



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

## REQUEST FOR PROPOSALS FOR

### Q1/Q2 2024 Renewable Energy Resources and Energy Storage Solutions

ISSUANCE  
DATE:

February 1, 2024

RESPONSE  
DEADLINE:

June 27, 2024

## I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of its Member utilities, is soliciting competitive proposals from qualified respondents (Respondents) for renewable energy projects or products consistent with the California Renewable Energy Resources Program (Public Resources Code sec. 25740 *et seq.*) and the California Renewables Portfolio Standard Program (Public Utilities Code sec. 399.11 *et seq.*), including amendments enacted by passage of SB 100 (De Leon 2018). SCPPA is targeting proposals for renewable resources with commercial operation or delivery starting in 2024 and beyond towards the pathway to 100% fossil-fuel free electricity by 2045 or earlier. RFP responses may propose (i) project ownership by SCPPA, (ii) a power purchase agreement with an ownership option or (iii) a power purchase agreement without an ownership option.

Effective February 1, 2024, this Request for Proposals (RFP) replaces all previous RFPs for renewable energy projects posted by SCPPA. This RFP will be considered a “**Rolling RFP**” in which Proposals may be submitted any time during the RFP Period. Responses to this RFP can be received and reviewed at any time before the proposal deadline and are due on or before June 27, 2024, as described further in Sections IV and VII.

An energy storage component may be included with a proposed renewable energy project as set forth below in Section V. Stand-alone energy storage projects are requested to be proposed under SCPPA’s separate Standalone Energy Storage RFP (located here: <http://scppa.org/page/RFPs-ResourceProject>).

## II. BACKGROUND

SCPPA is joint powers authority and a public entity created by agreement of its Member Agencies pursuant to the California Joint Exercise of Powers Act (found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California.) and through the SCPPA Joint Powers Agreement for the purpose of planning, financing, developing, acquiring, constructing, operating, and maintaining projects

for the generation or transmission of electric energy and associated products and services. SCPPA is a “cafeteria style” joint powers authority where Member Agencies can select the projects that they are interested in pursuing at any time during the open period of the RFP. SCPPA can procure resources on behalf of one or more of its Member Agencies.

SCPPA’s Member Agencies are eleven cities and one irrigation district that provide retail electric service to customers within their respective jurisdictional boundaries. The Member Agencies are the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, and Vernon, and the Imperial Irrigation District. Anaheim, Azusa, Banning, Cerritos, Colton, Pasadena, Riverside, and Vernon are in the California Independent System Operator’s (CAISO) Balancing Authority Area (BAA). The Los Angeles Department of Water and Power (LADWP or Los Angeles), Burbank, and Glendale are in the LADWP Balancing Authority. The Imperial Irrigation District operates its own BAA.

SCPPA is governed by a Board of Directors, which consists of a representative from each of its Member Agencies. The management of SCPPA is under the direction of an Executive Director who is appointed by the Board. Member Agencies’ electric utilities are governed by their respective city councils or other locally elected governing bodies.

Many Member Agencies established voluntary renewable targets before SBX1 2 (Simitian 2011) went into effect, including the percentage of renewable energy they wish to obtain within their portfolio. However, with the enactment of California Senate Bill (SB)100, retail sellers and local publicly owned electric utilities must procure a minimum quantity of electricity products from eligible renewable energy resources so that the total kWhs of those products sold to their retail end-use customers achieve 44% of retail sales by December 31, 2024, 52% by December 31, 2027, and 60% by December 31, 2030. SB1020 requires that eligible renewable energy resources and zero-carbon resources supply 90 percent of all retail sales of electricity to California end-use customers by December 31, 2035, 95 percent of all retail sales of electricity to California end-use customers by December 31, 2040, 100 percent of all retail sales of electricity to California end-use customers by December 31, 2045.

