



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Request for Proposals for Wind Energy Marketing and Energy Exchange Services

RFP Posting Date: October 8, 2013

Response Deadline: October 18, 2013 by 4:00 p.m. PDT

The Southern California Public Power Authority (“SCPPA”) is hereby soliciting competitive proposals for marketing and energy exchange services on behalf of its member municipal utilities (“Members”) for intermittent and renewable energy projects.

Background

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

In addition, SCPPA has the ability to enter into professional, technical, financial and other services agreements, at the request of and for the benefit of its Members, to coordinate and facilitate collective project efforts among its Members to render a more efficiency process through which the Members can acquire desired services. Any such potential services agreement entered into by SCPPA, pursuant to this RFP, may be directly utilized by any interested SCPPA member to serve its respective utility. The services pursuant to such an arrangement would be directly requested and approved by the individual member utility and the invoice for the services would be managed by SCPPA.

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, 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.

Scope of Services

1. The respondents should propose services designed to meet the following objectives beginning in 2014, and as soon as January 1, 2014:

Energy Exchange Services (Energy Delivery Option)

- Receive wind energy at an agreed Point of Integration (POI): Northwest Market Hub or Boardman
- Schedule energy delivery and issue all applicable E-Tags
- Deliver fixed blocks of energy at an agreed SCPPA Point of Delivery (POD)
- Reconcile energy and (re-)bundle with applicable Renewable Energy Credits (RECs, supplied by SCPPA) to be as concurrent as possible and comply with applicable regulations and reporting requirements; SCPPA/Member retains all REC's produced
- Manage all required transmission rights, integration charges and associated tariffs

Wind Energy Marketing Services (Energy Non-delivery Option)

- Receive wind energy at the project bus (point of interconnection to the BPA or Klickitat PUD transmission system)
- Market wind energy in the Pacific Northwest; SCPPA/Member retains all REC's
- Market wind energy and pay SCPPA resulting revenues using the ICE Day Ahead Mid-C Index; another Index may be offered but is not preferred
- Specify which risks and costs (including Balancing Area charges) are assumed by the service provider and which risks and costs are assumed by SCPPA/Member (including but not limited to persistent deviation, DSO216, Failure to Comply, Generation Imbalance)
- Receive redirectable BPA Point-to Point Transmission rights for the amount of the project
- Specify forecasting, scheduling, and tagging responsibilities
- Provide audit rights

2. Proposals will be for the projects as outlined in Table 1.

Table 1: Renewable Projects for which Marketing, and/or Energy Exchange Service is Requested

Project	Maximum Term (yrs)	Maximum Capacity (MW)	Expected Average Capacity Factor (MW)	Expected Average Capacity (MW)	Expected Average Energy (GWh/yr)	Point of Integration (POI)	BPA Point of Delivery	Assignable and Redirectable PTP Transmission Rights from POI to POD
1	18	99	32%	31.7	277.631	Jones Canyon (BPA)	NW Market Hub	yes
2	20 + 4 year extension	262	30%	78.6	689.094	Rock Creek (KPUD)	NW Market Hub	yes
3	--	50	33%	18.05	146.493	Harvalum (BPA)	NW Market Hub	yes
4	15	72	31.30%	22.5	197.3	Boardman (BPA)	Boardman (BPA)	no

3. For Energy Exchange Services: The respondent will transmit all of the power in Table 1 above from BPA Point of Delivery to the SCPPA POD at Northern Oregon Border (NOB).
4. A) For Energy Exchange Services: For the projects 1, 2, and 3 in Table 1, SCPPA has transmission rights from the POI to the NW Market Hub up to the project maximum capacity that would be assigned to the respondent to conduct the requested transmission services.

B) For Wind Energy Marketing Services: For the projects 1, 2, and 3 in Table 1, SCPPA has transmission rights from the POI to the NW Market Hub which may be negotiated for.
5. SCPPA may propose Projects with different POIs in addition to those in Table 1.
6. For Energy Exchange Services: SCPPA will consider alternative PODs for a small portion of the energy. (Possible other PODs where SCPPA Members have transmission rights include Mead, COB, Marketplace and other proposed locations.)
7. Pricing shall be offered as a cost per megawatt-hour of energy (\$/MWh) delivered at the SCPPA POD for Energy Exchange Services. For Wind Energy Marketing Services, payments shall be offered as a net price per megawatt-hour of energy (\$/MWh).
8. The anticipated average monthly production at POI for each project in Table 1 is shown in Table 2.

