



## **SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

### **Request for Proposals for Residential Demand Response Services**

**RFP Date: June 27, 2018**

**Response Deadline: July 19, 2018**

#### **I. Introduction**

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities, is hereby soliciting competitive proposals for qualified firms or individuals to provide various services and functions related to Residential Demand Response Program Implementation, as described below in Section III.

SCPPA is interested in discovering all Respondent's capabilities related to specified Areas of Interest and associated pricing to enable informed decisions and potentially proceed to more specific negotiations on contract development with one or more qualified Respondents to this Request for Proposals (RFP). This specific RFP is separate and distinct from the more general Request for Qualifications for Efficiency-related Services and/or Products that was posted June 12, 2018.

Responses to this RFP are due on or before **July 19, 2018**, as described below in Sections III and V.

#### **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.

Any service contract subsequently entered into by SCPPA pursuant to this RFP would be utilized directly by the interested Members to serve their respective utility customers' needs. The service and work products would be ordered and approved directly by SCPPA and/or the applicable Members and the billing would be administered through SCPPA.

## III. Areas of Interest

SCPPA is securing bids to perform certain services related to demand response (DR) to meet the needs of its Members as outlined below. SCPPA is requesting proposals from qualified firms or individuals that will demonstrate an ability to perform such services and functions.

### A. Scope of Work

The Residential Demand Response Program (RDRP) will be a bring-your-own-thermostats (BYOT) solution where participating customers with qualified Wi-Fi-enabled thermostats (smart thermostats) will be able to enroll in the program, subject to the RDRP's terms and conditions, and participate in DR events called by Members. Eligibility in the program will be limited to utility residential and small business customers of record, many of which may not have an advanced metering infrastructure (AMI) meter. Customers participating in DR events will receive an annual monetary incentive. Customers who purchase and install a qualifying thermostat after the launch of the program will also receive a one-time rebate applicable against the thermostat's purchase price.

In general, the successful Respondent to this RFP will:

- Provide advisory services to help develop the new RDRP,
- Assist Members with the implementation of the RDRP, in particular by providing a platform (the Platform) that leverages the majority of smart thermostats currently deployed in the market and those announced for release by manufacturers within an advance rolling 6-month period,
- Support the utility in enrolling residential and small business customers and ensuring DR event participation to achieve peak load reduction of 25MW from central heating, ventilation, and air-conditioning (HVAC) systems by 2020, including by delivering a customer portal (Customer Portal) to enroll and manage customer participation in the RDRP, and
- Provide reporting on the RDRP to help Members evaluate the RDRP.

In particular, the successful Respondent's responsibilities will include:

#### **Phase 1: Program Development**

The successful Respondent will help finalize the development of the RDRP and provide the following services:

1. Review and provide feedback on current RDRP plan/guidelines; benchmark against California IOU's Residential DR programs,
2. Develop a detailed RDRP work plan and schedule for all phases of the program identified below to achieve 25MW of dispatchable residential DR resources by 2020. The work plan and schedule must include all tasks, including dependencies/critical path, resources, roles and responsibilities, and timeline, and
3. Collaborate with Members' internal stakeholders to identify success criteria for the program.

#### **Phase 1 Deliverables**

1. List of recommended changes or modifications to current RDRP plan/guidelines,

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2. Benchmark report of plan/guidelines against California IOU residential DR programs,
3. Detailed RDRP work plan and schedule, and
4. Success criteria definition, including data sources, data collection, and evaluation process.

### **Phase 2: Program Implementation**

The successful Respondent will support the implementation of the RDRP and provide the following services:

#### **a. Customer Engagement**

1. Assist the utility's internal stakeholders to develop and execute a joint customer engagement plan and materials, including, without limitation, factsheets, pamphlets, application forms, setup instructions, and program educational materials, for prospective and participating customers. In general, provide support for customer engagement efforts, including without limitation; marketing, outreach, advertisements, promotions, enrollment processes, customer training, customer support staff training, instruction manuals, and incentives, and
2. Identify utility customers who installed qualified smart thermostats, including name, address, thermostat model and manufacturer, and potential curtailment, for program outreach effort.

