



## **SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

### **Request for Information for Development of Jawbone Canyon Area**

**Issuance Date: October 25, 2018**

**Response Deadline: December 28, 2018**

#### **I. Introduction**

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities, is hereby soliciting information regarding the capabilities and qualification of individuals and firms to perform and/or provide development and guidance regarding the City of Vernon's land near the Jawbone Canyon/Mojave region, as described below in Section III.

SCPPA is interested in discovering all Respondent's capabilities related to specified Areas of Interest to make an informed decision and potentially proceed to more specific discussions or solicitations with one or more qualified Respondents to this Request for Information (RFI).

Responses to this RFI are due on or before December 28, 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 amongst 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 that 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. The management of SCPPA is under the direction of an Executive Director who is appointed by the SCPPA Board of Directors.

### III. Areas of Interest

SCPPA Members have expressed interest in obtaining information from potential developers on the development of Vernon's lands to meet the needs of the various municipalities as follows: SCPPA requests respondents to submit a response to this RFI indicating proposed purpose and guidance for the available land on behalf of its Members.

Vernon owns approximately 18 thousand acres ("the Property") in the Tehachapi Wind Resource Area in Kern County Jawbone Canyon region of California. The Property is currently zoned "A", agricultural uses and other activities compatible with agricultural uses. A rezone may be necessary for the development of a commercial scale wind, solar or energy storage project. Ideas for development of Vernon's Property need not be restricted to development of renewable energy projects. SCPPA welcomes any other potential development endeavors as well.

Renewable development opportunities could consist any or all the following:

- Solar Facility
- Wind Facility
- Energy Storage Facility (could be stand-alone)

Other considerations for the Property may include land conservation or conservation banks.

SCPPA is seeking information, ideas, and Respondent qualifications to provide such information in connection with the Property described within this RFI. Based upon the results of this RFI, a Request for Proposals (RFP) may or may not be issued regarding a Project on the Property.

Background information is provided with this RFI for reference only and may require updates. The description of the documents is as follows:

1. **Visuals and Maps (refer to attachment A)**
  - Renewable Energy Land Footprints
  - Strategic Wind and Solar Resource Location
  - Adjacent Solar Land Slope Analysis
  - Western and Eastern Fee Lands
  - Pacific Crest Trail
  - Military Review Requirement Map
2. **Red Rock Wind Project Case Study (refer to attachment A)**
  - Vernon sold 12,240 acres to NextEra for \$40 million
  - Approximately \$3,300 per acre
  - Acquired Easement rights over the Red Rock Wind Project to connect with Sky River Transmission
  - Easement rights will be available to developer over the Property.
3. **Bright Star Canyon Wind Study (refer to attachment B)**
  - Wind profile data

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4. **Bright Star Canyon Wind Project Biological Resources Critical Issues Analysis (refer to attachment C)**
5. **Bright Star Canyon Wind Project Initial Paleontological Resources Assessment (refer to attachment D)**

### **Challenges/ Restrictions for Project Development of Lands**

Military Review- Approximately 9,000 acres in the East is not considered as a viable wind development area due to height restrictions from military fly zone.

Avian- Butterbrecht Spring has high levels of activity from Golden Eagles and California Condors.

Environmental Impact near lands regarding Cultural Paleolithic studies

Pacific Crest Trail crosses into the Western Fee lands, limiting development in that area.

Transmission Interconnection Agreement- Currently no Interconnection Agreement.

Transmission application and routing will be the responsibility of the developer.

No Wake agreements between Vernon and NextEra to prevent interference between wind projects.

### **Timeline / Schedule\***

| <b>SCPPA RFI for Jawbone Canyon Selection Process</b> |                       |
|---|-----------------------|
| <b>Schedule of Requirements</b>                       | <b>Target Date(s)</b> |
| Issue RFI   | 10/25/2018            |
| RFI Questions Cutoff Date                             | 11/30/2018            |
| RFI Responses Due                                     | 12/28/2018            |
| Review of Responses                                   | 1/31/2019             |
| Issue RFP   | TBD                   |

\*Timeline/Schedule is approximate and subject to change.