SCPPA has an active working group focused on renewable energy development. This group, with representation from all twelve of the Member Agencies, meets once a month and has reviewed over thirteen hundred individual proposals since 2007. As a result, over 4500 MWs of capacity from various types of energy resources are now being or will be delivered through SCPPA resources in support of its Member Agencies’ renewable objectives.

### **III. AREAS OF INTEREST**

SCPPA seeks proposals for renewable resources with commercial operation or delivery starting in 2024 and beyond towards the pathway to 100% fossil-fuel free electricity by 2045 or earlier. RFP responses may propose (i) project ownership by SCPPA, (ii) a power purchase agreement with an ownership option or (iii) a power purchase agreement without an ownership option.

SCPPA Member Agencies seek tangible and timely opportunities to add renewable technologies to their generation portfolios and thus will not entertain experimental or speculative proposals.

## 1. Ownership Participation

SCPPA is well positioned and experienced in facilitating joint ownership structures for renewable power or other projects for the benefit of its Member Agencies. SCPPA can acquire an ownership interest in a project and sell 100% of the output to interested Member Agencies at SCPPA's cost. SCPPA also enters into power purchase agreements (PPAs), either with or without an option to purchase the project during the term of the agreement. There is a strong preference by most of the Member Agencies for an option to purchase a project during the term of a power purchase agreement. Whether the project is structured as a PPA (with or without an ownership option) or an outright ownership, SCPPA and its Member Agencies request the structure to consider and to include opportunities for all parties to benefit and take advantage of recent federal legislation, the Inflation Reduction Act of 2022.

## 2. RPS and EPS Compliance

SCPPA continues to seek cost effective resources to support its Member Agencies' Renewable Portfolio Standard (RPS) objectives for 2024 and beyond. This semi-annual RFP seeks to find the best combination of projects or products to deliver energy from facilities that will be RPS compliant (pursuant to Public Utilities Code Sections 399.16 (b)(1), (b)(2) and (b)(3), i.e., energy and associated RECs in Portfolio Content Category 1, 2 and 3, and compliant with the emissions performance standard (EPS) regulations adopted by the California Energy Commission (20 Cal. Code of Regulations section 2900 et seq.) upon COD and throughout the term of the agreement.

## 3. Project Requirements

Project requirements include the following. Please refer to Section V of this RFP and the Term Sheet attached as Exhibits for additional information and requirements:

- RPS and EPS Compliance: SCPPA requires that during the term of any power purchase agreement, the Seller shall assume the risk of maintaining and bringing the facility or project into compliance should there be a change in law that renders the facility noncompliant with either RPS or EPS, as described in the Term Sheet attached as Appendix A.
- SCPPA's Step in Right: Respondent will be responsible for site control. SCPPA must be allowed to assume or cure any default by Respondent in the site control documents.
- Environmental Liabilities: Respondent will be responsible for environmental liability, hazardous materials, and removal.
- Environmental Attributes: SCPPA shall receive all environmental attributes associated with the generation facility and its output, including but not limited to renewable energy credits and air emissions credits or offsets (i.e., greenhouse gas credits, at the location of source and for the gross output of the plant or otherwise credited).

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- Permitting: Respondent will be responsible for obtaining all construction, operational, and environmental permits and licenses, and construction financing for the project and facility.

SCPPA will also consider Portfolio Content Category 2 and 3 Renewable Energy Credit (REC) only proposals for any term.

## IV. RFP TIMELINE / SCHEDULE\*

SCPPA RFP FOR Renewable Resource and Energy Storage SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	February 1, 2024
RFP Open Period	February 1, 2024-June 27, 2024
Clarification Questions Due	June 20, 2024
Responses to Clarification Questions Due	5 Business Days After Submitted
Proposals Due	On or Before 12:00 PM PPT on June 27, 2024
Review of Proposals	5 Business Days After Submittal During RFP Open Period
Interviews (If Necessary)	TBD
Selection of Respondent(s)	From Submittal Date to no later than June 30, 2024

\*Timeline/Schedule is subject to change.

