



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Request for Proposals for

Resource Efficiency-Related Rebate Program Administration Services

Issuance Date: October 26, 2021

Response Deadline: December 7, 2021

I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities, is hereby soliciting competitive proposals for **Resource Efficiency-Related Rebate Program Administration Services**, as described below in Section III.

SCPPA is interested in discovering all Respondent's capabilities related to specified Areas of Interest and associated pricing to enable informed decisions and potentially proceed to more specific negotiations on contract development with one or more qualified Respondents to this Request for Proposals (RFP).

Responses to this RFP are due on or before **December 7, 2021**, as described below in Sections III and V.

II. BACKGROUND

SCPPA is a joint powers authority and a public entity organized under the California Joint Exercise of Power Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and through the SCPPA Joint Powers Agreement, for the purposes of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation or transmission of electric energy. SCPPA also facilitates joint service contracts, at the request of its members, to aggregate like project efforts among its Members for the purposes of developing energy efficiency, demand response and resource procurement Programs or Projects to improve operating efficiencies and reduce costs.

Membership of SCPPA consists of eleven cities and one irrigation district, which supply electric energy within Southern California, including the municipal utilities of the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, and Vernon, and the Imperial Irrigation District. SCPPA is governed by its Board of Directors, which consists of representatives from each of its Members. The management of SCPPA is under the direction of an Executive Director who is appointed by the Board.

Any service contract subsequently entered into by SCPPA pursuant to this RFP would be utilized directly by the interested Members to serve their respective utility customers' needs. The service and work products would be ordered and approved directly by SCPPA and/or the applicable Members and the billing would be administered through SCPPA.

III. AREAS OF INTEREST

Certain SCPPA Members have expressed interest in online **Resource Efficiency-Related Rebate Program Administration Services** designed to cost effectively process traditional mail-in applications and meet the needs of their municipalities. The requested online service platform is expected to provide SCPPA Members' residential and commercial customers the ability to apply for energy efficiency, electric vehicles and electric vehicle charging stations, and building electrification rebates and other utility programs online and allow the SCPPA Member(s) the ability to electronically review, approve, and track customer rebate applications.

The areas of interest or the Online Rebate Processing/Tracking Platform and Administration services that SCPPA is requesting from all Respondents to this RFP includes, but is not limited to, the following:

1. REVIEW/EVALUATE EXISTING REBATE PROCESSES

- Assess rebate processing current practices and protocols of Participating Member
- Advise and recommend any retention of or revision to existing practices of Participating Member, in particular for online rebate processing
- Outline Standard Operating Procedures for rebate processing

2. DEVELOP/PROVIDE SECURE SOFTWARE/PLATFORM

- **Customer Use**
 - Apply for rebate reservation (pre-deployment) or rebate (post-deployment), including milestone-based applications requiring several submission steps of various documents by certain due dates;
 - Submit rebate applications electronically on-line and upload any required pictures, plans, bills, receipts, paid invoices or other required documentation pertaining to the project and their request for a rebate;
 - Support multi-party online application workflow where a third party approved by customer (typically a contractor) may prepare the application before customer signs and formally applies for the program;
 - Login using secure and encrypted web portal that is Member branded using logo and color palette **with single sign-on capabilities (using customer credentials to the Member's website)**;
 - Digitally agree to the terms and conditions of the rebate program – that may be displayed within the platform using approved digital signature software;

- Track or follow the progress of multiple rebates online (e.g. if there is additional documentation needed for final approval; if the approval is awaiting final inspections; when the rebate was approved and sent to accounts payable, etc.) and provide a comprehensive view of historical and on-going applications to the customer;
 - Receive email reminder notifications and/or online notification of errors within application in order to remedy before being rejected;
 - Request extension of due dates for milestone-based applications
 - Request an appeal for rejected applications
 - Communicate with rebate processing staff via a comment section and/or direct e-mail, as specified by Participating Member;
 - Request additional services offered by Participating Member such as home audits, weatherization programs, income qualified programs;
 - Assign rebate payment to third-parties
 - Input all information required by mail-in applications
 - Referral mechanism for customers to be redirected to relevant services such as billing inquiries, bill payment, and other Participating Member services available online.
- **Member Use**
- Identify and “target market” to customers through sales campaigns based on previous rebate program participation;
 - Easily set permissions and approval levels for rebate processing staff based on certain criteria such as rebate amount to correspond to staff signing/approval authority levels;
 - Have the ability to override a rebate rejection based on special circumstance (i.e. when the customer purchased the product, it qualified for the program but did not at the time of submittal);
 - Input and process those applications that are submitted and received via mail or in-person with a paper application;
 - Review all rebate applications, required documents, and status of applications;
 - Review summaries of applicants, and measures applied for with the processing tool;
 - Access database of all past and present customer participation levels and programs;
- **Software/Platform Capabilities**
- Maintaining and presenting on-line specified lists of approved appliances, water saving measures, etc. for customers to choose from. These products will be continually updated by the software provider based on revised program-specific requirements including, but not limited to: Energy Star, Water