## **IV. Information Submission Required Elements**

### **1. Transmittal Letter Content:**

- a) A brief statement of the Respondent's understanding of the services and products being requested and considered, as well as any physical or legal limitations or constraints that may exist in allowing the Respondent to provide such service and/or products.

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- b) Legal name of Individual or Firm (Respondent) with physical street address, telephone and FAX numbers with the name(s), respective position(s)/title(s) and e-mail address(es) of all individuals authorized to represent the Respondent.

### 2. Information Statement to be Provided about Respondent:

- a) Respondent's experience in development within Areas of Interest as referenced above and as may be applicable to this RFI;
- b) Respondent's organizational structure, management, and other service or product related Information, including number of years firm or individual has been in the related business;
- c) Key employees, including a description of their Information, experience and duties related to the services and/or products referenced within this RFI;
- d) A list of office locations where work will be performed, if different than the physical address referenced in Respondent's response to this RFI;
- e) Respondent's intent to rely on or use subcontractors to perform development referenced within this RFI; and
- f) Whether the Respondent has, within the last five years, rendered any service to SCPPA or to any of SCPPA's Members, either as a contractor or subcontractor, either under the name appearing in the Transmittal letter or another name. If applicable, 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 Respondent has not rendered any service within the last five years to SCPPA or to any of SCPPA's Members, then please provide as many as five (5) references of similar or related work performed within the past 3 years with the requested details described above including the counterparty for which services were provided.
- h) Please indicate all pending litigation that could affect the viability of Respondent's submittal, continuance of existing contracts, operation or financial stability.

### V. Information Submission Delivery Requirements

One (1) electronic copy of your submittal should be delivered no later than 4:00 pm PST on 12/28/2018 to: e-mailed to [JawboneCynRFI@scppa.org](mailto:JawboneCynRFI@scppa.org):

One (1) USB Flash Drive and/or 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 a hard-copy submittal is not required.

Southern California Public Power Authority  
Jawbone Canyon  
Attention: John Quan  
1160 Nicole Court  
Glendora, California 91740

For general questions, please contact the SCPPA Offices at (626) 793-9364.

Clarification questions regarding this RFI may be addressed to [JawboneCynRFI@scppa.org](mailto:JawboneCynRFI@scppa.org), no later than the questions cutoff deadline.

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

All information received by SCPPA in response to this RFI 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.

### **VI. Submittal Terms and Conditions**

1. SCPPA reserves the right to cancel this RFI at any time, to reject any and all submittals and to waive irregularities.
2. SCPPA shall determine in its sole discretion the value of any and/or all submittals.
3. Submittals may be divided or combined with other submittals, at SCPPA's sole discretion.
4. SCPPA shall perform an initial screening and evaluation to identify and eliminate any submittals that are not responsive to the request for Information, do not meet the minimum requirements set forth in the request for Information or are otherwise deemed, at SCPPA's sole discretion, unable to provide dependable and reliable services.
5. SCPPA reserves the right to submit supplementary 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 submittals for any reason without explanation to the Respondent, or to subsequently make an award to one or more Respondent(s), who, in the opinion of SCPPA, will provide valued service and/or products 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 RFI process in its entirety.
8. Those Respondents who provide Qualification submittals agree to do so without legal recourse against SCPPA, its Members, their directors, officers, employees and agents for rejection of their submittal(s) or for failure to execute or act on their submittal for any reason.
9. 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 RFI.
10. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFI process or any and all costs resulting from responding to this RFI. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
11. SCPPA may require certain performance assurances from Respondents prior to entering negotiations for a proposed project. Such assurances may potentially include a requirement that Respondents provide some form of performance security.

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12. Either SCPPA collectively or Members individually may respond to or enter negotiations related to a submittal. 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.
13. Submission of a submittal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFI and any addenda subsequently issued prior to the due date for a submittal.
14. Information in this RFI is accurate to the best of SCPPA's knowledge but is not guaranteed to be correct. Respondents are expected to complete all their due diligence activities prior to entering into any final contract negotiations with SCPPA.
15. SCPPA reserves the right to reject any submittal for any reason without cause. SCPPA reserves the right to enter 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 RFI or to issue a new RFI that would supersede and replace this RFI.