#### **Customer Engagement Deliverables**

1. Detailed customer engagement plan and recommendations for marketing materials,
2. A set of program literatures, including but not limited to factsheets, pamphlets, application forms, setup instructions, and program educational materials, for potential and enrolled customers, and
3. List of utility customers who installed qualified smart thermostats, including name, address, thermostat model and manufacturer, and potential curtailment, for program outreach effort.

#### **b. Customer Management**

1. Provide detailed technology requirements, including qualifying thermostat models and communication capability, that potential participants must meet to participate in the RDRP,
2. Develop the customer enablement procedures and documentations describing the enrollment process for customers with an existing qualified smart thermostat and customers who buy a new qualified thermostat (including variation of enrollment processes by thermostat manufacturers) in collaboration with the utility's internal stakeholders,
3. Develop and implement a process, including resources and technology, to evaluate and verify customer enrollment and disenrollment in the program with limited exchange of Personally Identifiable Information (PII) between the utility and the successful Respondent,
4. Develop methodology to segment participating customers by both physical and system locations (i.e., ZIP codes, cities, service districts, meter read districts, receiving stations, distribution stations, and feeders),
5. Gather requirements, customize, test, deploy and deliver a customer DR portal integrated with the utility's existing Customer Portal (single sign-on authentication with SAML 2.0 using customers' credentials from the utility's Customer Portal) for customers to enroll in the program, access

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information about the program and view historical program participation data. All participating customers must log in through the utility's Customer Portal unless using the thermostat's controlling mobile application,

6. Provide in-person training sessions and training materials for the utility's staffs to become proficient with the Customer Portal's functionalities,
7. Develop and implement a process, including resources and technology, to provide primary customer support, including live and email support, with an escalation to the utility's customer support. Live support must be available Monday through Friday from 7 AM to 7 PM and Saturday from 7 AM to 2 PM (excluding holidays) with an average speed of answer not to exceed one minute. Email response time (excluding auto-response) must be provided within one business day,
8. Develop and implement a process, including resources and technology, to issue annual monetary incentives to RDRP participants on behalf of the utility, if requested by utility, and
9. Develop plans, methodologies, and architected security solutions to safeguard PII of participants while complying with standards such as ISO 27000 series, etc.

### **Customer Management Deliverables**

1. Detailed technology requirements for the utility's customers to participate in the RDRP,
2. A step-by-step guide for customer enablement procedures and documentations describing the enrollment process for customers with existing qualified smart thermostats and for customers who buy a new qualified thermostat, and variation of enrollment processes by thermostat manufacturers,
3. Evaluation/verification process and criteria for customer enrollment and disenrollment,
4. Customer segmentation methodology,
5. Customer portal for utility customers to enroll and participate in the program,
6. Training plans, training materials, including job aids, for utility staff to use the Customer Portal's functionalities,
7. Customer support process, resources and technology description, training materials and job aids,
8. Process to issue annual incentives to the participants on behalf of the utility, if requested by the utility, and
9. Plans, methodologies, and architected security solutions to safeguard the participants' PII.

### **c. DR Platform**

1. Gather requirements, customize, test, deploy, and deliver the Platform to manage and dispatch residential DR resources participating in RDRP. The DR system must:
  - a. Estimate amount of available DR capacity in the program in real time,
  - b. Estimate kWh performance without using data from billing meters,

