



## **SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

### **Request for Proposals for**

### **Environmental Attribute Compliance Program Services**

**Issuance Date: May 25, 2021**

**Response Deadline: 4:00 PM PDT – June 17, 2021**

#### **I. INTRODUCTION**

The Southern California Public Power Authority (“SCPPA”), on behalf of Member Utilities, is hereby soliciting competitive proposals for consulting and support services related to monitoring, tracking and potential monetization of certain environmental attributes of utility assets, as described below in Section III.

SCPPA Members are 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 **4:00 PM PDT – June 17, 2021**, 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.

**SCPPA will not be the awarding body for proposals submitted in response to this RFP.** It is anticipated that any Member electing to procure services from one or more Respondent(s) to this RFP would potentially enter into an Agreement with the successful Respondent(s) to meet the needs of the communities that they serve. The service and work products agreed upon by all parties would be ordered and approved by the “Participating Member”<sup>1</sup>. Billings would also be administered through the respective Participating Member.

### III. AREAS OF INTEREST

SCPPA Members have expressed interest in acquiring consulting services from qualified firms to assist with monitoring, tracking and potentially monetizing certain environmental attributes of utility assets that are acquired in various regulatory compliance proceedings, including, but not limited to Low Carbon Fuel Standard (“LCFS”) credits received through the associated proceedings at the California Air Resources Board. SCPPA Members have also expressed interest in acquiring software solutions from qualified firms to assist with managing EV chargers and charging data for the purpose of LCFS credit generation, compliance reporting, and management decision-making.

An outline of the primary Scope of Services that Respondents are asked to provide for any Participating Member utility (i.e., **UTILITY**, below) would include two separate options: Option 1 – Turnkey Services and Option 2: Software Solutions. Respondents may submit proposals that address either or both options but must consider these two options separately.

#### **Option 1: Turnkey Services**

Under this option, the **UTILITY** completely outsources its customer engagement and LCFS administration to the selected service provider.

- 1. Identifying Target Customers:** Develop a process to identify and segment commercial & industrial customers in the utility service territory that are most likely to generate and/or benefit from LCFS credits.
- 2. Business Team Training:** Develop and implement a training program to engage **UTILITY’S** business customer services staff to be able to address customer questions and provide guidance directly to commercial & industrial customers about the benefits of the LCFS program.
- 3. Commercial Customer Outreach & Engagement:** Develop, manage and deliver a marketing and outreach campaign to reach the **UTILITY’S** target commercial & industrial customers eligible to benefit from the LCFS program.
- 4. LCFS Services Delivery to Commercial Customers and/or Utility:** Provide a turnkey LCFS offering to the **UTILITY** and/or the **UTILITY’S** target commercial & industrial customers that will maximize value for the customer or Utility and incentivize further investment in transportation electrification. Such offering should include the following, at a minimum:

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<sup>1</sup> *Participating Member is defined as any SCPPA Member that elects to procure services from one or more Respondent(s) to this RFP.*

- a. Register the fuel-supplying equipment (as required using CARB approved upload template). Manage all regulatory requirements including regulatory filings.
- b. Guarantee low-CI electricity supply to maximize the number of LCFS credits generated.
- c. Market and monetize the LCFS credits for maximum value, including the possible optimization of value through Incremental LCFS credit generation and monetization.
- d. Collect data on eligible fueling from the [UTILITY] and any other relevant parties and calculate credits generated based on the current LCFS formulas.
- e. Complete any required reporting including the quarterly and annual reporting and data submittals and provide copies of such reports to the [UTILITY] and/or its customers.
- f. Quarterly cumulative accounting of [UTILITY] LCFS credit balance.
- g. Complete and pay for, as required, any other reporting and other documentation.
- h. Remit credit revenue to the [UTILITY] and/or its customers on a quarterly basis.
- i. Maintain an auditable “paper trail” and submit to audits as deemed necessary by the [UTILITY], its customers and/or CARB.
- j. Implement and manage 3<sup>rd</sup> Party Verification when applicable.
- k. Manage all regulatory requirements including regulatory filings.
- l. Adhere to market rules.
- m. Provide quarterly updates to the [UTILITY] regarding LCFS market conditions.
- n. Comply with all obligations promulgated under Assembly Bill 32 and/or subsequent legislation.

### Option 2: Software Solutions

Under this option, the [UTILITY] acquires or subscribes to software solutions offered by the selected service provider. The [UTILITY] interacts with customers, and relies on data/report/template produced by the software for LCFS administration.

