



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

REQUEST FOR PROPOSALS FOR

**Mead-Adelanto Project (MAP) High-Voltage Direct Current (HVDC) Upgrade -
Feasibility Study**

ISSUANCE

DATE:

Friday, August 2, 2024

PROPOSAL

DEADLINE:

Wednesday, August 21, 2024

I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of the participants in the Mead-Adelanto Project (MAP), is hereby soliciting competitive proposals from qualified respondents (Respondents) for a Technical Consultant to conduct a feasibility analysis for a potential Mead-Adelanto Project (MAP) High-Voltage Direct Current (HVDC) Upgrade (MAP Upgrade Proposal), as described below in Section III.

SCPPA seeks proposals related to the specified Areas of Interest set forth in Section III below, to enable informed decisions and to potentially proceed to more specific negotiations on contract development with one or more qualified Respondents to this Request for Proposals (RFP).

Minimum Qualifications

In order to submit a Proposal in response to this RFP, Respondents must meet the following minimum qualifications:

The Consultants shall demonstrate that they have expertise in the following areas:

- 1) Experience in timely performance of interconnection technical studies for generator and transmission projects in the Western Interconnection;
- 2) Experience developing realistic estimates and schedules for milestones, time, and cost for interconnection studies;
- 3) Ability to adhere to technical study timetables;

- 4) Experience with High Voltage Direct Current (HVDC) transmission system design and an understanding of and experience with HVDC system operations;
- 5) Ability to conduct the following types of technical analyses, including within the Western Electricity Coordinating Council (WECC) footprint:
 - a. Steady state power flow studies
 - b. Transient stability analyses
 - c. Voltage stability analyses
 - d. Short circuit studies, including calculation of effective short circuit ratio (ESCR)
 - e. Sub-Synchronous Oscillation (SSO) studies
 - i. Sub-Synchronous Resonance (SSR),
 - ii. Sub-synchronous Control Interaction (SSCI)
 - iii. Sub-Synchronous Torsional Interaction (SSTI)
 - f. Remedial Action Scheme (RAS) analysis
 - g. System contingency modeling
 - h. HVDC (LCC and VSC) operation, modeling, and analysis
 - i. Power Quality Studies (Harmonic Performance, Flicker, ...etc.)
 - j. Harmonic Impedance Scans
 - k. HVDC Dynamic Performance Studies
 - l. Insulation Coordination Studies
 - m. System Interaction Studies and Resonance
 - n. AC & DC Network Integration
 - o. Reactive Power Control Studies
 - p. Multi-infeed HVDC studies
 - q. HVDC and AC System protection
- 6) Knowledge and understanding of:
 - a. NERC and WECC Reliability Standards applicable to Transmission Planning and grid operation
 - b. IEEE, CIGRE and other applicable standards for Inverter-Based Resources (IBR), FACTS, and HVDC
 - c. Renewable energy resources including IBR (wind, solar, and battery storage) modeling and integration studies
 - d. Dynamic performance optimization of the converter controls (e.g., grid forming and grid following control, black-start and network restoration, multi-terminal operation)
 - e. Control System Interaction and Control System Design
 - f. Network model developments, benchmarking, and validation
 - g. Feasibility Studies
 - h. Transmission Interconnection Procedures and Agreements
 - i. Generation Interconnection Procedures and Agreements

Note: Generic models may need to be developed by the Consultants if vendor models are not available for use.

In addition, the Consultants shall have expertise with the following modeling tools that may be used to conduct all relevant system studies in Transmission Planning described in the Scope of Work Section:

- GE Positive Sequence Load Flow (PSLF): Tool to simulate the positive sequence electrical characteristics of actual transmission and power system operation including transmission line loading and substation voltages.
- PSCAD: Advanced tool for power systems electromagnetic transient (EMT) simulations
- ASPEN: PC-based power flow/short circuit program designed for the planning, design and operating studies of transmission and sub-transmission
- PSSE (E-TRAN): Add-on to PSSE to convert PSSE power flow case to PSCAD case
 - Or PRSIM: Power system import tool for converting standard network data to PSCAD
- PSSE (E-TRAN Plus): Hybrid simulation tool interfacing between PSCAD and PSS/E transient stability programs

Responses to this RFP are due on or before **August 21, 2024**, as described below in Sections IV and VI.

II. **BACKGROUND**

This RFP is being issued by SCPPA on behalf of the participants in the Mead-Adelanto Project (MAP) and the MAP Project Coordinating Committee.