- c. Categorize enrolled thermostats and customers using physical locations and system location (i.e., ZIP codes, cities, service districts, meter read districts, receiving stations, distribution stations, and feeders),
  - d. Schedule DR events,
  - e. Schedule or call DR events in groups, defined by both physical and system locations (i.e., zip codes, cities, service districts, meter read districts, receiving stations, distribution stations, and feeders), and show available DR capacity of each of those groups,
  - f. Plan firm load reduction while reserving some percentage of enrolled thermostats during the DR events to achieve targeted capacity,
  - g. Identify and track enrolled customers' participation in DR events (opt-ins and opt-outs); allow for potential disenrollment of customers who exceeds the allowed number of opt-outs,
  - h. Comply with latest OpenADR standard protocols to send and receive signals,
  - i. Comply with latest information security standards, such as ISO 27000 series, and incorporate architected security solutions, and
  - j. Be compatible with the majority of the currently available DR-enabled thermostats that comply with Appendix JA4: Technical Specifications for Occupant Controlled Smart Thermostats by California Energy Commission, and those announced for release by manufacturers within an advance rolling 6-month period.
2. Provide the utility's internal stakeholders with access to the Platform to manage, operate, and dispatch the residential DR resources,
  3. Provide in-person training sessions and training materials for the utility's staffs to become proficient with the Platform's functionalities, and
  4. Identify products compatible with the Platform by vendor.

### **DR Platform Deliverables**

1. Platform to manage and dispatch residential DR resources,
2. Accounts for utility staff to access and use the Platform,
3. Training plans, training materials, including job aids, for utility staff to use the Platform, and
4. List of products by vendor compatible with the Platform.

### **d. Governance**

1. Assist in reviewing, developing, and improving the utility's procedures, standards, rules, and policies related to the RDRP in collaboration with the utility's internal stakeholders, and
2. Develop the DR event procedures, processes, policies, tracking, and functions in collaboration with the utility's internal stakeholders, including without limitation: DR event notification, DR event completion notification, DR participation, incentive amount tracking, incentive distribution, and customer program satisfaction tracking.

### **Governance Deliverables**

1. Procedures, standards, rules, and policies related to the RDRP, and
2. DR event procedures, processes, policies, tracking, and functions.

### **e. Reporting**

1. Develop post-event report template that includes detailed load impacts/load curtailment achieved following an event as well as the financial impacts of calling each event,
2. Develop the program documentation, including templates for reports, meeting minutes, presentations, and procedures; in collaboration with the internal stakeholders, and
3. Provide documentation of all aspects of the operations the RDRP, including but not limited to, invoicing, project accounting, risk assessment and management, project meeting agendas, meeting minutes, and action item lists.

### **Implementation Reporting Deliverables**

1. Post-event template that includes detailed load impacts/load curtailment achieved following an event as well as the financial impacts of calling each event,
2. Templates for reports, meeting minutes, presentation, and procedures, and
3. RDRP operations documentation.

### **Phase 3: Program Operations**

The successful Respondent will support all RDDP operations and provide the following services:

1. Promote one-time rebates on qualified thermostats to utility customers (directly or through partners, as approved by the utility) using customer communications approved by the utility,
2. Process and issue one-time rebates (as approved by the utility) to qualified customers, if requested by the utility,
3. Promote the program to utility customers with a qualified thermostat (directly or through partners, as approved by the utility) using customer communications approved by the utility,
4. Enroll and dis-enroll eligible customers in the RDDP through the Customer Portal approved by the utility,
5. Maintain participating customer awareness about the program and participation requirements; notify and remind enrolled customers of upcoming or ongoing DR events and completion of DR events, as scheduled by the utility, using communications approved by the utility,
6. Provide participation data; including but not limited to status on annual incentives, feedbacks, and statistics from DR events; to participating customers through the Customer Portal,
7. Collect, monitor, and report on system load impact, without using data from billing meters, following each DR event, including, without limitation, total estimated curtailment during each DR event, performance of each enrolled thermostat, and participating (opt-in) and non-participating (opt-out) enrolled customers,

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8. Provide post-season reports summarizing the performance, incentive amounts, DR events, including opt-ins and opt-outs, following each DR season,
9. Process and issue annual incentives (as approved by the utility) to participating customers, if requested by the utility,
10. Provide customer support in accordance with the process, resources, and technology approved by the utility, and
11. Provide technical support to utility staff on Customer Portal and Platform in accordance with service level agreement.

