



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

REQUEST FOR PROPOSALS FOR

Pacific Northwest (PNW) Wind Energy Exchange Services

ISSUANCE
DATE:

April 11, 2023

RESPONSE
DEADLINE:

May 5, 2023

I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of its Member Utilities, is hereby soliciting competitive proposals from qualified entities (“Respondents”) for **PNW Wind Energy Exchange 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 **April 28, 2023, at 4:00 PM (PDT)**, 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 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,

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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 pursuant to a Task Order under a Master Agreement between the selected Respondent ("Contractor") and SCPPA. 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 **Energy Exchange Services** to meet the needs of their municipalities as follows:

The Respondents should propose services designed to meet the following objectives beginning in 2024, and possibly as soon as January 1, 2024:

1. **Energy Exchange Services (Energy Delivery Option) – Wind Farm Projects 1 through 4**

- ***SCPPA/Member retains all Environmental Attributes, including RECs, produced by or associated with the Wind Farm Projects.***
- Receive null energy from a wind farm at an agreed Point of Integration (POI). See Table 1 below.
- Schedule energy delivery and issue all applicable E-Tags. Tag submission should adhere to the Energy Imbalance Market timelines.
- Deliver fixed blocks of energy at an agreed SCPPA Point of Delivery (POD) (e.g., Sylmar or NOB) as discussed in section 9 below.
- Reconcile energy to be as concurrent as possible and comply with all applicable regulations and reporting requirements.
- Manage all required transmission rights, integration charges and associated tariffs.
- Provide terms for reducing delivered energy at SCPPA POD for the purpose of having the energy delivered by SCPPA at the POI equal the energy delivered by Contractor at the SCPPA POD.
- RPS Adjustment Recovery Mechanism: If SCPPA/Participant(s) are unable to claim the RPS Adjustment¹ associated with energy generated by the wind farm because the energy was directly delivered from the source (wind farm) into California, the Contractor will compensate SCPPA/Participant(s) for the value of the lost RPS Adjustment.

¹ In accordance with the requirements in section 95111(b)(5) of the California Air Resources Board Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (<https://ww2.arb.ca.gov/mrr-regulation>)

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- RECs Recovery Mechanism: If SCPPA/Participant(s) are unable to claim the RECs associated with energy generated by the wind farm if found ineligible by the CEC, the Contractor will compensate SCPPA/Participant(s) for the value of the lost RECs.
- Comply with the California Air Resources Board GHG emission reporting and cap-and-trade regulations, as applicable.

The resource(s) providing the incremental energy back to SCPPA Participants must be located outside of a California Balancing Authority.

Proposals will be for the projects as outlined in Table 1.

Table 1: Renewable Projects for which Energy Exchange Service is Requested

| Project | 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 (BPA POD) | Assignable and Redirectable PTP Transmission Rights from POI to BPA POD | SCPPA Point of Delivery (if applicable) |
|---------|-----------------------|---------------------------------------|--------------------------------|----------------------------------|----------------------------|---------------------------------|---|---|
| 1 | 99 | 23.92% | 23.68 | 207.44381 | Jones Canyon (BPA) | Northwest Hub | 67MW | NOB; possibly Sylmar during Q3 for Participant 1 only |
| 2 | 262 | 28.17% | 73.81 | 646.5353 | Rock Creek [BPA] | Northwest Hub | 300MW | NOB; possibly Sylmar during Q3 |
| 3 | 50 | 31.60% | 15.80 | 138.408 | Harvalum [BPA] | Northwest Hub | 50MW | NOB; possibly Sylmar during Q3 |
| 4 | 72 | 24.81% | 17.86 | 156.48163 | Boardman [BPA] | Big Eddy | 72MW | NOB; possibly Sylmar during Q3 |

For Energy Exchange Services: The Contractor will deliver incremental² replacement energy equivalent to the amount of wind energy delivered from projects 1 through 4 in Table 1 above, to the SCPPA Point of Delivery (POD) at Sylmar or at the Nevada-Oregon Border (NOB). If the Contractor directly delivers any Project energy from the source (wind farm) to the SCPPA POD, Contractor shall provide a seller warranty³ that the energy is from a specified source (the wind farm).

2. Optional Proposal: Bonneville Power Administration (BPA) Transmission Rights

Respondents may submit a proposal for the following service option in addition to, or in the alternative to, the services described above in Subsection 1 of this Section III. Should the respondent elect to provide these services, the offered price and any terms shall be clearly stated and separated from any other pricing in this RFP.

² In accordance with the requirements in section 3203(b)(2) of the California Energy Commission Regulations Specifying Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard/rps-enforcement-regulations-publicly>.

³ In accordance with section 95111(a)(4) of the California Air Resources Board Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (<https://ww2.arb.ca.gov/mrr-regulation>)

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Respondent may elect to utilize the transmission rights and if so elected, shall agree to the conditions as described in this section.