SCPPA

SCPPA is a joint powers authority and a public entity organized under the California Joint Exercise of Powers 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.

Mead-Adelanto Project

The Mead-Adelanto Project (MAP) (as more specifically defined in a Mead-Adelanto Project Joint Ownership Agreement dated August 4, 1992 [as amended and supplemented, the “JOA”])¹, is generally described as a 202-mile, 500 kV alternating current transmission line that extends between the Adelanto substation in Southern California and the Marketplace Substation approximately 17 miles southwest of Boulder City, Nevada. By connecting to the Marketplace Substation, the transmission line interconnects with the Mead-Phoenix transmission project and the McCullough Substation in Southern Nevada. The commercial operation date for the Mead-Adelanto Project was April 15, 1996.

The MAP is owned by: (1) SCPPA, which holds separate MAP ownership shares on behalf of: (a) certain of its Members (Anaheim, Azusa, Banning, Burbank, Colton, Glendale, Los Angeles Department of Water & Power [“LADWP”], Pasadena, and Riverside); (b) the Western Area Power Administrator; and (c) LADWP; and (2) Startrans IO, LLC (Startrans). (SCPPA, the participating SCPPA Members, Western Area Power Administrator, LADWP, and Startrans are collectively referred to in this RFP as the “MAP Participants”). LADWP is the Project Manager and Operation Manager for the MAP. The MAP Participants participate in a Project Coordinating Committee through which certain project related matters are discussed, administered, coordinated, and determined.

Startrans has proposed converting the existing 500kV HVAC transmission line to a +/- 500 kV HVDC transmission line, with a goal of increasing the capacity of the transmission line from 1,291 MW to range between 3,200 MW to 3,500 MW.

¹ The “Project” is defined in the JOA as: “All (i) rights, title and interests to (a) the Transmission Line under the Transmission Line Agreements; (b) the Transmission Line termination facilities at the Marketplace Substation under the Marketplace Agreement; and (c) an undivided one-half interest in the Marketplace Substation common facilities under the Marketplace Agreement; and (ii) rights and interests (excluding title) to (a) the right to use the common facilities, Transmission Line termination facilities, and static var compensator termination facilities at the at the Adelanto Switching Station under the Mead-Adelanto Project, Marketplace-Adelanto Transmission Line, Adelanto Switching Station Interconnection Agreement and the Marketplace Static Var Compensator, Adelanto Switching Station Interconnection Agreement, and (b) an undivided one-half interest in the right to use the common facilities at the McCullough Substation under the McCullough Substation Interconnection Agreement.” (Capitalized terms within this definition are further defined in the JOA).

The Mead-Adelanto Project Operating Agreement, dated August 4, 1992 provides that: *“Upon the request of any Project Participant, the Project Coordinating Committee shall consider increasing the Available Transmission Capability of the Transmission Line. As part of such consideration, the Project Coordinating Committee shall, unless otherwise determined by the Project Coordinating Committee, institute a feasibility study undertaken in accordance with criteria established by the Project Coordinating Committee to make recommendations as to the feasibility for various levels of increase. Such study shall be conducted by an independent engineer or firm of engineers (unless otherwise determined by the Project Coordinating Committee), shall be at the expense of the requesting Project Participant, and shall be submitted to the Project Coordinating Committee upon completion.”*

The Project Coordinating Committee has determined that it would like to retain an independent engineering firm or firms to conduct a feasibility study as provided for in the MAP Operation Agreement. This RFP seeks proposals for a technical consultant to assist with a feasibility study pertaining to the MAP Upgrade proposal.

Any service contract subsequently entered into by SCPPA pursuant to this RFP would be entered into on behalf of the MAP Coordinating Committee. The service and work products would be ordered and approved by SCPPA and/or the Project Coordinating Committee, and the billing for the services would be administered through SCPPA.

III. AREAS OF INTEREST

The MAP Coordinating Committee desires to conduct a feasibility study for the MAP Upgrade Proposal. The MAP Upgrade Proposal proposes to convert the existing Mead-Adelanto Project (MAP) from high voltage alternating current (HVAC) operation to high voltage direct current (HVDC) operation, in order to increase the available transmission transfer capability of the MAP Transmission Line.

1. Proposed Mead-Adelanto Project (MAP) HVAC to HVDC Upgrade – Feasibility Study
 - A feasibility study shall be conducted to evaluate the impact of the MAP Upgrade Proposal on the existing power grid and assess other system upgrades necessary to mitigate potential transmission constraints at each terminal of the project. The required studies are listed below, and further details can be found in the **“MAP HVDC Scope of Work”** document attached to this RFP as Attachment A.