### **Phase 3 Deliverables**

1. Customer communication report identifying customer materials, channels, customer reach, and frequency of communication,
2. One-time rebate payments (as approved by the utility) to participating customers, if requested by the utility,
3. One-time rebate payment report identifying individual payments to each customer,
4. Weekly report of new and existing participants with addresses, thermostat manufacturers, and enrolled dates,
5. Approved event notification schedule and related customer communications,
6. Post-event reports on system load impact from DR events following each event; including, without limitation, total estimated curtailment during the DR event, performance of each enrolled thermostat, and list of participating (opt-in) and non-participating (opt-out) enrolled thermostats with addresses,
7. Post-season report, summarizing the performance, customer satisfaction, incentive amounts, and events of the program and individual participants, following each DR season,
8. Annual incentive payments (as approved by the utility) to participating customers, if requested by the utility, and
9. Annual incentive payment report identifying individual payments to each participating customer.

### **Phase 4: Program Evaluation**

1. Provide a set of lessons learned at the conclusion of the DR season, including, without limitation, an assessment of customer impacts, relative performance of differing thermostat manufacturers, and effectiveness of DR events,
2. Provide an evaluation report based on approved success criteria,
3. Provide a summary report of customer feedback on the RDRP, and
4. Provide recommended changes to the RDRP design, terms and conditions, and eligibility requirements, to attract additional participants, at the end of each DR season.

### Phase 4 Deliverables

1. A set of lessons learned at the conclusion of the DR season; which includes, but is not limited to, an assessment of customer impacts, relative performance of different thermostat manufacturers, and effectiveness of DR events,
2. Evaluation report based on the previous identified success criteria developed,
3. Summary report of customer feedback on the RDRP, and
4. Recommended changes to the RDRP design, terms and conditions, and eligibility requirements, to attract additional participants, at the end of each DR season.

### All Phases

1. Hold regular bi-weekly work progress meetings (one hour each) and prepare meeting minutes,
2. Prepare reports, monthly, and annual presentations to be sent or presented (in-person) to the internal stakeholders,
3. Provide quality control for reporting, and
4. Transfer all skills and knowledge relevant to the above services to employees during the contract term through training sessions and the development of design, standards, procedural manuals, processes, program policies, and provide training documentation.

### All Phase Deliverables

1. Bi-weekly work progress meeting minutes,
2. Reports, monthly, and annual presentations to be sent or presented (in-person) to the internal stakeholders,
3. Operational risk assessment and management report identifying of any and all risks to the RDRP, and
4. Training materials.

### B. Expected Timeline

Members anticipate to launch the RDRP by November 1, 2018, and run the program for a minimum of two years.

## IV. Customer Data

All customer data (“Customer Data”), including PII and non-PII (e.g., thermostat settings) gathered in connection with the program will remain or become the property of the utility. The successful Respondent and other parties, including without limitation, affiliates, agents, assignees, and successors (the “Affiliated Parties”) will not be authorized to use Customer Data other than in connection with providing in-scope services. In addition, the successful Respondent and Affiliated Parties will not be authorized to disclose, sell, assign, lease, or otherwise provide Customer Data to third parties. The successful Respondent and Affiliated Parties must assign, transfer, and convey irrevocably to the utility all right, title, and interest in and to the Customer Data without further consideration.



**V. Proposal Submission Required Elements**

**1. Transmittal Letter Content:**

- a. A brief statement of the Respondent's understanding of the work to be done and commitment to perform the work as scheduled, including:
  - i) statement of work 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, strategy refinement, and staffing requirements to support the proposed project or 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 project or program, how it meets (or does not meet) each of the objectives of this RFP, and a detailed description addressing all of the Areas of Interest. Respondents may also include additional services, products, tasks, task elements 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.

