondent will be allowed to propose price increases or decreases for new Model Years not originally proposed by written notice to SCPPA and any Participating Member within thirty days of the effective date of the price increase. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for the Respondent than the original contract pricing.

5. References:

- a. Describe whether the Respondent has, within the last five (5) years, rendered any product or service to SCPPA or to any of SCPPA's Members, either as a contractor or subcontractor, either under the current Respondent's name or any other name or organization. If so, please provide details (status as prime or subcontractor, brief description of the service and/or product rendered, the contract administrator name, and total actual contract expenditures).
- b. Identify existing related or relevant projects or programs which Respondent developed and/or operates that would demonstrate the Respondent's capabilities to execute and perform the requirements of the collaborative purchase program envisioned for SCPPA and our Members or other agencies.

V. <u>Proposal Submission Delivery Requirements</u>

There will not be an initial Respondent's conference associated with this RFP. Clarification questions may be addressed to Bryan Cope at bcope@scppa.org no later than 4:00pm PST on Thursday, February 19, 2015.

One (1) **electronic copy** of your proposal including any supporting documentation should be delivered to Bryan Cope via e-mail at bcope@scppa.org no later than 4:00pm PST on Friday, February 20, 2015.

One (1) hard copy of your response, including a transmittal letter of authentic offer with wet-ink authority signature, and any supporting documentation should also be delivered no later than 4:00pm PST on Tuesday, February 24, 2015 to:

Southern California Public Power Authority Electric Vehicle Procurement RFP 1160 Nicole Court Glendora, California 91740

No contact should be made with the SCPPA Board of Directors, Members, committee or working group representatives concerning this RFP.

All information received by SCPPA in response to this RFP is subject to the California Public Records Act and may be subject to the California Brown Act. Therefore, all submissions may be subject to review in the event of an audit.

VI. Terms and Conditions

- 1. SCPPA reserves the right to cancel this RFP at any time, reject any and all proposals and to waive irregularities.
- 2. SCPPA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
- 3. Proposals may be sub-divided or combined with other proposals, at SCPPA's sole discretion.
- 4. SCPPA shall perform an initial screening evaluation to identify and eliminate any proposals that are, for example, not responsive to the RFP, do not meet the minimum requirements set forth in the RFP, are 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 products or services for this RFP.
- 5. SCPPA 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.
- 6. SCPPA 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 any award to that Respondent, who, in the opinion of SCPPA, will provide the most value to SCPPA and its Members.
- 7. SCPPA 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.
- 8. SCPPA reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if SCPPA determines that to do so would result in the greatest value to SCPPA and its Members.

- Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, its Members, 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.
- 10. 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 RFP.
- 11. 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.
- 12. SCPPA may require certain performance assurances from Respondents prior to entering into negotiations for work that may result from this RFP. Such assurances may potentially include a requirement that Respondents provide some form of performance security.
- 13. SCPPA Members, either collectively or individually may contact Respondents to discuss or enter into negotiations regarding a proposal. SCPPA is not responsible or liable for individual Members interactions with the Respondent which are not entirely conducted through SCPPA or at SCPPA's option or election to engage the Respondent as defined within the RFP.
- 14. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
- 15. Information in this RFP is accurate to the best of SCPPA's and Members' knowledge but is not guaranteed to be correct.
- 16. SCPPA reserves the right to reject any Proposal for any reason without cause. SCPPA and its Members reserve the right to enter into relationships with more than one Respondent, can choose not to proceed with any Respondent with respect to any products or services, and can choose to suspend this RFP or to issue a new RFP that would supersede and replace this RFP.

VII. Additional Requirements for Proposal

- 1. Consideration of Responses: Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Proposals should be submitted on recycled paper that has a minimum of thirty percent (30%) post-consumer recycled content and duplex copied (double-sided pages) where possible.
- 2. Insurance, Licensing, or other Certification: If selected, the Respondent will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. SCPPA or its Members may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.
- 3. Non-Discrimination/Equal Employment Practices/Affirmative Action Plan: If selected, the Respondent and each of its known subcontractors may be required to complete and file an acceptable Affirmative Action Plan. The Affirmative Action Plan may be set forth in the form required as a business

practice by the Department of Water and Power of the City of Los Angeles which is SCPPA's largest Member.

- 4. Living Wage Ordinance: If selected, the Respondent may be required to comply with the applicable provisions of the City of Los Angles Living Wage Ordinance and the City of Los Angeles Service Contract Workers Retention Ordinance. The Living Wage Ordinance provisions are found in Section 10.36 of the Los Angeles City Administrative Code; and the Service Contract Workers Retention Ordinance are found in Section 10.37 of the Los Angeles Administrative Code (SCWRO/LW0).
- 5. Prevailing Wage Rates: If selected, the Respondent will be required to conform to prevailing wage rates applicable to the location(s) where any work is being performed. Workers shall be paid not less than prevailing wages pursuant to determinations of the Director of Industrial Relations as applicable in accordance with the California Labor Code. To access the most current information on effective determination rates, Respondent shall contact:

Department of Industrial Relations
Division of Labor Statistics and Research
PO Box 420603, San Francisco, CA 94142-0603
Division Office Telephone: (415) 703-4780
Prevailing Wage Unit Telephone: (415) 703-4774

Web: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

- **6. Child Support Policy:** If selected, Respondent may be required to comply with the City of Los Angeles Ordinance No. 172401, which requires all contractors and subcontractors performing work to comply with all reporting requirements and wage earning assignments and wage earning assignments relative to court ordered child support.
- 7. Supplier Diversity: Respondents shall take reasonable steps to ensure that all available business enterprises, including Small Business Enterprises (SBEs), Disadvantaged Business Enterprises (DBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disabled Veteran Business Enterprises (DVBEs), and other Business Enterprises (OBEs), have an equal opportunity to compete for and participate in the work being requested by this RFP. Efforts to obtain participation of these business enterprises may reasonably be expected to produce a twenty-five percent (25%) participation goal for SBEs. For the purpose of this RFP, SCPPA's Supplier Diversity program is modeled after that of the Los Angeles Department of Water and Power. Further information concerning the Supplier Diversity Program may be obtained from the Supply Chain Services Division of the Los Angeles Department of Water and Power.
- **8. SCPPA-Furnished Property:** SCPPA or a Member's utility drawings, specifications, and other media furnished for the Respondent's use shall not be furnished to others without written authorization from SCPPA or the applicable Member(s).
- 9. Contractor-Furnished Property: Upon completion of all work under any agreement developed as a result of this RFP, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the agreement shall automatically be vested to SCPPA and no further agreement will be necessary for the transfer of ownership to SCPPA. SCPPA has the

sole right to distribute, reproduce, publish, license, or grant permission to use all or a portion of the deliverable documentation, work product or presentations as it determines in its sole discretion.