## V. PROPOSAL SUBMISSION REQUIRED ELEMENTS

### 1. TRANSMITTAL LETTER CONTENT:

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

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

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

**2. RESPONDENT INFORMATION:**

Provide legal name of the Respondent 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. RENEWABLE CATEGORY:**

Clearly identify the proposal as one or more of a combination of the following eligible renewable energy resource electricity products complying with the current edition of the California Energy Commission Renewable Portfolio Standard Eligibility Guidebook (CEC Guidebook):

- a. Wind, including all air-flow technologies involving a turbine of any type.
- b. Geothermal, including all temperature gradient technologies.
- c. Biomass, including dedicated waste feedstock or energy crops.
- d. Biomethane, including landfill, digester gases and gas conversion or gasification technologies where the conversion to electricity occurs on the same premises as the source of fuel.
- e. Biomethane of pipeline quality to be delivered and consumed at SCPPA's conventional thermal facilities on the Southern California Gas Company system and/or renewed Intermountain Power Plant on infrastructure to be connected to the Kern River Gas Transmission Company System. The Respondent should include in its proposal a NAESB base contract and a transaction confirmation proposing term, quantities, point(s) of delivery, price, and other relevant terms. Biomethane resources from California are highly recommended. A brief statement describing the Respondent's experience in conducting natural gas and biomethane transactions is encouraged (SCPPA may issue a separate RFP for biomethane of pipeline quality projects).
- f. Hydro, including all mass-in-motion technologies involving fluids and hydro efficiency improvements.
- g. Solar, including all photo-voltaic and photo-optic technologies where light is directly converted to electricity. Any solar overbuild beyond 1.2 DC/AC ratio should be noted.
- h. Solar Thermal, including all concentration technologies where a heat transfer medium is used to generate electricity.
- i. Municipal Solid Waste (MSW) or Waste to Energy technologies that can demonstrate the absence of incineration and are able to obtain certification as a Renewable Resource by the California Energy Commission
- j. Fuel cell utilizing a renewable fuel such as hydrogen that uses green hydrogen technologies.
- k. Permanent Load Shifting (PLS), including energy storage and permanent load-shifting technologies with a total round-trip efficiency greater than eighty percent (80%).
- l. Environmental attributes not bundled with energy (Renewable Energy Credits).

- m. Flexible resources, such as wind, solar, and/or geothermal with the ability to ramp up/down to provide reserve margins and other grid benefits.
- n. Hydrogen, the production and utilization of green hydrogen technologies.
- o. Hybrid projects: resources may be bundled together but pricing options for individual technologies should be itemized. Include hourly seasonal guarantee capacity factors.
- p. Energy Storage combined with renewable energy projects; energy storage with a capacity of at least one half the total interconnection capacity offered by the renewable resource with at least a duration of 4 hours is required. In addition, alternative energy storage capacity and duration options can be offered. Options for capacity (MW) or duration (MWh) increases should be itemized separately.
- q. Bundled PCC1 product within CAISO BA, not limited to any specific technology.

#### 4. **CO-LOCATED ENERGY STORAGE SOLUTIONS (ESS):**

SCPPA Member Agencies have a strong interest in the rapidly developing energy storage market. All types of energy storage technologies are open for consideration when combined with a qualified renewable energy resource to be added into SCPPA Member Agencies' resource portfolios if they are determined to be cost effective. Member Agencies have energy storage targets beyond the targets specified in AB2514. Separate stand-alone ESS are not a part of this RFP. Standalone ESS proposals may be submitted in response to SCPPA's Standalone Storage RFP.