For each of the Areas of Interest described herein, provide sufficient information to demonstrate the Respondent's understanding of the requirements. Proposals must comprehensively describe the approach for meeting all of the requirements of the Scope of Work. Particular emphasis should be given to confirm depth and breadth of technical and/or industry knowledge. Proposals must provide detailed breakdown of the pricing for services and material. Additionally, it must include comprehensive plan to reach the stated goal herein. Finally, proposals must contain a narrative which shows the Respondent's understanding of the regulatory requirements affecting each Area of Interest.

In addition, proposals must:

- a. Identify all compatible smart thermostat models per manufacturers addressable by Respondent,
- b. Identify the current volume of qualified smart thermostat addressable by Respondent in Los Angeles County, broken down by ZIP codes, and growth projections for the next five years,

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- c. Identify partnerships with qualified smart thermostats manufacturers entered into by Respondent and provide a description of rights, obligations, and restrictions applicable to each partnership (e.g., DR, data exchange, marketing, customer management, inclusion of future thermostat models, etc.),
- d. Provide online access to a demonstration of the Customer Portal, including dummy account credentials and instructions for basic operation,
- e. Provide online access to a demonstration of the Platform, including dummy account credentials and instructions for basic operation,
- f. Provide an approach to measuring and evaluating customer participation in DR events (including validating physical location of participating smart thermostats and curtailed load) for AMI-metered and non AMI-metered customers, and
- g. Include a set of service level agreements acceptable to Respondent to deliver in-scope services, including:
  - i) Enrollment: Enrollment processing time
  - ii) Customer support:
    - (1) First call resolution
    - (2) Average Response Speed of Answer
    - (3) Email Response Time
  - iii) Technical support
  - iv) One-time rebate and annual incentives processing: Payment turn-around time
  - v) DR event:
    - (1) Notification time
    - (2) Participation
    - (3) Opt-outs
  - vi) System performance (Platform, Customer Portal, mobile application portal, thermostat):
    - (1) Response time
    - (2) Outage
  - vii) Data quality
    - (1) Completeness
    - (2) Timeliness
    - (3) Validity
    - (4) Consistency
    - (5) Integrity

If the Respondent takes any exception or deviation from the described tasks, deliverables, and proposal requirements, the proposal must outline such variations in details for the evaluation by Members.

- 4. 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 fees, labor rates

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and service charges. Describe how the fees, rates or charges will be determined. Respondents shall also be prepared to provide a breakdown of the applicable overheads and fringe benefit costs that are part of any labor rates and other direct costs associated with the services to be performed.

In particular, Respondent must provide the following pricing:

- a. Detailed pricing for software and services for all in-scope activities and deliverables, including licensing fees, provided that fees calculated per participating customer may only include customers who can curtail a minimum of 500W per DR event,
- b. Optional pricing for the Respondent to process and issue one-time rebates on qualified thermostats,
- c. Optional pricing for the Respondent to process and issue annual incentives to the participating customers, and
- d. Optional pricing for the Respondent to assist the utility in expanding the RDRP with more than 25MW capacity beyond 2020.

The Respondent shall further provide a fee schedule on per-megawatt-delivered basis. The utility desires 10MW deliverable during 2018/2019 and the remaining 15MW, 25MW in total, delivered during 2019/2020. If the Respondent wishes to provide additional megawatt (addition to 25MW) during the contractual period, the proposal shall include a plan and fee schedule for optional evaluation by the utility.

**5. Experience:** Respondent shall clearly identify project participants and management team, including:

- a. Describe your firm's experience as may be applicable to this RFP, your organizational structure, management qualifications, and other contract related qualifications, including number of years firm has been in business.
- b. Specify key employees and describe their qualifications, experience and duties related to this RFP, including the office location(s) where work will be performed, in addition to the physical street address referenced above.
- c. 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.
- d. State whether Respondent will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the Respondent 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 Respondent.
- e. 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.
- f. For reference purpose, the Respondent shall provide the list of other utilities or programs, which are currently using the Platform, and their contact information. Moreover, the proposal shall list all the

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existing interfaces, integrations, and relationships with the smart thermostats manufacturers and the Respondent.