- Sense, Federal, State or City requirements, as defined by Participating Member;
- Performing a check and balance whereby if the customer enters an invalid or unapproved appliance/measure or customer is no longer eligible for the measure the system will reject that product for rebate and inform the Applicant via an on-screen message;
- Tracking historical data on rebates and maintain a list of rebates customers have previously received, including the ability to flag duplicate rebates or maxed out number of rebated products to the same customer, account and/or premise for the same measure;
- Generating rejection letters/ emails to be sent to customers that do not meet program guidelines or have passed their deadline to submit supplemental materials and the reasons why the rebate application was rejected; allow for automatic or manual rejections (with the latter requiring Member approval based on certain criteria)
- Generating reminders to customers of deadlines to submit supplemental materials;
- Allowing direct access to native database files (sql or other) for purposes of integrating with Participating Member's business intelligence platforms;
- Creating customized reports on all relevant data points, including but not limited to: kWh savings, gallon water savings, program participation, program expenditures etc. -- for tracking, reporting and analyzing program data. These reports should be able to be downloaded in electronic format (e.g. .xls, .xlsx, .csv, etc.) for additional analysis;
- Providing a "search" function for internal and external users that allows Participating Member to search by name, account, measure, address, and other relevant data point as well as ability to filter by measure, program, zip code, date, or other relevant data points;
- Accommodating rebate payment processing through electronic files processed in batches or other similar pre-payment method so that approved applications can be either forwarded to the Member's Accounts Payable departments for final payment or processed by Respondent after Member approval;
- Functioning with an Application Programming Interface (API) that could potentially be used to automatically associate rebate applications with Customer Billing Information;
- Hosting customer access service platform with encrypted and secure website infrastructure and database that complies with any and all data privacy laws;
- Contractor may be required to sign the Participating Member's Non-Disclosure Agreement (NDA) to maintain customer confidentiality;
- Providing dual languages (English and Spanish)

- Complying with latest information security standards, such as ISO 27000 series, and incorporate architected solutions, to ensure safeguarding of all data and meeting security requirements of each Participating Member.

3. APPLICATION PROCESSING

- Process rebate applications for customers applying for any in-scope program rebates. These incentive programs can be changed at any time at the discretion of the Participating Member;
- Process income-qualified program applications and rebates;
- Validate utility customer status, including income-qualification, disadvantaged community residence, and any other eligibility requirements for the program and rebate application compliance;
- Follow-up on incomplete or pending applications;
- Processing paper rebate applications in the event of software delay, system malfunction or customer choice;
- Confirm that customers have an active utility account to qualify for rebate
- Confirm the measure has been purchased by customer or owner of the property through review of proof of purchase (receipts, invoices)
- Verify that customers agree to program terms and conditions including but not limited to agreeing to inspections, that the appliance remain in the Participating Member's site location for a minimum of five years;
- Ability to print and mail rebate checks to utility customer account holder on behalf of the Participating Member. Participating Member reserves the right to continue mailing rebate checks by receiving a data file of approved rebates through secure FTP site.
- Respond to incoming calls and emails from customers as it pertains to rebate qualifications, status of application, customer escalations or any general questions about the rebate programs provided by the Participating Member.

4. CONDUCT POST-INSPECTIONS OF MEASURES AND RETAIL OUTREACH

- Conduct post-inspections, based on criteria determined by the Participating Member (e.g. rebate amount), including but not limited to a minimum of 10 percent post-inspections for approved measures (50% for Central A/C units) by randomly selecting applications and scheduling with customers.
- Customers selected for inspection will be included within electronic data transfer in the database.
- Stock displays, stickers and literature at local retail outlets that promote Energy Star appliances and conservation measures. Participating Member will provide a list of 25-30 local retail outlets participating in the Program. The Contractor will visit or contact each retailer on a monthly basis to maintain sufficient literature and stickers for approved Energy Star models. The Contractor will keep a record of all visits and contacts made and provide that information to the Department on a monthly basis.

Timeline / Schedule*

SCPPA RFP FOR RESOURCE EFFICIENCY-RELATED REBATE PROGRAM ADMINISTRATION SERVICES SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	October 26, 2021
Clarification Questions Due	November 8, 2021
Answers to Clarification Questions Received	November 16, 2021
Responses Due	December 7, 2021
Review of Responses	December 2021
Interviews (If Necessary)	December 2021
Selection of Respondent(s)	January – February 2022

*Timeline/Schedule is subject to change.

IV. PROPOSAL SUBMISSION REQUIRED ELEMENTS

1. TRANSMITTAL LETTER CONTENT:

A. A brief statement of the Respondent's understanding of the work to be done and commitment to perform the work as scheduled, including:

- I.** statement of work specifications; and
- II.** reference to any proposed contractual terms and conditions required by the Respondent; and
- III.** a summary of exceptions taken to the RFP requirements; and
- IV.** any and all expectations from SCPPA including, but not limited to: requirements definitions, strategy refinement, and staffing requirements to support the proposed project or program implementation.

