



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

REQUEST FOR PROPOSALS FOR

Anti-Market Manipulation Rules Training Services

**ISSUANCE
DATE:**

August 13, 2024

**PROPOSAL
DEADLINE:**

September 10, 2024

I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of its Member utilities (Member(s)), is hereby soliciting competitive proposals from qualified respondents (Respondents) for Anti-Market Manipulation Rules Training Services, 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).

Responses to this RFP are due on or before September 10, 2024, as described below in Sections IV and VI.

II. BACKGROUND

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,

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, and Vernon, and the Imperial Irrigation District. SCPPA is governed by its Board of Directors (Board), 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 SCPPA and 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. AREAS OF INTEREST

SCPPA and certain of its Members have expressed interest in a comprehensive compliance training program on Anti-Market Manipulation Rules tailored to energy market participants. The training program will need to provide SCPPA and its Members with an understanding of regulatory requirements, mechanisms for compliance, and strategies for identifying and preventing fraud and violations of law. The training program should also offer flexibility for customization, accommodating both online and in-person learning preferences. The Potential Respondent and training program should provide the following:

- Comprehensive understanding of Federal Energy Regulatory Commission (FERC) Anti-market Manipulation Rules and relevant regulations
- Inclusion of regulations from the Commodity Futures Trading Commission (CFTC) and other regulatory agencies as applicable to SCPPA and its Members
- Coverage of rules and standards specific to the California energy market
- Specialized focus on California entities, such as the CAISO, investor-owned utilities, publicly owned utilities, regulatory agencies, and to the relationship between such entities and the energy market
- Inclusion of case examples of manipulation, with emphasis on manipulation instances in the California energy market
- Industry best practices and strategies for compliance as well as mechanisms to prevent violations and recognize potential violations, including fraud.
- Ongoing monitoring and analysis of recent developments and FERC rule and incorporation of such developments and rules into the annual training content
- Utilization of an online Learning Management System (LMS) for convenient access of training modules
- Web-based monitoring and reporting tools for administrators to track trainee progress
- Examinations or tests to gauge participants' comprehension of the subject matter

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

- Separate LMS sections for each Member to ensure privacy and customization
- Flexibility for each participating Member to tailor the content specific to their needs
- Customization options for elements like logos, messages from utility executives, transaction policies, and exam parameters
- Option for online learning, in-person training, or a combination of both
- Prompt customer support for content customization, trainee enrollment, log-in issues, training records and other service requests.
- Ability to review training materials in a PPT, PDF or WORD document.

IV. TIMELINE / SCHEDULE*

| SCPPA RFP FOR ANTI-MARKET MANIPULATION RULES TRAINING SELECTION PROCESS | |
|---|--------------------------|
| SCHEDULE OF REQUIREMENTS | TARGET DATE(S) |
| Issue RFP | August 13, 2024 |
| Clarification Questions Due | August 27, 2024 |
| Responses to Clarification Questions Due | September 3, 2024 |
| Proposal Deadline | September 10, 2024 |
| Review of Proposals | September 2024 |
| Interviews (If Necessary) | October 2024 |
| Selection of Respondent(s) for negotiation | October – November 2024 |
| Notice of Intent to Award (following contract negotiation, but prior to any Board approval) | November – December 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. statement of work specifications; and

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

- II. reference to any proposed contractual terms and conditions required by the Respondent; and
- III. 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:

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. PROJECT TEAM AND EXPERIENCE:

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

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

- 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. QUALIFICATIONS AND REFERENCES:

Provide information demonstrating Respondent's qualifications and, if applicable, references to verify such qualifications.

- 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, programs, or services provided by Respondent that would demonstrate Respondent's capabilities to provide the projects, programs, or services specified in this RFP.

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

- D. Describe relevant program development and implementation experience, approach, and provide a list of references for similar projects completed.

7. CONFLICTS OF INTEREST AND COLLUSION

- A. Respondent must address in its Proposal possible conflicts of interest with SCPPA and SCPPA Members. Such conflicts may include, but are not limited to, representation of clients that are adverse to SCPPA or SCPPA Members or the existence of lawsuits between Respondent and SCPPA or SCPPA Members. Although the Respondent will not be automatically disqualified by every circumstance that may raise a conflict of interest, SCPPA reserves 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' 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 **Master Professional Services Agreement ("MPSA")**. A pro forma copy of the Agreement has been attached hereto for reference as "Attachment A". 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.

VI. CLARIFICATION QUESTIONS AND COMMUNICATIONS

There will not 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 AntiMarketManipulationRFP@scppa.org referencing 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 alongside the solicitation

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

at <https://scppa.org/rfps-bids/rfps-other/> as soon as a practicable after the date received, but no later than September 3, 2024. It is the responsibility of potential Respondents to review this website for any and all postings.

During the RFP period, communications with SCPPA or its Members 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 concerning this RFP, except as provided herein. 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 AntiMarketManipulationRFP@scppa.org by no later than **4:00PM (PDT) – September 10, 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
Anti-Market Manipulation Rules Training Services RFP
Attention: Troy Cook
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, and 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 Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

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, 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, if any, 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, 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.

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

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

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

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. 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).

4. 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: Prevailing wage requirements will apply to the extent the contract is for a 'public work' as that term is defined in Chapter 1 of Part 7 of Division 2 of the Labor Code.

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)

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

5. 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.

6. 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).

7. 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.

8. 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.

9. 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.

10. 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.

XI. 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.

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

2. The Proposal will first be assessed as to whether it is complete and responsive 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. Experience
 - d. Exceptions to Contract Terms and Conditions
4. Depending on whether the 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. At SCPPA's discretion, depending upon the volume of proposals received, SCPPA may choose to hold interviews with the most qualified Respondents. The evaluation team members will independently score the interviewed Respondents.

XII. 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.

SCPPA Anti-Market Manipulation Rules Training Services RFP:
August 13, 2024 – September 10, 2024

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.

6. 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.