



## **SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

### **Request for Proposals for FERC Anti-Market Manipulation Rules Training Services**

**Issuance Date: August 2, 2021**

**Response Deadline: August 26, 2021**

#### **I. INTRODUCTION**

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities, is hereby soliciting competitive proposals for Federal Energy Regulatory Commission (FERC) Anti-Market Manipulation Rules Training Services, 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).

Responses to this RFP are due on or before August 26, 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.

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 each applicable Member and the billing would be administered through SCPPA.

### **III. AREAS OF INTEREST**

Certain SCPPA Members have expressed interest in a comprehensive annual compliance training on FERC Anti-Market Manipulation Rules for the energy market. The training program should be flexible to allow each participating SCPPA Member to customize the content to its needs and be made available for online learning, in-person training or both. The Potential Respondent and training should provide the following:

- Designed to ensure trainees understand how to comply with the requirements of the FERC Anti-Market Manipulation Rules
- Learn the rules and standards of FERC regarding market manipulation
- Learn how to safeguard against violations
- Learn how to recognize potential violations
- Case examples of manipulation in California energy market
- Rules and standards specific to the California energy market
- Allow users the flexibility to complete the training at their own pace so that users can start and stop the training before completion, then return to the training where they left off.
- Professional monitoring and analysis of changes to the FERC rules and incorporation of the recent developments, pertinent impacts, and enforcement actions into the training content, including highlighting these recent events and developments.
- An examination or test to ensure trainees have understood and can demonstrate their understanding of the subject matter
- Web-based monitoring and/or reporting of the administration of the training content and related examination (for online learning format) that allows a member agency administrator to monitor trainee progress through the training process.
- Ability to customize training for each SCPPA Member based on their requirements
- Provide expertise on the FERC Anti-Market Manipulation Rules

**Timeline / Schedule\***

SCPPA RFP FOR FERC ANTI-MARKET MANIPULATION RULES TRAINING SERVICES SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	August 2, 2021
Inquiries from Potential Respondents	August 12, 2021
Responses Due	August 26, 2021
Review of Responses	September – October 2021
Interviews (If Necessary)	October 2021
Selection of Respondent(s)	October – November 2021

\*Timeline/Schedule is subject to change.

**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 including, but not limited to: requirements definitions, strategy refinement, and staffing requirements to support the proposed training 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 training 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.

The combined number of trainees from potential participating SCPPA Members for this training service is approximately 250. Participating SCPPA Members will need the flexibility to add additional trainees (for online learning) or provide additional training session(s) (for in-person training) as needed during the year due to new employees onboarding.

Please include pricing for: (1) online learning, in-person training, or both; (2) different levels of Member interest, if applicable and (3) costs for annual content update and Member customization including hours and rates, if applicable.

### **5. EXPERIENCE:**

Respondent shall clearly identify program 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 training program 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. Participating Members may request that subcontractors who do not perform services at a satisfactory level be removed from assignment and replaced with better-qualified individuals that meet the needs of the Member. 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 training programs which Respondent developed, facilitated, and supported 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 training programs 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 (PT) – August 12, 2021. All questions should be submitted electronically via email to [FERCAnti-MarketManipulationRulesTrainingServices@scppa.org](mailto:FERCAnti-MarketManipulationRulesTrainingServices@scppa.org) referencing FERC Anti-Market Manipulation Rules Training Services in the subject line. 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

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alongside the solicitation at <http://scppa.org/page/RFPs-Other> as soon as a practicable after the date received, but no later than 4:00 PM (PT) – August 19, 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 [FERCAnti-MarketManipulationRulesTrainingServices@scppa.org](mailto:FERCAnti-MarketManipulationRulesTrainingServices@scppa.org) by no later than 4:00 PM (PT) – August 26, 2021.

Additionally, one (1) hard copy of your proposal, including a transmittal letter of authentic offer, and any supporting documentation may be, but is not required to be, submitted with the electronic copy of your submittal, by no later than the time and date referenced above, to:

Southern California Public Power Authority  
FERC Anti-Market Manipulation Rules Training Services RFP  
Attention: Aileen Ma  
1160 Nicole Court  
Glendora, CA 91740

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.

### **VI. 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 appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable services for this RFP.

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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.
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.

## **VII.ADDITIONAL REQUIREMENTS FOR PROPOSAL**

### **1. LEGAL AND REGULATORY REQUIREMENTS, INCLUDING LICENSING OR OTHER CERTIFICATIONS:**

If selected, the Respondent will be required to comply with all applicable federal, state and local legal and regulatory requirements, including licenses or other required certifications for the type of work being performed.

### **2. INSURANCE AND INDEMNIFICATION:**

SCPPA or its Members will require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract, and further will require indemnification against claims of infringement of a third party's intellectual property rights.

### **3. 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).

### **4. 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.