#### 5. **INFLATION REDUCTION ACT OF 2022 (IRA) CONSIDERATIONS:**

Clearly identify the benefits of the new IRA legislation for any proposed project structures and the IRA opportunities available for the project with any specific pricing and necessary obligations to achieve such benefits and /or bonuses. IRA opportunities to be considered, but not limited to, are as follows:

- a. Direct Pay Credits/Benefits for SCPPA Ownership
- b. Investment Tax Credits for PPAs
- c. Production Tax Credits for PPAs
- d. Domestic Content Bonus Credit
- e. Wage and Apprenticeship Credit
- f. Energy Community Bonus Credit
- g. Environmental Justice Bonus Credit
- h. Other Credits and/or Bonuses under the Current IRA or Subsequent Revisions

#### 6. **PROJECT DETAILS:**

Clearly identify the proposed project, including the information listed below.

- a. **Project Description:** Project name and location, and phases of development if applicable.

- b. **Contract Quantity:** In MW and GWh/year, and by project phase if applicable, including nameplate rating and proposed amount of energy to be delivered. Specify the guaranteed capacity for each contract year. Please provide all MW increment options available for the project.
- c. **Pricing:** Please provide all pricing structure options available. Prepayment options may be considered. Any price escalation subsequent to proposal submittal could result in the termination of negotiations and prompt a reevaluation of the proposal.
- i) **Variable Index Energy Price Plus Fixed Capacity/REC Price:** Expressed in nominal dollar value (as of the year of COD) in \$/MWh with no escalation thereafter for the value of the capacity and RECs plus a price based on a published market index for the value of the energy. This pricing structure is preferred by some of the member utilities. Other energy pricing indexes will be considered if the index minimizes pricing risks for the parties.
  - ii) **Energy Price (fixed):** Expressed in nominal dollar value (as of the year of COD) in \$/MWh, with no escalation, covering energy, capacity right, RECs, and all other products. This option is preferred.
  - iii) **Energy Storage Price:** In addition to the energy price, a price for energy storage(if proposed) expressed in nominal dollar value (as of the year of COD) in \$/MWh, with no escalation as a component of a renewable project in an overall PPA and in \$/kW-month for 4-hour systems. If proposals includes both Solar and BESS, please include a Solar-Only price.
  - iv) **Other Price Structures:** if the proposal is for an agreement other than a power purchase agreement, please provide information on pricing with an explanation for such costs.
- d. **Delivery Term:** Minimum term is 1 month with no maximum as the various Member Agencies are seeking both short-term and long-term (greater than 10 years) delivery of energy. Long-term delivery is defined in the CEC Guidebook. Please provide all delivery term options available, including seasonal and/or intra-day delivery profile options. If the proposal is for an agreement other than a power purchase agreement, please provide information on when the project would be available to deliver energy.
- e. **Energy Availability:** Maximum and minimum monthly capacity factors, seasonal shapes, resource availability profile (i.e., 8760 resource profile of availability), reliability indices (reliability of the distribution system distribution indices to potentially forced outage ratios or planned outage ratios of generators), dispatchability (by unit or phase if applicable) and scheduling requirements/limitations, if any; any rights for SCPPA to perform full or partial dispatch and economic curtailment.
- f. **Point of Delivery (POD):** The following locations are delivery points where one or more of the SCPPA Member Agencies can receive energy:

## SCPPA Renewable Energy Resources and Energy Storage Solutions RFP: 02/1/24 – 6/27/2024

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- i) Adelanto Switching Station\*
- ii) Barren Ridge/Beacon 230 kV\*
- iii) Big Eddy no earlier than 2024
- iv) CAISO Grid (with preference of SP15)
- v) Crystal 500 kV
- vi) Eldorado 500 kV
- vii) Imperial Valley 230 kV
- viii) Intermountain Power Project (IPP) Station Switchyard\*
- ix) Lugo 500 kV
- x) Marketplace 500 kV\*
- xi) McCullough 230 kV
- xii) McCullough 500 kV\*
- xiii) Mead 230 kV\*,
- xiv) Mead 500 kV
- xv) Mid-C no earlier than 2024
- xvi) Mirage 230 kV
- xvii) Mohave 500kV\*
- xviii) Mona Substation\*
- xix) Navajo 500 kV\*
- xx) NOB\*
- xxi) North Gila 68 kV (ISO 69 kV tie with APS BAA)
- xxii) Palo Verde 500 kV switchyard & ISO's Palo Verde/Hassayampa 500 kV tie with SRP BAA
- xxiii) Sylmar 230 kV\*
- xxiv) Rosamond Substation\*, no earlier than 2026
- xxv) Victorville 500 kV\*
- xxvi) Westwing 500kV

**Notes:** PODs with asterisk are preferred by LADWP. SCPPA CAISO Members prefer PODS to an SP15 pNode. These are preferences, not requirements.