Table 2: Estimated Average Monthly Production in GWh

Project	Estimated Average Monthly Production in GWh												Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	11.98	13.991	27.834	21.018	30.05	33.541	32.982	29.858	24.082	20.901	17.73	13.666	277.631
2	48.254	41.984	61.074	61.216	69.822	73.999	71.74	63.885	50.763	53.666	46.497	46.194	689.094
3	9.682	8.293	12.054	13.049	16.36	15.233	16.107	13.616	11.154	11.566	10.366	9.013	146.493
4	8.899	10.182	20.383	17.857	19.91	22.258	22.633	20.916	17.759	16.378	11.287	8.84	197.3
Total	78.815	74.45	121.345	113.14	136.142	145.031	143.462	128.275	103.758	102.511	85.88	77.713	1310.518

9. Assumptions:
 - SCPPA will provide hourly historical data to the service provider.
 - SCPPA will provide day ahead and hour ahead estimates of the expected Project energy, according to the WECC protocol, including access to the hourly facility wind forecaster/scheduler. The final forecast for scheduling will be provided by SCPPA 30 minutes before the hour.
 - Delivery shall take place under WSPP Schedule C, Firm subject to Liquidated Damages, delivered in fixed blocks (shapes to be negotiated).
 - "On-Peak" shall be defined as HE0700 through HE 2200 PPT (16 hrs/day) Monday through Saturday, except for NERC Holidays.
 - All Environmental Attributes associated with the Projects shall be retained by SCPPA.
 - Contractor shall work with SCPPA to assure compliance with existing and potential future changes to applicable Commission and Regulatory agency guidelines and standards throughout the Term of the agreement.

- NW Market Hub is defined as the composite point of delivery including Columbia, Midway, Sickler, Valhalla, and/or Vantage substations pursuant to the BPA Open Access Transmission Tariff and the PTP-06 rate schedule (or successor).
- Table 1 reflects the expected average energy per year based on a capacity factor for the wind farm. Table 2 is the estimated average monthly production of the wind farm based on the wind trend in the area. Both of these numbers are estimates, and the actual production of the wind farm may fall within both numbers. For Energy Exchange services, a True Up period at the end of the year will reconcile all of the actual energy, annually.

Proposal Submission Required Elements

1. **Transmittal Letter:** A brief statement of the Respondent's understanding of the work to be done and commitment to perform the work as scheduled including a summary of exceptions taken to the request for proposal requirements, statement of work, specifications, and reference to any proposed contractual terms and conditions required by the proposer. An officer authorized to bind must sign the proposal on behalf of the proposer 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 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.”

2. **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.
3. **Term:** One to three years, with automatic renewal, including a termination provision for SCPPA.
4. **Proposal:** Provide a description of the proposed project, how it meets each of the objectives of this request for proposals, a detailed description addressing all of the Scope of Services, as well as any tasks, task elements and/or functions that are not part of the proposal.
5. **Energy Exchange Service Options:** **If providing Energy Exchange service**, provide option pricing, at minimum, for the following delivery scenarios:

Project	Option #	Delivery	MW	Period
1	1	flat, 24/7	32	12 months
		flat, 24/7	33	Mar-Oct
	2	flat, 24/7	5	Mar-Oct
		flat, 24/7	10	Mar-Oct
		flat, 24/7	34	Mar-Oct
	3	on peak, 16/6	8	Mar-Oct
	on peak, 16/6	17	Mar-Oct	
2	1	flat, 24/7	79	12 months
	2	flat, 24/7	118	Mar-Oct
3	1	flat, 24/7	17	12 months
	2	flat, 24/7	25	Mar-Oct
4	1	flat, 24/7	23	12 months
	2	flat, 24/7	34	Mar-Oct

6. **Fees:** SCPPA is interested in discovering the Respondent's capabilities, qualifications, and pricing to make an informed decision and proceed to more specific negotiations. Pricing should be made based on good faith estimates of the requirements defined in this request for proposals. Respondents should offer detailed specific examples or estimates of fees or net prices. Describe how the fees will be determined. Prior to contract award, the successful bidder shall supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.
7. **Timeline:** Provide a timeline for transaction development and implementation for each potential project, Member participation, and any other natural subdivisions of work applicable to this contract.
8. **Experience:** Respondent will clearly identify project participants and management team.
- Describe your firm's experience as may be applicable to this request for proposals, your organizational structure, management qualifications, and other contract-related qualifications, including number of years firm has been in business.
 - Identify/specify key employees and describe their qualifications, experience and duties related to this request for qualifications, including the office location(s) where work will be performed.
 - Provide a commitment statement for the retention and use of key employees as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental employees if key personnel are not available to assure project delivery.
 - State whether proposer will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the proposer shall provide the same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this RFP shall apply to all subcontractors in the same manner as to the proposer.

