



## **SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

### **Request for Proposals for the Residential Lighting Program**

**Issuance Date: May 3, 2016**

**Response Deadline: May 17, 2016**

#### **I. Introduction**

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities (Members), is hereby soliciting competitive proposals from qualified firms to purchase, package and deliver Light Emitting Diode (LED) lamps for residential customers of participating Members, 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 **May 17, 2016**, 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 SCPPA and/or the participating Members and the billing would be administered through SCPPA.

# SCPPA Residential Lighting Program RFP – May 3, 2016

## III. Areas of Interest

Certain SCPPA Members, including the Los Angeles Department of Water and Power, (1.6 million customers and over 2 million meters) have expressed potential interest in:

1. The purchase of Light Emitting Diode (LED) lamps; and
2. The packaging, and delivery of LED lamps.

The scope of services related to each of these options is provided below. Respondents to the RFP are not required to and do not have to submit proposals to provide or perform both options, but SCPPA encourages comprehensive participation from Respondents.

### Scope of Services

1. For the purchase option, the vendor must provide LED lamps that meet the following specifications:

LED Lamp Specifications	
Lamp Shape/Size	A-19
Screw Base	E26
Wattage	75 Watt Equivalent
LED Type	ENERGY STAR® LISTED* DIMMABLE 300° DEGREE OR GREATER, OMNIDIRECTIONAL
Lamp Efficacy (Lumens/Watt)	> 80
Color Rendering Index (CRI)	> or = 80
R9 Color Rendering Value	> 0
Power Factor (PF)	> or = 0.9
Total Harmonic Distortion (THD)	< 35%
Lumen	1,000 > L < 1,350
Correlated Color Temperature	2,500K – 3,000K
Usage	Indoor/Outdoor Use
Expected Life	25,000 hours (minimum)
Warranty	3 years

*\*Specify the ENERGY STAR version under which the lamp was certified.*

The utility anticipates purchasing four (4) Million lamps in total; delivery schedule is as follows:

The successful Respondent to this RFP must have the ability to deliver:

- up to one million lamps within 45 days of contract award;
- up to an additional one million lamps within 90 days of contract award;
- up to an additional one million within 120 days of contract award;
- up to an additional one million, or the remaining balance that would constitute a total of 4 million lamps delivered within 150 days of contract award.

The LEDs will be packaged in individualized cartons (no blister packs will be accepted) made from recycled material.

## SCPPA Residential Lighting Program RFP – May 3, 2016

Additionally, the successful Respondent must have the ability to brand the packaging with the utility's logo (utility to provide graphics) in four-color, low VOC ink.<sup>1</sup>

2. For the **packaging and distribution of LED lamps option**:
  - a. Packaging/Bagging
    - i. Vendor to provide a bag that contains two LED lamps/or be able to contain two LED lamps (in their individual cartons). The bag must meet the following requirements:
      1. Bag must be made of recycled/sustainable material (i.e. canvas or polypropylene) and be reusable.
      2. Bag must meet minimum size requirement of (8"W x 10"H x 4"D).
      3. Bag must have reinforced handles.
      4. Vendor shall provide a bag, suitable for hanging on a door. Sample packaging options must be included with the bid.
      5. Bag shall be able to reasonably accommodate up to two sheets (8 ½ " x 11) of information, to be provided by the utility.
    - ii. Additionally, the selected vendor must have the ability to rebrand the packaging with the utility's logo (utility to provide graphics) in four-color, low VOC ink.
  - b. Distribution (all lamp distributions will be direct-to-door)
    - i. Vendor shall have the ability to make 27,500 deliveries/day; deliveries will take place 5 days/week, which may include the weekend. Utility will provide customer database.
    - ii. Vendor shall have a computerized distribution tracking system (i.e. global positioning system (GPS), with a web-based access system, in which the utility can track and identify deliveries, on a daily basis. Tracking system overview, which will include features of the system, schematics, presentation slides, etc. must be included with the bid.
    - iii. Vendor shall provide weekly and monthly distribution reports. Report will minimally contain the distribution date, customer's name, and address and may include additional items such as details regarding the distribution, etc., which the utility to provide.
    - iv. Vendor shall assemble all distribution material, as provided by the utility.

### **Fee Schedule**

The Fee Schedule, presented as Attachment A to this RFP, is to provide a standard format by which the Respondent submits to a summary of estimated costs suitable for detailed review and analysis. In addition to the specific information required by this form, the Respondent is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement.