Required Engineering Studies:

- Power Flow Analysis
- Transient Stability Analysis
- Voltage Stability Analysis

SCPPA MAP HVDC Upgrade – Feasibility Study RFP: August 2, 2024 – August 21, 2024

- Short Circuit Analysis
- Reactive Power Control (RPC) Analysis
- Sub-Synchronous Oscillations (SSO) Screening
- Harmonics Screening
- Control Interactions Analysis
- High-Level Cost Estimates

IV. TIMELINE / SCHEDULE*

SCPPA RFP FOR MAP HVDC Upgrade – Feasibility Study SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	Friday, August 2, 2024
Clarification Questions Due	Friday, August 9, 2024
Responses to Clarification Questions Due	Friday, August 16, 2024
Proposal Deadline	Wednesday, August 21, 2024
Review of Proposals	Thursday, August 22, 2024 – Thursday, September 5, 2024
Interviews (If Necessary)	TBD
Selection of Respondent(s) for negotiation	Thursday September 19, 2024
Notice of Intent to Award (following contract negotiation, but prior to any Board approval)	Thursday September 26, 2024

*Timeline/Schedule is subject to change.

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. A statement that Respondent meets the minimum qualifications as specified in Section I of this RFP; and
- II. statement of work specifications; and
- III. reference to any proposed additional or revised contractual terms and conditions required by the Respondent; and
- IV. a summary of any exceptions taken to the RFP requirements.

B. An officer authorized to bind the Respondent 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:

Describe your approach and plan for completing the Scope of Work (SOW), including how it meets (or does not meet) each of the objectives of this RFP (including, but not limited to the schedule for the work), and a detailed description addressing the elements within the SOW. 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, which shall also include a “not to exceed” price. Please include all necessary details

regarding the fees, including hourly labor rates, any expenses, 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. PROJECT TEAM AND EXPERIENCE:

Respondent shall clearly identify project participants and management team, including:

- A.** Describe your firm's experience as 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 individuals 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 individuals as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental individuals 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. MINIMUM QUALIFICATIONS AND REFERENCES:

Provide information specifically demonstrating how Respondent meets the minimum qualifications set forth in Section I of this RFP.

- A.** Describe whether the Respondent has, within the last five (5) years, rendered any service to: SCPPA, to any of SCPPA's Members, or to any of the MAP Participants, 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. To the extent not covered in response to item 6(A) above, please provide references for work performed during the past five (5) years with the following details: status as prime or subcontractor, brief description of the contract, contract start and end date, the contract administrator name, total actual contract expenditures, and the counterparty for which services were provided.
- C. Identify existing related or relevant projects or services provided by Respondent that would demonstrate Respondent's capabilities to provide the services specified in this RFP.

7. CONFLICTS OF INTEREST AND COLLUSION

- A. Respondent must address in its Proposal possible conflicts of interest with SCPPA, SCPPA Members, and any of the MAP Participants. Such conflicts may include, but are not limited to, representation of clients that are adverse to SCPPA, SCPPA Members, or any of the MAP Participants, or the existence of lawsuits between Respondent and SCPPA or SCPPA Members or any of the MAP Participants. Although the Respondent will not be automatically disqualified by every circumstance that may raise a conflict of interest, SCPPA and the MAP Participants reserve the right to consider the nature and extent of such work in evaluating the proposal.
- B. Respondent must not offer nor provide SCPPA's or its Members' or any of the MAP Participants' respective elected or appointed officials, officers, employees, or representatives with gifts or promises of remuneration, no matter how small, while Respondent's proposal is under consideration.
- C. Respondent must not collude, directly or indirectly, with or among other respondents in regard to the amount, terms, or conditions of its proposals. Respondent must not share its proposal with any other entity other than SCPPA until SCPPA notifies all respondents that negotiations with the successful respondent are complete via SCPPA's Notice of Intent to Award.

8. EXCEPTIONS TO SCPPA AGREEMENT:

- A. The Respondent recommended for award under this solicitation will be subject to the terms and conditions of the SCPPA **Professional Services Agreement ("Agreement")**. A pro

forma copy of the Agreement has been attached hereto for reference as “Attachment B”. Respondent must provide a redline of the pro forma Agreement, and supporting commentary, identifying any exceptions to the terms and conditions identified therein. The redline is required to be included as an attachment to the proposal submitted in response to the solicitation, and will be considered in the evaluation of the Proposals. SCPPA is under no obligation to accept any of these exceptions, or even to give the Respondent’s proposal any further consideration in light of such exceptions.