- a. For Energy Exchange Services: For projects 2, 3, and 4 in Table 1, SCPPA and SCPPA Participant have transmission rights from the POI to the NW Market Hub up to or above the project maximum capacity that could be assigned to the Contractor to conduct the requested transmission services. For project 1, SCPPA has transmission rights guaranteed for only 67 MW of the entire project. *However, the total amount of transmission rights for all four projects is above the maximum capacity of all four wind projects.*
- b. Real Power Loss Return: Contractor shall be responsible for Real Power Losses as specified in the BPA Real Power Loss Return Business Practice for all energy using this transmission from the wind farms or otherwise. The return shall be physical not financial.

Product: Firm Energy; WSPP Schedule C. Contractor shall provide Real Power Losses in MWh to BPA Transmission, on SCPPA Participants' behalf, in accordance with the BPA OATT and Business Practices.

Quantity and Scheduling of Loss Return: As needed to satisfy BPA Network Segment Real Power Loss requirements under the SCPPA Participant's transmission reservation agreements with BPA, as calculated pursuant to Schedule 9 of the BPA Open Access Transmission Tariff ("OATT"). Product may be supplied from any source that complies with the requirements of the BPA OATT.

Delivery Point: BPA Balancing Authority and Control Area; to specific points as directed by BPA Transmission.

Declining Real Power Loss Return: Should the respondent elect to NOT provide these services while opting to use these SCPPA Transmission Rights, the SCPPA/Member will pass through costs of providing such loss return.

SCPPA/Member reserves the right to elect to accept or decline this Optional Real Loss Supply service contingent to the award of the energy exchange/marketing services in this RFP.

3. SCPPA reserves the right to request pricing for different POIs in addition to those in Table 1.
4. For Energy Exchange Services: SCPPA will consider proposals for alternative SCPPA PODs for a fixed number of days (under 10) specified in the response from the Respondents. . (Possible other PODs where SCPPA Members have transmission rights include Mead, California-Oregon Border (COB), Marketplace and other locations.) Any such alternative locations must be specified in the Proposal.
5. Pricing for Energy Exchange Services shall be offered as a cost per megawatt-hour of energy (\$/MWh) delivered at the SCPPA POD, to be paid by SCPPA.

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6. The anticipated average monthly production (based on historical data) at POI for each project in Table 1 is shown in Table 2.

Table 2: Estimated Average Monthly Production in MWh

| Project Estimated Average Monthly Production in MWh | | | | | | | | | | | | | |
|---|-------|-------|-------|--------|--------|--------|--------|--------|-------|-------|-------|-------|---------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
| 1 | 9578 | 14391 | 16223 | 22611 | 21878 | 24799 | 24786 | 19706 | 16453 | 12348 | 12491 | 12176 | 207439 |
| 2 | 27859 | 43636 | 48232 | 67953 | 68954 | 79870 | 80429 | 65043 | 52724 | 38104 | 37738 | 36068 | 646610 |
| 3 | 7656 | 10557 | 11569 | 14056 | 13114 | 15142 | 14204 | 11394 | 10655 | 9332 | 9337 | 9911 | 136925 |
| 4 | 6764 | 10902 | 11868 | 16990 | 17251 | 19703 | 18946 | 15510 | 12307 | 9053 | 8135 | 9055 | 156483 |
| Total | 51858 | 79486 | 87891 | 121610 | 121198 | 139513 | 138365 | 111653 | 92138 | 68837 | 67700 | 67210 | 1147457 |

7. **Energy Exchange Service Options:** For Energy Exchange Service, provide pricing, at minimum, for each of the following delivery scenarios. The respondents are not limited to the listed options and may submit additional proposals for each Project.

For Project 1, the deliveries have been separated by project participant. Respondent must provide prices for ALL participants' shares (1, 2, and 3):

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| Project | Participant | Option # | Delivery | Days/Hours | MW | Period |
|----------|------------------------------|----------|----------------------|----------------------------------|----|---------------|
| | All (1, 2, and 3) | 1 | flat, 7x24 | | 24 | 12 months |
| 1 | 1 | 1 | flat, 7x24 | | 24 | March-October |
| | | 2 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 20 | 12 months |
| | | 3 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 29 | March-Oct |
| | | 4 | Off-Peak 7x8 | 7 days, 8 hours | 50 | 12 months |
| | | 5 | Off-Peak 7x8 | 7 days, 8 hours | 74 | March-Oct |
| | 2 | 1 | flat, 7x24 | | 3 | Mar - Oct |
| | | 2 | flat, 7x24 | | 4 | Mar - Oct |
| | | 3 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 3 | 12 months |
| | | 4 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 4 | Mar - Oct |
| | | 5 | Off-Peak 7x8 | 7 days, 8 hours | 7 | 12 months |
| | | 6 | Off-Peak 7x8 | 7 days, 8 hours | 8 | 12 months |
| | | 7 | Off-Peak 7x8 | 7 days, 8 hours | 10 | Mar - Oct |
| | 3 | 1 | Flat, 7x24 | | 7 | March-October |
| | | 2 | Flat, 7x24 | | 11 | June-October |
| | | 3 | Off-Peak 7x8 | 7 days, 8 hours | 14 | 12 months |