For effective evaluation, it is essential that there be clear understanding of:

- The existing, verifiable data,
- The judgmental factors applied in projecting from known data to the estimate, and
- The contingencies used by the Respondent in the proposed price.

In short, Respondent's estimating process itself needs to be disclosed. When attachment of supporting cost or pricing data to this form is impracticable, the data will be described (with schedules as appropriate) and made available to SCPPA and Member upon request.

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<sup>1</sup> Two unbranded, packaged samples of the product must be included in all Responses to the RFP.

## SCPPA Residential Lighting Program RFP – May 3, 2016

The Fee Schedule form is not intended as a rigid requirement. Pricing may be presented in a different format with the prior approval of Members, if more effective and efficient.

### **Evaluation Process and Evaluation Criteria**

Proposals will be evaluated to determine if the Respondent has fulfilled the requirements of the RFP; has a complete understanding of the work to be performed; has exhibited completeness and competence in addressing the statement of work; and has delineated a viable methodology for meeting the requirements of the work. All proposals will be solely evaluated on their content. Materials not included in the written proposal will not be considered.

For each of the Areas of Interest described in Section III above, Respondents must provide sufficient information to demonstrate that the Respondent understands of the requirements. Proposals must comprehensively describe the approach for meeting all of the requirements of the Statement of Work for one or both options. Particular emphasis should be given to confirm depth and breadth of technical and/or industry knowledge. This could include a narrative which shows the Respondent understands of the regulatory requirements affecting each Area of Interest.

#### 1. **Specific Evaluation Criteria**

Proposals submitted for this effort shall be evaluated against the following criteria:

<b>Evaluation Criteria</b>	<b>Relative Ranking or Weight</b>
Qualifications and Experience	25%
Areas of Interest	
<i>Cost of LED lamps option</i>	40%
<i>Packaging, and delivery of LED lamps option</i>	30%
References	5%

\* In the event that the Respondent submits a proposal for one of the two options, the weight for the unselected option will be evenly distributed amongst the remaining criteria.

### **Timeline / Schedule\***

<b>SCPPA Home Service Line Warranty Program RFP Selection Process</b>	
<b>Schedule of Requirements</b>	<b>Target Date(s)</b>
Issue RFP	May 3, 2016
Responses Due	May 17, 2016
Review of Responses	May 31, 2016
Interviews (if necessary)	June 2016
Selection of Respondent(s)	June 2016

\*Timeline/Schedule is subject to change.

# SCPPA Residential Lighting Program RFP – May 3, 2016

## **IV. Proposal Submission Required Elements**

1. **Product Sample:** two packaged samples of the product as described in Section III above.
2. **Transmittal Letter Content:**
  - a. A brief statement of the Respondent's understanding of the work to be done and commitment to perform the work as scheduled, including:
    - i) statement of work specifications; and
    - ii) reference to any proposed contractual terms and conditions required by the Respondent; and
    - iii) a summary of exceptions taken to the RFP requirements; and
    - iv) any and all expectations from SCPPA including, but not limited to: requirements definitions, strategy refinement, and staffing requirements to support the proposed project or program implementation.
  - b. An officer authorized to bind must sign the proposal on behalf of the Respondent and must include the following declarations on the transmittal letter:

“This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Respondent has not in any manner sought by collusion to secure for themselves an advantage over any other Respondent.”
3. **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).
4. **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. Such submittals shall be no more than 10, double-sided sheets, or 20 pages in length.

Respondents may also include additional information or offerings for 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. Any additional information provided to supplement the Respondent's Proposal, as defined directly above, shall be clearly marked as "Supplemental Information". 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.

5. **Fees:** All price proposals should be made based on good faith estimates of the requirements defined in this RFP. Pricing for support services can be presented on a fixed-fee basis or on a time and materials (T&M) basis. One response from the same Respondent can include one or more fixed-fee offerings and one or more T&M offerings. T&M proposals should include all necessary details of the fees, labor rates and service charges associated with any and all service offerings, with an estimated number of hours required for all different levels of labor. Responses do not need to include, but Respondent shall be prepared to provide, a breakdown of the applicable overheads and fringe benefit

## SCPPA Residential Lighting Program RFP – May 3, 2016

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costs that are part of any labor rates and other direct costs associated with the services to be performed.