Cost of transmission to the delivery point shall be included in the price of energy. The above listing represents locations where Member Agencies may have existing capacity rights. Other delivery points may be identified by Respondents on the condition that all associated costs of transmission ancillary services and scheduling are included up to the point of delivery.

Project point of delivery through CAISO must include a \$/MWh price adder for delivery through CAISO that is fixed for the duration of the contract term if energy is exported. The proposed \$/MWh



price adder should be viewed as an export through CAISO if not a pseudo-tie and include all transmission and generation related fees imposed by CAISO.

**Note:** Project evaluations will include the full cost of delivery to the customers of SCPPA Member Agencies within Southern California. The point of delivery to the CAISO must indicate whether the project qualifies for Resource Adequacy and/or Local Capacity Requirement capacity benefits.

- g. Grid Charging:** If energy storage is included, specify SCPPA's ability to charge the energy storage system with grid energy. Indicate price impacts for varying levels of grid charging % defined as allowed volume of grid charging energy divided by total charging energy by energy storage system per year.
- h. Combustion or Other Technologies that have Emissions:** For any proposals that involve combustion technologies, provide details on the forecasted emissions, emissions controls, and compliance with applicable emissions regulations.
- i. Category of Environmental Attributes:** Specify whether the project qualifies for Portfolio Content Categories 1, 2 or 3 ("bucket 1, 2 or 3"); and "short-term" or "long-term" under the California Public Resources Code (CPRC) and how the project would comply with the CPRC and any future interpretations of relevant statutes by the California Energy Commission.
- j. Capacity Rights/Shared Facilities:** Ensure that SCPPA shall receive all capacity rights associated with the project and/or its produced energy.
  - i)** Identify any energy and/or associated project capacity to be provided/committed to parties other than SCPPA.
  - ii)** Identify any project supporting/associated facilities that require shared use or third-party access rights, such as intermediate distribution infrastructure, control rooms, or other intermingled facilities. Describe any controls or provisions to assure the continuation of the described project capacity, e.g., for wind proposals any adjacent or future proposals encroaching on turbine spacing or airflow; for hydro proposals, any limitations, or regulations on water flow, diversion, or water reservoir level maintenance requirements; and other potential impacts on the proposed project.
- k. Ownership Options:** If the proposal includes an offer of ownership to SCPPA, describe the proposed ownership, terms and conditions, floors and ceilings for purchase prices at different option dates, beginning after Federal Investment Tax Credit (ITC) and/or Federal Production Tax Credit (PTC) recapture and up to the end of the term, and ownership structures (e.g., 100% SCPPA-owned turn-key, corporation, general partnership, limited partnership).
  - i)** In the case of an offer of initial ownership to SCPPA, a purchase price at COD shall be specified (and expressed as \$/kW) along with an estimate of all recurring owner costs, including but not limited to operation and maintenance costs, taxes, lease payments, royalties, and insurance.

- ii) In case of an offer of a Power Purchase Agreement (PPA) with a purchase option, the proposal shall include (a) a buyout price or detailed formula to calculate such a buyout price for each future date on which a buyout would be offered;(b) conditions for buyout, such as expiration of ITC or PTC recapture period or other project events; (c) an energy price in \$/MWh without the buyout option, and (d) any adjustments to the energy price in \$/MWh to allow for a \$1 facility buyout option at the end of the project term.
- iii) For PPAs, terms up to the life of the facility will be considered.
- iv) No changes to a PPA will be expected during project financing or a change in control event.

