

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY Request for Proposals for Energy Exchange Services

Response Deadline: July 31, 2009, at 5:00 p.m.

The Southern California Public Power Authority (SCPPA) is hereby soliciting competitive proposals for energy exchange services on behalf of its member municipal utilities for intermittent and renewable energy projects.

Introduction

SCPPA, a joint powers authority and a public entity organized under the laws of the State of California, was created pursuant to the Government Code of California and a Joint Powers Agreement for the purpose of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation or transmission of electric energy.

Membership 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 (Member Agencies).

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.

Areas of Interest

- 1. The respondents should propose programs designed to meet the following objectives beginning January 1, 2010:
 - Receive intermittent energy at an agreed Point of Integration (POI)
 - Schedule energy delivery and issue applicable NERC E-Tags
 - Deliver fixed blocks of energy at an agreed SCPPA Point of Delivery (POD)
 - Reconcile energy and (re-)bundle with applicable Credits to be as concurrent as possible and comply with various regulatory agencies and reporting requirements
 - Manage Transmission Rights, integration charges and associated tariffs
- 2. Proposals may be for a sub-set or the entire list of projects as outlined in Table 1.

Table 1: Renewable Project that Transmission Service is Requested

| Project | Maximum Term (yrs) | Maximum Capacity (MW) | Expected Average Capacity Factor (MW) | Expected Average Capacity (MW) | Expected Average Energy (GWh/yr) | Point of Integration (POI) | BPA Point of Delivery (POD) | Available SCPPA Transmission | |
|---------|-----------------------|-----------------------------|---------------------------------------|---|---|----------------------------------|-----------------------------------|------------------------------------|--|
| 1 | 15 | 262 | 30% | 78.60 | 688.536 | Rock Creek (KPUD) | NW Market Hub | yes | |
| 2 | 30 | 200 | 31% | 61.00 | 534.360 | Jones Canyon (BPA) | NW Market Hub | yes | |
| 3 | 15 | 50 | 36% | 18.05 | 158.118 | Harvalum (BPA) | NW Market Hub | yes | |
| 4 | 20 | 19 | 31% | 5.89 | 51.596 | Tieton (PacifiCorp) | NW Market Hub | no | |

- 3. The respondent is to transmit all of the power in Table 1 above from BPA Point of Delivery (POD) to the SCPPA POD at Northern Oregon Boarder (NOB).
- 4. For all of the projects in Table 1, except Project 4, SCPPA has transmission right up to the project maximum capacity that would be assigned to the respondent to conduct the requested transmission services.
- 5. SCPPA may introduce additional Projects with different POIs as identified in Table 1.
- 6. SCPPA may introduce additional SCPPA PODs for a small portion of the energy. (Possible other SCPPA PODs include Mead, COB, Marketplace or other locations as requested by the SCPPA Member utilities.)
- 7. SCPPA may acquire 100 MW of transmission right on the NW Market Hub to NOB that would be assigned to the respondent to conduct the requested transmission services.
- 8. Pricing shall be offered as a cost per energy (\$/MWh) delivered.
- 9. The anticipated average monthly production at POI for the corresponding projects in Table 1 is shown in Table 2.

Table 2: Estimated Average Monthly Production in GWh

| Project | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|---------|---|--------|--------|---------|---------|---------|---------|---------|---------|---------|--------|--------|--------|----------|
| | 1 | 48.254 | 41.984 | 61.074 | 61.216 | 69.822 | 73.999 | 71.740 | 63.885 | 50.763 | 53.666 | 46.497 | 46.194 | 689.094 |
| | 2 | 35.038 | 36.497 | 45.786 | 59.927 | 62.549 | 72.723 | 61.563 | 50.959 | 29.312 | 21.587 | 24.561 | 32.247 | 532.749 |
| | 3 | 9.682 | 8.293 | 12.054 | 13.049 | 16.360 | 15.233 | 16.107 | 13.616 | 11.154 | 11.566 | 10.366 | 9.013 | 146.493 |
| | 4 | 0.000 | 0.000 | 6.788 | 6.712 | 4.618 | 7.888 | 6.235 | 8.129 | 9.294 | 2.268 | 0.000 | 0.000 | 51.932 |
| Total | | 92.974 | 86.774 | 125.702 | 140.904 | 153.349 | 169.843 | 155.645 | 136.589 | 100.523 | 89.087 | 81.424 | 87.454 | 1420.268 |

10. Assumptions:

- SCPPA will provide day ahead and hour ahead estimates according to the WECC protocol (plus fifteen minutes for hourly data), of the expected Project energy, including access to the hourly facility wind forecaster/scheduler.
- Delivery shall be WSPP Schedule C, including operating reserves, delivered in fixed blocks (shapes to be negotiated).
- "On-Peak" shall be defined as HE0700 through HE 2200 PPT (16 hrs/day) Monday through Saturday.
- All Environmental attributes associated with the Projects shall be retained by SCPPA.
- Contractor shall work with SCPPA to assure compliance with existing and potential future changes to applicable Commission and Regulatory agency guidelines and standards throughout the Term of the agreement.
- NW Market Hub is defined as the composite point of delivery including Columbia, Midway, Sickler, Valhalla, and/or Vantage substations pursuant to the BPA Tariff and the PTP-06 rate schedule (or successor.)