B. An officer authorized to bind must sign the proposal on behalf of the Respondent and must include the following declarations on the transmittal letter:

“This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the

Respondent has not in any manner sought by collusion to secure for themselves an advantage over any other Respondent.”

2. RESPONDENT INFORMATION:

Provide legal name of Company or Individual, physical street address, the name(s) and title(s) of the individual(s) authorized to represent the Respondent, including telephone number(s) and email address(es).

3. PROPOSAL:

Proposals must include a description of the proposed project or program, how it meets (or does not meet) each of the objectives of this RFP, and a detailed description addressing all of the Areas of Interest. Respondents may also include additional services, products, tasks, task elements and/or functions that may not be part of or included in the RFP, but are deemed by the Respondent to be pertinent and potentially valuable to SCPPA or 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. EXPERIENCE:

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

- A. Describe your firm's experience as may be applicable to this RFP, your organizational structure, management qualifications, and other contract related qualifications, including number of years firm has been in business.
- B. Specify key employees and describe their qualifications, experience and duties related to this RFP, including the office location(s) where work will be performed, in addition to the physical street address referenced above.
- C. Provide a commitment statement for the retention and use of key employees as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental employees if key personnel are not available to assure project delivery.
- D. State whether Respondent will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the Respondent shall provide the

same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this RFP shall apply to all subcontractors in the same manner as to the Respondent.

- E. Respondent shall indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation or financial stability.

6. CUSTOMER DATA

All customer data ("Customer Data"), including PII and non-PII gathered in connection with the services provided hereunder will remain or become the property of the Participating Member. The successful Respondent and other parties, including without limitation, affiliates, agents, assignees, and successors (the "Affiliated Parties") will not be authorized to use Customer Data other than in connection with providing in-scope services. In addition, the successful Respondent and Affiliated Parties will not be authorized to disclose, sell, assign, lease, or otherwise provide Customer Data to third parties. The successful Respondent and Affiliated Parties must assign, transfer, and convey irrevocably to the utility all right, title, and interest in and to the Customer Data without further consideration.

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

There will not be an initial Respondent's conference associated with this RFP. The deadline to submit Clarification questions on this RFP will be **4:00 PM (PDT) – November 8, 2021**. All questions should be submitted electronically via email to RebateProgramAdminRFP@scppa.org referencing **Resource Efficiency-Related Rebate Program Administration Services RFP** in the subject line. Answers to

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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 <http://scppa.org/page/RFPs-Programs> as soon as a practicable after the date received, but no later than **4:00 PM (PDT) – November 16, 2021**. It is the responsibility of potential Respondents to review this website for any and all postings.

One (1) electronic copy of your proposal and any supporting documentation must be delivered to RebateProgramAdminRFP@scppa.org by no later than **4:00 PM (PDT) – December 7, 2021**.

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.
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.

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7. SCPPA may decline to enter into any potential engagement agreement or contract with any Respondent, terminate negotiations with any Respondent, or to abandon the request for proposal process in its entirety.
8. SCPPA reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if SCPPA determines that to do so would result in the greatest value to SCPPA and its Members.
9. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, its Members, their directors, officers, employees and agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason.
10. SCPPA shall not be liable to any Respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP.
11. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
12. SCPPA may require certain performance assurances from Respondents prior to entering into negotiations for work that may result from this RFP. Such assurances may potentially include a requirement that Respondents provide some form of performance security.
13. Prior to contract award, the successful Respondent shall supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.
14. SCPPA Members, either collectively or individually may contact Respondents to discuss or enter into negotiations regarding a proposal. SCPPA is not responsible or liable for individual Members interactions with the Respondent which are not entirely conducted through SCPPA or at SCPPA's option or election to engage the Respondent as defined within the RFP.
15. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
16. Information in this RFP is accurate to the best of SCPPA's and its Members' knowledge but is not guaranteed to be correct. Respondents are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with SCPPA.

17. SCPPA reserves the right to reject any Proposal for any reason without cause. SCPPA reserves the right to enter into relationships with more than one Respondent, can choose not to proceed with any Respondent with respect to one or more categories of services, and can choose to suspend this RFP or to issue a new RFP that would supersede and replace this RFP.
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 “Responses Due” date indicated in the RFP Schedule. Respondents must clearly identify in their proposals if the proposal will be valid for a term lesser than the twelve (12) month term.

VII. ADDITIONAL REQUIREMENTS FOR PROPOSAL

1. CONSIDERATION OF RESPONSES:

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

2. INSURANCE, LICENSING, OR OTHER CERTIFICATION:

If selected, the Respondent will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. 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](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.

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.