### 6. References:

- a. Describe whether the Respondent has, within the last five (5) years, rendered any 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 contract, contract start and end date, the contract administrator name, and total actual contract expenditures).
- b. If the Respondent has not rendered any service within the last five (5) years to SCPPA or to any of SCPPA's Members, then please provide references over that period with the details described above including the counterparty for which services were provided.
- c. Identify existing related or relevant projects or programs which Respondent developed and/or operates that would demonstrate Respondent's capabilities in this area.
- d. Describe relevant program development and implementation experience, approach, and provide a list of references for similar projects completed.

## VI. Proposal Submission Delivery Requirements

There will not be an initial Respondent's conference associated with this RFP. Clarification questions may be addressed to [bcope@scppa.org](mailto:bcope@scppa.org).

The deadline to submit questions on this RFP will be 4:00PM (PDT) on **July 5, 2018**. All questions should be submitted electronically via e-mail to: [bcope@scppa.org](mailto:bcope@scppa.org), referencing **Residential Demand Response RFP** in the subject line. Answers to all questions will be provided to inquisitor via e-mail within 10 business days from the date received. Answers to questions that SCPPA, at its sole determination and discretion, deems to be substantive or that would place the inquisitor at a distinct and unfair advantage to other potential Respondents will be posted on SCPPA's website at <http://www.scppa.org/page/RFPs-Programs> within 10 business days from the date received, but no later than **July 13, 2018**. It is the responsibility of potential Respondents to review this website for any, and all, postings.

One (1) electronic copy of your submittal must be e-mailed no later than 4:00 pm PST on **July 19, 2018**, to: [bcope@scppa.org](mailto:bcope@scppa.org) with Subject/Title as: **[Respondent Name] Residential Demand Response RFP Submittal**.

One (1) hard copy of your submittal can or may also be delivered to the address below no later than the time and date referenced above, but hard-copy submittal is not required.

Southern California Public Power Authority  
**Residential Demand Response RFP**  
Attention: Bryan Cope  
1160 Nicole Court  
Glendora, California 91740

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No contact should be made with the Board of Directors, committees or working group representatives, or SCPPA Members 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 and all submissions may be subject to review in the event of an audit.

### **VII. Evaluation and Timeline**

#### **A. Evaluation**

Proposals will be evaluated to determine if the Respondent has fulfilled the requirements of the RFP, has a complete understanding of the work to be performed, has exhibited completeness and competence in addressing the statement of work, and has delineated a viable methodology for meeting the requirements of the work. All proposals will be solely evaluated on their content. Material not included in the written proposal will not be considered.

#### **B. Timeline / Schedule\***

SCPPA RFP for Residential Demand Response Services Selection Process	
Schedule of Requirements	Target Date(s)
Issue RFP	June 27, 2018
Questions on RFP Due	July 5, 2018
Responses Due	July 19, 2018
Review of Responses	July-August, 2018
Interviews (if necessary)	July-August, 2018
Selection of Respondent(s)	August, 2018

\*Timeline/Schedule is subject to change.

### **VIII. 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

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- appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable 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.
  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 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. Prior to contract award, the successful Respondent 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.
  14. 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.
  15. 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.
  16. Information in this RFP is accurate to the best of SCPPA's and its Members' knowledge but is not guaranteed to be correct. Respondents are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with SCPPA.

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 Respondent, can choose not to proceed with any Respondent 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 RFP.

### **IX. 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 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, 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.



## SCPPA RESIDENTIAL DEMAND RESPONSE RFP – June 27, 2018

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7. **Supplier Diversity:** Respondents 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 RFP. 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 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.