VI. CLARIFICATION QUESTIONS AND COMMUNICATIONS

SCPPA does not anticipate that there will be an initial Respondent's conference associated with this RFP. The deadline to submit clarification questions on this RFP is specified in Section IV of this RFP. All questions should be submitted electronically via email to Charles Guss at map_hvdc_upgrade_rfp@scppa.org referencing the **RFP for MAP HVDC Upgrade - Feasibility Study** 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 alongside the solicitation at <https://scppa.org/rfps-bids/other-public-power-request-for-proposals/> as soon as a practicable after the date received, but no later than **Friday August 16, 2024**. SCPPA may elect to hold a conference for all Respondents for further clarification, if and as necessary. If a Respondents' conference is held, it will be open to all potential Respondents and announced via an Addendum posted with the RFP to the SCPPA website at the above-referenced location. It is the responsibility of potential Respondents to review this website for any and all postings.

During the RFP period, communications with SCPPA, any of its Members, and any of the MAP Participants, other than in the manner specified in this solicitation are prohibited. No contact shall be made with the SCPPA Board of Directors, SCPPA staff, committees, or working group representatives, or SCPPA Members, or any of the MAP Participants or their respective officers, executives, or staff concerning this RFP. Failure to abide by this requirement may result in disqualification of the Proposal.

VII. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

One (1) electronic copy of your proposal and any supporting documentation must be received by map_hvdc_upgrade_rfp@scppa.org by no later than **5:00PM (PDT) – August 21, 2024**.

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
MAP HVDC Upgrade – Feasibility Study
Attention: Charles Guss
1160 Nicole Court
Glendora, California 91740

VIII. CONFIDENTIALITY; CALIFORNIA PUBLIC RECORDS ACT

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. Generally, such information may become subject to public disclosure upon completion of evaluations and release of a Notice of Intent to Award.

Respondent must identify all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Respondent included in its Proposal which Respondent believes should be exempt from disclosure under the California Public Records Act. By listing the documents, Proposer agrees to indemnify, defend, and hold harmless SCPPA, its Members, the MAP Participants, and each of their respective officers, agents, and employees from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with SCPPA’s refusal to disclose the protectable documents to any party making a request for those items.

SCPPA will treat any Respondent who fails to identify documents that the Respondent believes should be exempt from disclosure as having waived its right to an exemption from disclosure, as the Public Records Act provides.

IX. TERMS AND CONDITIONS

1. SCPPA reserves the right to cancel this RFP at any time, to 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 qualifications or 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, to 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, upon request, 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 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.
18. Respondents understand and acknowledge that proposals submitted in response to this RFP will be valid for a period of twelve (12) months from the "Proposal Deadline" 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. After the twelve (12) month term, proposals from Respondent are no longer valid.

X. ADDITIONAL REQUIREMENTS FOR PROPOSAL

1. CONSIDERATION OF PROPOSALS:

Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Where hard copy proposals are submitted, such 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 and any subcontractors performing work under the Agreement will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work

being performed. Such licenses and certifications shall be specific to the State of California, where applicable, and must be applicable to the Respondent's services, work, and deliverables pursuant to the Agreement. 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, if and as required by a SCPPA Member. 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 SCPPA Members' living wage ordinances or requirements. For example, the City of Los Angeles has adopted a Living Wage Ordinance and a 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:

Where applicable, the selected 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](http://www.dir.ca.gov/DLSR/DPREWAGEDETERMINATION.HTM)

6. CHILD SUPPORT POLICY:

If selected, Respondent may be required to comply with Member child support requirements, including the City of Los Angeles Ordinance No. 172401, which requires all contractors and subcontractors performing work to comply with any applicable Wage and Earnings Assignment Orders, Notices of Assignment, and State and Federal employment reporting requirements.

7. SUPPLIER DIVERSITY:

Respondents shall take reasonable steps to ensure that all available business enterprises, including Small Business Enterprises (SBEs), Disabled Veteran Business Enterprises (DVBES), Emerging Business Enterprises (EBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), Lesbian, Gay, Bisexual, or Transgender Business Enterprise (LGBTBEs), and Other Business Enterprises (OBEs) have an equal opportunity to participate in the performance of all 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 and a three percent (3%) participation goal for DVBES. The bidder shall assist in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, DVBES, EBEs, WBEs, MBEs, DBEs, and LGBTBEs have an equal opportunity to compete for and participate in this RFP. 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's or a Member's utility drawings, specifications, and other media or information 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.

10. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED:

The Respondent represents that it shall obtain or presently hold a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Article 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Respondent shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

11. TAXPAYER IDENTIFICATION NUMBER (TIN):

The Respondent represents that it shall obtain and presently have a Tax Identification Number (TIN). For the term covered by this Agreement, the Respondent shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

12. EQUAL BENEFITS ORDINANCE:

Unless otherwise exempted in accordance with the provisions of the Los Angeles Ordinance, the Respondent must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO). The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

13. CONTRACTOR RESPONSIBILITY PROGRAM:

Unless otherwise exempt in accordance with the provisions of the Los Angeles Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees.

14. MUNICIPAL LOBBYING ORDINANCE:

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore, all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's webpage and additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or at the City of Ethics Commission's webpage.

15. IRAN CONTRACTING ACT OF 2010:

In accordance with California Public Contract Code Sections 2200-2208, all Respondents entering into, or renewing contracts with LADWP for goods and services estimated at one million dollars (\$1,000,000) or more shall complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

16. CONTRACTOR CODE OF CONDUCT (SWEAT-FREE PROCUREMENT):

Contractors shall make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. All contractors subject to the Los Angeles Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with Los Angeles's Contractor Code of Conduct. The successful Respondent(s) will be required to execute and submit the form titled, "Contractor Code of Conduct".

17. AMERICANS WITH DISABILITIES ACT:

Respondents must comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. Reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities shall be provided and the Respondent will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability.

18. SAFETY COMPLIANCE CERTIFICATE:

The successful Respondent(s) will be required to execute and submit the form titled, "Safety Compliance Certificate". The form certifies that the Respondent has an effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7 and the Respondent agrees that it is fully responsible for the acts and omissions of parties either directly or indirectly employed by the Proposer. Such certification shall be made by the person with the authority and responsibility for implementing and administering Respondent's Injury and Illness Prevention Program.

19. NON-INTERFERENCE:

The Respondent's performance of the work under this agreement shall not interfere unnecessarily with the operation of SCPPA, its Members or any of their municipal departments.

IX. EVALUATION CRITERIA

Proposals will be evaluated according to the following principles:

1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.

2. The Proposal will first be assessed as to whether it is complete and meets the minimum qualification requirements on a pass or fail basis.
3. The Proposals will then be evaluated on the basis of pre-defined criteria including the following:
 - a. Competitive Price
 - b. Service Offering
 - c. Completeness
 - d. Experience
 - e. References
 - f. Exceptions to Contract Terms and Conditions
4. Depending on whether the SCPPA Board of Directors' ("Board") or Executive Director's approval is required under the SCPPA Procurement Code, the evaluation team will make a recommendation to the Board or Executive Director, and the Board or Executive Director will determine whether to adopt or reject the evaluation team's recommendation.

X. PROTEST PROCEDURE

1. SCPPA will issue a Notice of Intent to Award to each Respondent via email. Any Respondent receiving the aforementioned Notice of Intent to Award may protest the award. A written protest must be received by the Purchasing Manager via email at PurchasingManager@scppa.org within three (3) working days of the date of the Notice of Intent to Award. The written protest must specify the specific reasons for the protest and provide all relevant documentation.
2. The Purchasing Manager shall review any timely protest and provide the protesting proposer with a written decision regarding the protest within three (3) working days from the receipt of the timely written protest.
3. Any appeal of the Purchasing Manager's decision may be made to the SCPPA Executive Director within three (3) working days of the date of the final decision. The Executive Director will render a decision within three (3) working days from receipt of the timely appeal.
4. The decision of the SCPPA Executive Director may be appealed to the SCPPA Board of Directors. If appealed, the appeal must be filed within three (3) working days of the date of the Executive Director's decision. The Board shall calendar the appeal on its agenda or may refer the matter to a designated hearing officer. The decision of the Board or hearing officer shall be binding and final.

5. In circumstances of urgent need and when it is in the best interest of SCPPA to do so, the Executive Director may dispense with the protest procedure provided for in this section and recommend or make the award of contract in accordance with SCPPA's Procurement Code.

The procedure and time limits set forth in this section are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. The Respondent's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code claim or initiation of legal proceedings.