- e. Indicate any and all pending litigation that could affect the viability of respondent's proposal, continuance of existing contracts, operation or financial stability.
- f. Describe whether the proposer has, within the last five years, rendered any service to SCPPA or to any of SCPPA's Member Agencies, either as a contractor or subcontractor, either under the current proposer's name or any other name or organization. If so, please provide details (status as prime or subcontractor, brief description of the contract, contract start and end dates, the contract administrator name, and total actual contract expenditures).
- g. If the proposer has not rendered any service within the last five years to SCPPA or to any of SCPPA's Member Agencies, then please provide references over that period with the requested details described above including the counterparty for which services were provided.
- h. Identify existing projects or services which respondent developed and/or operates.
- i. Describe relevant services development and implementation experience, approach, and provide a list of references for similar projects completed.

Proposal Submission Delivery Requirements

There will be no initial proposer's conference associated with this request for proposals. Clarification questions may be addressed to Steve Homer at shomer@scppa.org.

One (1) hard copy of your response, including a transmittal letter of authentic offer with wet-ink authority signature, and any supporting documentation should be delivered prior to 4:00 p.m. PST on October 18, 2013 to:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

AND/OR

One electronic copy of your proposal to the address above, preferably on a CD or USB flash drive, or alternately e-mailed to shomer@scppa.org, and angelica.drugge@ladwp.com.

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

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

Proposal 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 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.
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 the award to that respondent, who, in the opinion of SCPPA, will provide the most value to SCPPA and its customers.
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, irrespective of price or technical ability, if SCPPA determines that to do so would result in the greatest value to SCPPA and its Members.
9. 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 request for proposals.
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 proposers prior to entering into negotiations for a proposed project. Such assurances may potentially include a requirement that proposers provide some form of performance security.
13. Either SCPPA collectively or Members individually may respond to, or enter into negotiations for 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 Terms and Conditions herein.

14. Submission of a Proposal constitutes acknowledgement that the Proposer has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued prior to the due date for a Proposal.
15. Information in this RFP is accurate to the best of SCPPA's knowledge but is not guaranteed to be correct. Proposers are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with SCPPA.
16. SCPPA reserves the right to reject any Proposal for any reason without cause. SCPPA reserves the right to enter into relationships with more than one vendor, can choose not to proceed with any Proposer with respect to one or more categories of services, and can choose to suspend this RFP or to issue a new RFP that would supersede and replace this one.

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 proposer will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. SCPPA or its Member Agencies 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 proposer 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 proposer may be required to comply with the applicable provisions of the City of Los Angeles 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, and if the project is funded in any part by resources with such an obligation, the respondent may be required to conform to prevailing wage rates applicable to the location(s) where any work is being performed.
6. **Child Support Policy:** If selected, proposer 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:** Proposers shall take reasonable steps to ensure that all available business enterprises, including Small Business Enterprises (SBEs) and Disabled Veteran Business Enterprises (DVBES) have an equal opportunity to compete for and participate in the work being requested by this request for proposals. Efforts to obtain participation of SBEs, DVBES, and other business enterprises may reasonably be expected to produce a twenty percent (20%) participation goal for SBEs and a three percent (3%) participation goal for DVBES. 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 participating utility drawings, specifications, and other media furnished for the Contractor's use shall not be furnished to others without written authorization from the source agency.

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 fit in its sole discretion.

Tentative Schedule

SCPPA RFP for Energy Exchange Services Selection Process	
Schedule of Requirements	Target Date(s)
Issue RFP	October 8, 2013
Responses Due	October 18, 2013 @ 4:00 PM PST
Review of Responses	October 21 – October 25, 2013
Interviews (if necessary)	The week of October 28 – November 1, 2013
Selection of Respondent(s)	November 6, 2013