Proposal Submission Required Elements

- 1. **Applicant Information**: Provide company name, address, e-mail address, telephone, name and title of contact person.
- 2. Term: Five years, with automatic renewal, and one-year termination provision for SCPPA.
- 3. **Proposal:** Provide a detailed description of addressing all of the "Areas of Interest."
- 4. **Options:** Provide option pricing, at minimum, for the following three scenarios:
 - Option 1: Delivery of flat 24/7, 162 MW, through a 12 month period, for five years.
 - Option 2: Delivery of a flat 24/7, 242 MW, March through October, and 0 MW November through February, for five years.
 - Option 3: Delivery of a flat 24/7, 193 MW, March through October, and 100 MW November through February, for five years.
- 5. **Fees:** Detail specific examples of the fees. Describe how the fees will be determined. SCPPA is interested in discovering the vendor's capabilities and pricing to make an informed decision and proceed to more specific negotiations. Pricing should be made based on good faith estimates of the requirements defined in this RFP.
- 6. **Timeline:** Provide a timeline for transaction development and implementation for each potential project, Member participation, and any other natural subdivisions of work.

- 7. **Experience**: Respondent will clearly identify project participants and management team.
 - a. Specify key employees and describe their experience and duties related to this RFP.
 - b. 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 supplement if not available to assure project delivery.
 - c. Respondent shall indicate any and all pending litigation that could affect the viability of respondent's proposal or respondent's financial stability.
 - d. Identify existing projects or programs which respondent developed and/or operates.
 - e. Describe relevant program development and implementation experience, approach, and provide a list of references for similar projects completed.
 - f. Identified expectations from customer including requirements definition, strategy refinement, and staffing requirements to support implementation methodology.
 - g. It is required to maintain sufficient insurance for the type of work being performed. Please include a summary of existing insurance coverage. 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.

Proposal Submission Delivery Requirements

There will be no bidder's conference associated with this Request for Proposals. Clarification questions may be addressed to David Walden at dwalden@scppa.org.

One (1) hard copy of your response, including a letter of authentic offer with wet-ink authority signature, and any supporting documentation should be delivered prior to the end of business day on July 31, 2009 to:

Southern California Public Power Authority 225 S. Lake Avenue, Suite 1250 Pasadena, California 91101

One soft copy of your proposal should also delivered as above or alternately e-mailed to <a href="mailed-ma

No contact should be made with the Board of Directors, Committee Members, or SCPPA Participating Members concerning this request for proposals.

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

Proposal Terms and Conditions

- 1. SCPPA desires to enter exclusive negotiations with the proposer once selected as may be defined through a signed letter of intent and defined term.
- 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 not responsive to the RFP, do not meet the minimum requirements set forth in the RFP, are clearly 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.
- 5. SCPPA may entertain or eliminate proposals immediately upon receipt or at any future time if not clearly defined in the proposal as the end of the period of offer.
- 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 the award to that respondent, who, in the opinion of SCPPA, will provide the most value to SCPPA and its customers.
- 7. SCPPA may decline to enter into a power purchase arrangement or any other agreement or contract with any respondent, terminate negotiations with any respondent, or to abandon the RFP process in its entirety.
- 8. SCPPA reserves the right to make an award to the other than the lowest price offer or the proposal evidencing the greatest technical ability or other measure if SCPPA determines that to do so would result in the greatest value to SCPPA and its customers.
- 9. Those respondents who submit proposals agree to do so without legal recourse against SCPPA, its members, and 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. Respondent shall be liable for all its costs and SCPPA shall not be responsible for any respondent's costs incurred to prepare, submit, or negotiate its proposal, a contract or for any other activity related thereto.
- 12. SCPPA may require certain performance assurances from bidders prior to entering into detailed negotiations for a proposed project. Such assurances may include requiring the bidder to post a performance bond.
- 13. Either SCPPA collectively or Member Agencies individually may respond to, or enter into negotiations for a proposal. SCPPA is not responsible or liable for individual Member Agency interactions with the respondent which are not entirely contained within SCPPA's option or election to engage the respondent as defined within the Terms and Conditions herein.