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| Project | Option # | Delivery | Days/Hours | MW | Period |
|---------|----------|----------------------|--|-----|---------------|
| 2 | 1 | flat, 7x24 | 7 days, 24 hours | 74 | 12 months |
| | 2 | flat, 7x24 | | 110 | March-October |
| | 3 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 86 | 12 months |
| | 4 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 128 | March-Oct |
| | 5 | Off-Peak 7x8 | 7 days, 8 hours | 221 | 12 months |
| | 6 | Off-Peak 7x8 | 7 days, 8 hours | 330 | March-Oct |
| | 7 | Off-Peak 7x8 | 7 days, 8 hours | 225 | Nov-Feb |
| | | On-Peak 7x16 | 7 days, 16 hours | 225 | Jul-Oct |
| | 8 | Off-Peak 7x8 | 7 days, 8 hours | 225 | Nov-Feb |
| | | Off-Peak Standard | 6 days (Mon-Sat), 8 hours 1 day (Sun & NERC Holidays), 24 hours | 450 | Jul-Sept |
| | 9 | Off-Peak 7x8 | 7 days, 8 hours | 225 | Nov-Feb |
| | | Off-Peak Standard | 6 days (Mon-Sat), 8 hours 1 day (Sun & NERC Holidays), 24 hours | 275 | Jun-Oct |

| Project | Option # | Delivery | Days/Hours | MW | Period |
|---------|----------|----------------------|----------------------------------|----|---------------|
| 3 | 1 | flat, 7x24 | 7 days, 24 hours | 16 | 12 months |
| | 2 | flat, 7x24 | | 23 | March-October |
| | 3 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 18 | 12 months |
| | 4 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 27 | March-Oct |
| | 5 | Off-Peak 7x8 | 7 days, 8 hours | 47 | 12 months |
| | 6 | Off-Peak 7x8 | 7 days, 8 hours | 71 | March-Oct |

| Project | Option # | Delivery | Days/Hours | MW | Period |
|---------|----------|----------------------|----------------------------------|----|---------------|
| 4 | 1 | flat, 7x24 | 7 days, 24 hours | 18 | 12 months |
| | 2 | flat, 7x24 | | 27 | March-October |
| | 3 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 21 | 12 months |
| | 4 | 6x24 (No Sundays) | 6 days, 24 hours (no Sundays) | 31 | March-Oct |
| | 5 | Off-Peak 7x8 | 7 days, 8 hours | 53 | 12 months |
| | 6 | Off-Peak 7x8 | 7 days, 8 hours | 80 | March-Oct |

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8. **Scheduling, Projects 1 through 4:** When providing pricing, please specify and provide pricing for Uncommitted BPA Scheduling, 30/15 BPA Scheduling, and 30/60 BPA Scheduling.
9. Assumptions:
- SCPPA will provide day-ahead and hour-ahead estimates of the expected Project energy, according to the WECC protocol, including access to the hourly facility wind forecaster/scheduler.
 - **BPA Forecasting** should be used to provide estimates of the expected Project energy.
 - Delivery shall take place under WSPP Schedule C, Firm subject to Liquidated Damages, delivered in fixed blocks (shapes to be negotiated).
 - “On-Peak” shall be defined as HE07 through HE22 PPT (16 hrs/day) Monday through Saturday, excluding all day Sundays and NERC Holidays.
 - “Off-Peak” shall be defined as HE01 through HE06 and HE23 through HE24 (8 hrs/day) Monday through Saturday, including all day Sundays and NERC Holidays.
 - **All Environmental Attributes associated with the Projects shall be retained by SCPPA.**
 - All current and future ancillary market commodities including but not limited to Resource Adequacy-type products shall be retained by SCPPA.
 - Contractor shall work with SCPPA to assure compliance with existing and potential future changes to applicable regulatory 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 Open Access Transmission Tariff and the PTP-20 rate schedule (or successor).
 - Table 1 and Table 2 show the estimated average monthly production of the wind farm based on historical actual data. These numbers are estimates, and the actual production of the wind farm may be different. For Energy Exchange services, a True Up period at the end of the year will reconcile all of the actual energy, annually.
 - Term: One to three years, with five 1-year term automatic renewal for Wind Farm Projects 1, 2, and 3. The agreement shall include a termination provision for SCPPA/Participant.