1. **Charger Master File/Data Repository:** The master file contains life-cycle records of chargers from installation to removal/replacement, including but not limited to:
  - a. **Basic Information:** Facility/project name, building type (multi-family, office, etc.), address, GPS coordinates, manufacturer, model, serial number, charging type (Level II, DCFC, etc.), connector standard, payment device, installation date, utility meter number, customer account number, premise number, network provider, number of charging ports, charging fee, shared private charging designation (N/Y), low income and/or disadvantaged location designation, customer/designator (if any), removal/replacement date, and replacement unit (if any). Allow flexibility to add other customized fields as deemed necessary.
  - b. **LCFS Registration Upload (RU) template:** Use Basic Information collected above to create RU template for charger registration via CARB’s [LRT-CBTS](#) system.
  - c. **Basic Information Related to CARB Registration and Retirement:** Registration Upload (RU) number, Fueling Supply Equipment ID (FSE ID), FSE Facility ID (LFF ID), LCFS FSE Facility Name, FSE Start Date, FSE End Date, date registration/deactivation approved by CARB. Allow flexibility to add other customized fields as deemed necessary.
  - d. **File attachments:** Allows storage space for photos, emails, or other files related to the chargers.

2. **Customer or Designator Master File/Data Repository:** The master file contains basic information of the customer/designator that assigns LCFS credit generation to the [UTILITY], including but not limited to:
  - a. **Basic Information:** Name, FEIN, contact name, customer account number, address, contact phone, contact email, address. Allow the flexibility to import data from the [UTILITY's] existing rebate processing system, such as: rebate amount; date of check; program type; and accounting string.
  - b. **File Attachments:** Allows storage space for W9, agreement signed between the customer and the [UTILITY], and other related files such as: invoices; project designs; scope of work; emails; and proposals.
  
3. **Quarterly Charging Data Management:** This data management system collects quarterly charging kWh by charger and generates a quarterly fuel transaction report for LCFS credit generation.
  - a. **Quarterly Charging Data:** Collects charging data from various data sources, including the utility metering system and the EV service provider (EVSP) websites. Allows the flexibility to designate the data source, if a charger is metered by both the utility and the EVSP. In addition, historical charging data collected previously may be imported during system implementation.
  - b. **Fuel Reporting by FSE Template:** Based on the quarterly charging data collected, create quarterly fuel reporting by FSE templates to be uploaded to the LRT-CBTS system.
  - c. **Credit Generation Calculation:** Based on a. and b. above, calculate the LCFS credits generated per charger.
  
4. **Interface for Data Import/Input**
  - a. **Other Credit Generation Categories:** Provides an interface to capture kWh consumption and credit generation from other categories, including but not limited to: forklifts, residential base, and residential incremental.
  - b. **Credit Sales Price:** Document the timing and price of credit sales, so that realized monetary values may be calculated. Document the LCFS credit price forecast for future credit sales, so that monetary values for unsold credits can be estimated.
  
5. **Data Analytics and Graphic Displays:** Based on information collected above, provides relevant data analytics and graphic displays for management review and decision-making. Some examples include:
  - a. Charging kWh, credit generation and realized/estimated monetary values by charger, by project, and by customer, over designated period of time
  - b. Charging kWh, credit generation and realized/estimated monetary values by category (in % and in absolute values)
  - c. Number of credits generated per MWh under various charging categories
  - d. Number of credits generated per LD EV under the residential base credit category
  
6. **User Administration:** The software solution allows an administrator, a write/edit access group for up to 5 individuals, and a read access group for up to 5 individuals.

## SCPPA Environmental Attribute Processing Services RFP - May 25, 2021

Options 1 and 2 identified above are to be considered two separate pathways to providing the required services. Respondents do NOT need to offer consulting support related to both Options. Qualified Respondents are welcome to submit proposals for both Options, should they choose to do so. However, should a Respondent choose to submit a Response to provide services under both Option 1 and Option 2, those submittals must be separated with a clear distinction and indication of the specific Option that the Response applies to. In their review, Participating Member(s) will not discount any Response for providing a potential solution to only a single Option, nor will they provide additional value to responses that offer potential solutions to both Options, identified in the Areas of Interest.

### Timeline / Schedule\*

SCPPA Environmental Attribute Processing Services RFP Selection Process	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	Tuesday, May 25, 2021
Inquiries Due	4:00 PM (PDT) – Thursday, June 3, 2021
Responses Due	4:00 PM (PDT) – Thursday, June 17, 2021
Review of Responses **	Proposals will be open for review up to twelve (12) months from the “Responses Due” date indicated in the RFP Schedule in accordance with the terms set forth in Section VI.18 of the RFP.
Interviews (If Necessary) **	Interviews may or may not be conducted based on the Participating Members’ individual solicitation processes.
Selection of Respondent(s)**	Selection will vary based on the Participating Members’ individual approval processes.

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

*\*\*SCPPA will not be the awarding body for proposals submitted in response to this RFP. It is anticipated that any Member electing to procure services from one (or more) Respondent(s) to this RFP would potentially enter into an Agreement with the successful Respondent(s) to meet the needs of the communities that they serve. As such, the Review of Responses, Interviews (if necessary), and Selection of Respondent(s) will be conducted by the individual Participating Member.*

## IV. 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, or Participating Member(s), 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 Participating Member(s). SCPPA and Participating Member(s) 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 Participating 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 Participating 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.

