

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Request for Proposals for Stakeholder & Community Outreach Services Agreement for Boulder Canyon Pumped Storage Project

Issuance Date: May 9, 2019 Response Deadline: June 6, 2019 (3:00 pm PDT)

I. Introduction

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities, is hereby soliciting competitive proposals for Stakeholder and Community Outreach (SCO) services for the Boulder Canyon Pumped Storage Project (the "Project") on behalf of The City of Los Angeles Department of Water & Power and other Member Utilities, as described below in Section V.

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).

Responses to this RFP are due on or before **June 6, 2019 (3:00 pm PDT)**, as described below in Sections V and VII.

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. Project Background

The Los Angeles Department of Water and Power (LADWP) is studying the feasibility of transforming one of the last century's major public works projects—Hoover Dam—into a giant energy storage system to manage future solar and wind energy in this century.

Though California leads the nation in efforts to de-carbonize the electrical grid, other Western states have renewable standards as well. Arizona and Nevada, both states that receive power from Hoover Dam, have existing renewable portfolio standards (RPS) and have initiatives on the ballot in November that will increase their targets to 50 percent of electricity from renewable resources by 2030. Under newly signed legislation (SB 100) California's RPS targets have been raised to 50 percent by 2026, 60 percent by 2030, and 100 percent zero-carbon energy by 2045.

Utilities are seeking to expand battery energy storage to improve the reliability of solar and wind energy. This is a regional challenge that requires a regional solution. Modeling the success of the Castaic plant, LADWP is proposing the Boulder Canyon project as a cost-effective way to store and shift renewable energy to maintain reliability and mitigate curtailment. LADWP will use excess renewable energy to pump water from a location downstream from Hoover Dam to up to Lake Mead at a higher elevation. This will harness vast amounts of renewable energy to be "stored" in Lake Mead in the form of water for hydroelectric power. This stored energy would then be released based on operational needs—such as during periods of high demand, cloudy days or at night—and will flow downhill, to the Lake Mohave area. Initial studies have shown the project could provide 500 MW to 2,000 MW of storage capacity.

The main goals and objectives of the project include:

- Cost effectively store and manage wind and solar to mitigate over-generation.
- Offset need for fossil fuel power to meet high demand, reduce greenhouse gas emissions.
- Leverage existing Hoover generating facilities at higher capacity; the plant currently operates at only 20 percent of its capacity due to low water levels.
- No negative impacts on water levels, prevailing water rights, energy generation agreements.

The project is in the conceptual planning stage. LADWP has conducted initial studies and is in the process of pursuing feasibility, financial and engineering studies. For the past year, LADWP has also engaged in exploratory discussions with stakeholders of Hoover Dam to receive input as well as to discuss anticipated water usage and water rights, political, technical, financial, engineering, operational, environmental, and legal challenges. LADWP expects to conduct outreach and engage local and regional stakeholders, including local jurisdictions, such as Boulder City, Nevada as well as tribal nations.

IV. Request for Proposal (RFP) Objective

The purpose of this RFP is to provide community outreach and communications support for the technical elements of this project with the objective of raising awareness of the project, clarifying objectives, maintaining open lines of communication and building support and awareness among the local community and stakeholders in and around the project site. Materials developed may also be used in the Los Angeles area.

V. Scope of Work

Due to the remote location of Hoover Dam and its surrounding communities and stakeholders, LADWP is seeking professional services from a technically qualified and experienced communications or public engagement firm (Consultant) to assist in conducting outreach, facilitation, and participatory process design for the BCPS, a complex and high profile utility project. The Consultant shall have experience with power generation projects, especially with Hydroelectric Generation Pump Storage Plants. The Consultant shall be knowledgeable of LADWP's power strategic planning efforts and existing outreach activities, including the 100% Renewable Study and Strategic Long -Term Resource Plan. The Consultant shall be knowledgeable of the Lower Colorado River Multi-Species Conservation Program, National Historic Preservation Act, and the Lower Colorado River Operation due to the geographic region. The Consultant shall have extensive experience with public outreach, organizing community events, and public speaking engagements. The Consultant shall support communication and outreach coordination with, but not limited to, the Bureau of Reclamations, Western Area Power Administration, Hoover Electric Service Contractors (see attachment), water rights stakeholders, Native American Tribes, and communities within the region. The Consultant's support shall include stakeholder communications and outreach coordination and planning; stakeholder identification, assessment and engagement; assisting with the development of an appropriate outreach strategy given various key stakeholder audiences and assistance in its execution; as well as collateral development and production of a technical nature. This work will be done in coordination with LADWP's Communications, Media and Community Affairs (CMCA) Division and Power Planning Development and Engineering Division (PPDED), with CMCA serving as the lead for project communications and outreach and work assigned and directed through the RFP issued by PPDED's BCPS RFP Manager. The Contract term is 3 years with the option to extend, with RFP manager's approval. The Project Scoping Document shall include, but is not limited to, the following:

Sub Task 1: Project Team Coordination and Planning

- Schedule & participate in routine team calls (weekly) along with more frequent calls to coordinate.
- Internal planning meetings (in-person or by phone), includes agenda development support, materials coordination, strategic planning sessions.
- Stakeholder database development and management, as well as issue and inquiry tracking.
- Internal coordinated messaging and tracking: Key messages & FAQ (updated throughout)
- Participate in project team meetings as deemed by the BCPS group to gain expertise and familiarity with the Boulder Pump Storage Project. These meetings include those under future task orders for Financial Analysis, Preliminary Engineering, Legal, and Environmental. These meetings are anticipated to occur once or twice a month.

Sub Task 2: Stakeholder Assessment

- Assist in identifying stakeholders, including elected officials and local and state agencies, and methods to effectively inform and engage them during various project phases. Assist in interviewing/surveying stakeholders to hear perspectives on key issues/interests/concerns
- Assist in building relationships and communication channels

Sub Task 3: Communications and Engagement Plan

- Develop a Communications and Engagement Plan with a timeline, objectives, and activities roadmap for multi-year public engagement to build support for the project among stakeholders.
- Periodically update the communications plan based on project evolution. Engagement linked to project milestones (planning, environmental review, and permitting/licensing).
- Identify and plan outreach needs for local project area (Hoover/Colorado River), and LA area as well as other key players in the southwest region.
- Identify, schedule and plan outreach and engagement activities such as one-on-one meetings, small group meetings, briefings, public meetings, speaking engagements, community events, webinars, Board presentations, Council meetings, as well as consideration of an Advisory Group to review/advise in the planning process in regards to BCPS Facility.
- Provide communications support for the engagement process, consistent with established LADWP branding and broader LADWP messaging platforms: including but not limited to web presence, fact sheets, social media messaging, and other project identification for BCPS Facility.
- Utilize an Email distribution system to provide periodic updates to stakeholders (tools that can assure periodic email updates to large databases).

Sub Task 4: Outreach and Engagement Documentation

Provide periodic comprehensive summaries and meeting minutes for outreach and engagement
activities such as one-on-one meetings, small group meetings, briefings, public meetings, speaking
engagements, community events, webinars, Board presentations, and Council meetings.

Companies whose principal business is communications, media, and community affairs may wish to consider partnering with an engineering firm for task order technical support and resource augmentation. If partnering with an engineering firm, the following suggested engineering firm is provided as a convenience:

Stantec Consulting Services Inc.

Bill Shelley (207) 887-3408 bill.shelley@stantec.com

Timeline / Schedule*

| SCPPA RFP for Stakeholder and Community Outreach Service Agreement Selection Process | |
|--|----------------|
| Schedule of Requirements | Target Date(s) |
| Issue RFP | May 9, 2019 |
| Bidders Conference | May 21, 2019 |
| Q&A Deadline | May 23, 2019 |
| Issue Responses to Q&A | May 31, 2019 |
| RFP Submittals Due | June 6, 2019 |
| Selection of Respondent(s) | June 20, 2019 |
| SCPPA Board Award | July 18, 2019 |

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

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

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.
- 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 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.
- 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.

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.

VII. Proposal Submission Delivery Requirements

An initial Respondents' conference for interested parties and potential Respondents to ask questions related to this RFP will be held on May 21, 2019 at 10:00 A.M. PST at 1160 Nicole Court Glendora, California 91740. Call-in information requests and Clarification questions may be addressed to BoulderCanyonRFP@scppa.org.

Interested parties and pontential Respondents who do not attend or call in to the initial Respondents' conference are deemed non rensponsive and **shall** be disqualified from participating in the RFP process.

Eight (8) hard copies of your response, including a transmittal letter of authentic offer with wet-ink authority signature, and any supporting documentation should be delivered no later than 3:00 pm PST on June 6, 2019 to:

Southern California Public Power Authority
Stakeholder and Community Outreach Service Agreement
Attention: Randy Krager
1160 Nicole Court
Glendora, California 91740

One (1) electronic copy of your proposal should also be delivered to the address above, preferably on a CD or USB flash drive, or alternatively e-mailed to BoulderCanyonRFP@scppa.org no later than the time and date referenced above.

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.

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.
- 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 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. 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.
- 17. 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 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.

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- **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.