IV. TIMELINE / SCHEDULE*

| SCPPA RFP FOR PNW Wind Energy Exchange Services SELECTION PROCESS | |
|---|----------------|
| SCHEDULE OF REQUIREMENTS | TARGET DATE(S) |
| Issue RFP | April 11, 2023 |
| Clarification Questions Due | April 14, 2023 |
| Responses to Clarification Questions Due | April 28, 2023 |

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| | |
|---|--------------------------|
| Responses Due | May 5, 2023 |
| Review of Responses | May 8-May 26, 2023 |
| Interviews (If Necessary) | The week of May 29, 2023 |
| Preliminary Selection of Respondent(s) | June 3, 2023 |
| Negotiation of Contract(s) | September 1, 2023 |
| Notice of Intent to Award (following contract negotiation, but prior to Board approval) | September 15, 2023 |

*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
- 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).

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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 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 personnel 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 personnel as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental personnel 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.

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- 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. 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, programs, or services which Respondent has provided that would demonstrate Respondent's capabilities to provide the services specified in this RFP.
- D. Describe relevant program development and implementation experience, approach, and provide a list of references for similar projects completed. (Minimum of X references for services performed during the last X years).

7. CONFLICTS OF INTEREST AND COLLUSION

- A. Respondent must address in its response 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 employees or Members with gifts or promises of remuneration, no matter how small.
- C. Respondent must not collude, directly or indirectly, among other respondents in regard to the amount, terms, or conditions of its proposals. Respondent must not share its proposal with any other entity other than SCPPA until SCPPA notifies all respondents that negotiations with the successful respondent are complete via SCPPA's Notice of Intent to Award.

8. EXCEPTIONS TO SCPPA AGREEMENT:

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

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copy has been attached hereto for reference as "Attachment A". Respondent is to 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.

VI. 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 **4:00PM (PDT) – April 14, 2023**. All questions should be submitted electronically via email to projects@scppa.org referencing **PNW Wind Energy Exchange Services** in the subject line. During the evaluation period, and until award of contract, all communications with SCPPA or its Members other than in the manner specified in this solicitation are prohibited. Answers to questions that SCPPA, at its sole determination and discretion, deems to be substantive or that would place the inquisitor at a distinct and unfair advantage to other potential Respondents will be posted on SCPPA's website alongside the solicitation at <http://scppa.org/page/RFPs-ResourceProjectResource> as soon as a practicable after the date received, but no later than **April 28, 2023**. 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 received by projects@scppa.org by no later than **4:00PM (PDT) – May 5, 2023**.

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
PNW Wind Energy Exchange Services RFP
Attention: Nicole Solano
1160 Nicole Court
Glendora, California 91740

During the RFP process, no contact may be made with the SCPPA Board of Directors, SCPPA committees or working group representatives, or SCPPA Members concerning this RFP. Failure to abide by this requirement may result in disqualification of a proposal.

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.

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VII. 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.
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.

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9. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, its Members, their directors, officers, employees and agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason.
10. SCPPA shall not be liable to any Respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP.
11. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
12. SCPPA may require certain performance assurances from Respondents prior to entering into negotiations for work that may result from this RFP. Such assurances may potentially include a requirement that Respondents provide some form of performance security.
13. Prior to contract award, the successful Respondent shall, upon request, supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.
14. SCPPA is not responsible or liable for individual Members interactions with the Respondent which are not entirely conducted through SCPPA or at SCPPA's option or election to engage the Respondent as defined within the RFP.
15. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
16. Information in this RFP is accurate to the best of SCPPA's and its Members' knowledge but is not guaranteed to be correct. Respondents are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with SCPPA.
17. SCPPA reserves the right to reject any Proposal for any reason without cause. SCPPA reserves the right to enter into relationships with more than one Respondent, can choose not to proceed with any Respondent with respect to one or more categories of services, and can choose to suspend this RFP or to issue a new RFP that would supersede and replace this RFP.

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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.

VIII. 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. 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.

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6. 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.

7. SCPPA-FURNISHED PROPERTY:

SCPPA or a Member's utility drawings, specifications, and other media and information furnished for the Respondent's use shall not be furnished to others without written authorization from SCPPA or the applicable Member(s).

8. 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.

IX EVALUATION CRITERIA

Respondent's proposal 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 in the RFP.
2. The RFP response will first be assessed as to whether it is complete and meets the minimum qualification requirements on a pass or fail basis.
3. The RFP responses will then be evaluated on the basis of the pre-defined criteria including the following:
 - a. Competitive Price
 - b. Service Offering
 - c. Completeness

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- d. References
 - e. Experience
4. Depending on whether the SCPPA Board of Directors' ("Board") or Executive Director's approval is required under the 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.