## V. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

There will not be an initial Respondent's conference associated with this RFP. The deadline to submit Clarification questions on this RFP will be **4:00 PM (PDT) – June 3, 2021**. All questions should be submitted electronically via email to [EnvironmentalAttributeRFP@scppa.org](mailto:EnvironmentalAttributeRFP@scppa.org) referencing **Environmental Attribute**



## SCPPA Environmental Attribute Processing Services RFP - May 25, 2021

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**Compliance Program Services RFP** in the subject line. Answers to questions that SCPPA or Participating Member(s), at their 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 alongside the solicitation at <http://scppa.org/page/RFPs-Programs> as soon as a practicable after the date received, but no later than **4:00PM (PDT) – June 10, 2021**. It is the responsibility of potential Respondents to review this website for any and all postings.

One (1) electronic copy of your proposal and any supporting documentation must be delivered to [EnvironmentalAttributeRFP@scppa.org](mailto:EnvironmentalAttributeRFP@scppa.org) by no later than **4:00PM (PDT) – June 17, 2021**.

No contact should be made with the Board of Directors, committees or working group representatives, or SCPPA Members concerning this RFP prior to the Response Deadline.

All information received by SCPPA, or Participating Member(s), 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.

### **VI. TERMS AND CONDITIONS**

1. SCPPA and Participating Member(s) reserve the right to cancel this RFP at any time, reject any and all proposals and to waive irregularities.
2. SCPPA and Participating Member(s) shall determine at their 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 and Participating Member(s)' sole discretion.
4. SCPPA and Participating Member(s) 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 and Participating Member(s) reserve 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 and Participating Member(s) reserve the right, without qualification and in their 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 and/or its Members, will provide the most value to SCPPA and Participating Member(s).



7. SCPPA and Participating Member(s) 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. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, Participating 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.
9. SCPPA and Participating Member(s) 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.
10. SCPPA and Participating Member(s) 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.
11. Participating Member(s) 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.
12. Prior to contract award, the successful Respondent shall supply to the Participating Member 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.
13. Participating Member(s) may contact Respondents individually to discuss or enter into negotiations regarding a proposal. SCPPA and Participating Member(s) are not responsible or liable for individual Members' interactions with the Respondent.
14. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA and/or Participating Member(s).
15. Information in this RFP is accurate to the best of SCPPA's and Participating Member(s) 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 Participating Member(s).
16. SCPPA and Participating Member(s) reserve the right to reject any Proposal for any reason without cause. SCPPA and Participating Member(s) reserve the right to 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.

17. Respondents understand and acknowledge that proposals submitted in response to this RFP will be valid for a period of twelve (12) months from the “Responses Due” date indicated in the RFP Schedule. Respondents must clearly identify in their proposals if the proposal will be valid for a term lesser than the twelve (12) month term.

**VII. ADDITIONAL REQUIREMENTS FOR PROPOSAL**

**1. CONSIDERATION OF RESPONSES:**

Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Proposals should be submitted on recycled paper that has a minimum of thirty percent (30%) post-consumer recycled content and duplex copied (double-sided pages) where possible.

**2. INSURANCE, LICENSING, OR OTHER CERTIFICATION:**

If selected, the Respondent will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. Participating Member(s) 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.HTML](http://www.dir.ca.gov/DLSR/DPREWAGEDETERMINATION.HTML)

**6. CHILD SUPPORT POLICY:**

If selected, Respondent may be required to comply with the City of Los Angeles Ordinance No. 172401, which requires all contractors and subcontractors performing work to comply with all reporting requirements and wage-earning assignments and wage-earning assignments relative to court ordered child support.

**7. SUPPLIER DIVERSITY:**

Respondents shall take reasonable steps to ensure that all available business enterprises, including Small Business Enterprises (SBEs), Disadvantaged Business Enterprises (DBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disabled Veteran Business Enterprises (DVBES), and other Business Enterprises (OBEs), have an equal opportunity to compete for and participate in the work being requested by this RFP. Efforts to obtain participation of these business enterprises may reasonably be expected to produce a twenty-five percent (25%) participation goal for SBEs. For the purpose of this RFP, SCPPA's Supplier Diversity program is modeled after that of the Los Angeles Department of Water and Power. Further information concerning the Supplier Diversity Program may be obtained from the Supply Chain Services Division of the Los Angeles Department of Water and Power

**8. SCPPA-FURNISHED PROPERTY:**

SCPPA or Participating 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 Participating 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/or Participating Member(s) and no further agreement will be necessary for the transfer of ownership to SCPPA and/or Participating Member(s). SCPPA and Participating Member(s) have 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 at their sole discretion.