**6. 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.

**7. References:**

- a. Describe whether the Respondent has, within the last five (5) years, rendered any service to SCPPA or to any of SCPPA's Members, either as a contractor or subcontractor, either under the current Respondent's name or any other name or organization. If so, please provide details (status as prime or subcontractor, brief description of the contract, contract start and end date, the contract administrator name, and total actual contract expenditures).
- b. If the Respondent has not rendered any service within the last five (5) years to SCPPA or to any of SCPPA's Members, then please provide references over that period with the details described above including the counterparty for which services were provided.
- c. Identify existing related or relevant projects or programs which Respondent developed and/or operates that would demonstrate Respondent's capabilities in this area.
- d. Describe relevant program development and implementation experience, approach, and provide a list of references for similar projects completed.

**V. Proposal Submission Delivery Requirements**

## SCPPA Residential Lighting Program RFP – May 3, 2016

There will not be an initial Respondent's pre-bid conference associated with this RFP. Clarification questions may be addressed to [bcope@scppa.org](mailto:bcope@scppa.org).

The deadline to submit questions on this RFP will be 4:00PM (PDT) on **May 10, 2016**. All questions should be submitted electronically via e-mail to: [bcope@scppa.org](mailto:bcope@scppa.org), referencing **Residential Lighting Program** in the subject line. Answers to all questions will be provided to inquisitor via e-mail within 2 business days from the date received. 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 at <http://www.scppa.org/pages/misc/RFPs.html> within 3 business days from the date received, but no later than **May 12, 2016**. It is the responsibility of potential Respondents to review this website for any and all postings.

One (1) hard copy of your response, including a transmittal letter of an authentic offer with wet-ink signature, and any supporting documentation should be delivered no later than 4:00 pm PST on **May 17, 2016** to:

Southern California Public Power Authority  
**Residential Lighting Program**  
Attention: Bryan Cope  
1160 Nicole Court  
Glendora, California 91740

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

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

All information received by SCPPA in response to this RFP is subject to the California Public Records Act and may be subject to the California Brown Act and all submissions may be subject to review in the event of an audit.

### **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.

## SCPPA Residential Lighting Program RFP – May 3, 2016

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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.

## SCPPA Residential Lighting Program RFP – May 3, 2016

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. **Consideration of Responses:** Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Proposals should be submitted on recycled paper that has a minimum of thirty percent (30%) post-consumer recycled content and duplex copied (double-sided pages) where possible.
2. **Insurance, Licensing, or other Certification:** If selected, the Respondent will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. SCPPA or its Members may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.
3. **Non-Discrimination/Equal Employment Practices/Affirmative Action Plan:** If selected, the Respondent and each of its known subcontractors may be required to complete and file an acceptable Affirmative Action Plan. The Affirmative Action Plan may be set forth in the form required as a business practice by the Department of Water and Power of the City of Los Angeles which is SCPPA's largest Member.
4. **Living Wage Ordinance:** If selected, the Respondent may be required to comply with the applicable provisions of the City of Los 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.htm>

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

## SCPPA Residential Lighting Program RFP – May 3, 2016

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- 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 a Member's utility drawings, specifications, and other media furnished for the Respondent's use shall not be furnished to others without written authorization from SCPPA or the applicable Member(s).
- 9. Contractor-Furnished Property:** Upon completion of all work under any agreement developed as a result of this RFP, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the agreement shall automatically be vested to SCPPA and no further agreement will be necessary for the transfer of ownership to SCPPA. SCPPA has the sole right to distribute, reproduce, publish, license, or grant permission to use all or a portion of the deliverable documentation, work product or presentations as it determines in its sole discretion.

**Attachment A**

**Fee Schedule**

<b>Firm Name:</b>		
<b>Firm Address:</b>		
<b>Direct Labor</b>		
<b>Name</b>	<b>Title</b>	<b>Hourly Rate</b>
<b>Sub-contractor</b>		
<b>Name</b>	<b>Title</b>	<b>Hourly Rate</b>
<b>Other Direct or Indirect Costs</b>		
<b>Item Description and Purpose</b>	<b>Billing Unit</b>	<b>Amount</b>

\* Use additional sheets, as needed.

Reimbursement will be made for reasonable and necessary sub-contractor costs at the actual amount paid by the Respondent to the sub-contractor, consistent with the sub-contractor rates established in this Exhibit. There will be no pay mark-up on sub-contractor services, costs, or expenses.