**I. Project Plan to COD:** Identify the proposed COD and provide a satisfactory major milestone schedule that includes at least the following:

- i) Proposed schedule for obtaining and developing site access and control through executed leases, fee purchases, approvals, or other means.
- ii) Details of any prior or existing settlements made for environmental mitigation and clearly identified post-construction or pass-forward mitigation obligations that would be forwarded to SCPPA in the event a contract is executed (e.g., reserve or offset land for environmental habitat or reconstruction).
- iii) Proposed schedule for obtaining construction, operational, and environmental permits and licenses, and construction financing.
- iv) Proposed construction schedule, including major equipment purchasing, anticipated Factory Acceptance Testing of major components, Site Tests, commencement of test-energy and COD.
- v) For projects or operations requiring water or make-up water, description of the water supply requirements and provisions for supply.
- vi) Proposed schedule or application status to acquire necessary transmission and interconnection service.
- vii) Description of whether and to what extent any environmental studies have been carried out with respect to the proposed project and how compliance with the California Environmental Quality Act (CEQA), which is a requirement before an agreement can be executed by SCPPA, might be effectuated, including, if the Project is located outside California, how Title 14 Section 15277 of the California Administrative Code is or will be addressed by the project.
- viii) Commentary to what extent a Project Labor Agreement could be established.
- ix) Note that any Test Energy delivered before the COD shall be curtailable at any time by SCPPA without compensation.
  - x) Note that the project shall be certified as RPS-eligible by the California Energy Commission no later than 6 months after COD.
  - xi) Note that the project shall be registered in WREGIS no later than 3 months before COD.

- m. Power Purchase Agreement Term Sheet:** Please provide as much information as possible in the Q1/Q22024 Term Sheet in Appendix A (posted as a separate document).
- n. Applicable to Proposals including Energy Storage Solutions (ESS) in LADWP's Balancing Authority only:** Provide as much information as possible in the ESS Specifications for Projects Within LADWP's Balancing Authority in Appendix B (posted as a separate document link available at <http://scppa.org/page/RFPs-ResourceProject> ).
- o. Financing and Tax Equity Investor:** Describe how the project will be financed such as by parent company, backflip leverage, or other specified financing Structure.
- p. Credit Support and Security:** Express in nominal dollars the amount of Performance Assurance provided from execution of the Power Purchase Agreement through COD and the amount of Performance Assurance provided after COD as a Letter of Credit or cash.
- q. Buyer Economic and Operational Curtailment:** Express in MWh per year or hours per year the amount Buyer can curtail for economic reasons without compensation.
- r. Interconnection Agreement:** Provide the status of the project's interconnection agreement and expected timeline for completion.
- s. Site Control:** Provide the status of the project's site control and expected timeline for completion. Express whether site control is through a lease or if it will be purchased.
- t. Delivery Commencement:** State anticipated COD and desired timing for commencement of deliveries of energy. Note whether a delayed delivery commencement date is preferred.
- u. Project Risks:** Identify any potential risks or issues, including but not limited to supply chain issues, regulatory issues, FCDS and/or TPD status, that may affect the success of the project. Specify how such risks will be mitigated and addressed.
- v. Communications Protocols:** Identify any communication protocols and specifications required or proposed in connection with the dispatch or use of the proposed technology and project.
- w. Operations and Maintenance; Ownership:** If the resource will require augmentation during the term of the proposed contract, specify the proposed augmentation schedule. If a Long-Term Services Agreement is proposed, identify the scope of services, guarantees, pricing, and terms associated with the LTSA.

**7. EXPERIENCE:**

Respondent shall clearly identify project participants, management team, and any other key personnel responsible for design, construction, permitting, operations, maintenance, and any other critical project development areas. Include the following:

- 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 individuals and describe their qualifications, experience and duties related to this RFP, including the office location(s) where work will be performed, in addition to the physical street address referenced above. Specify and describe their experience with the development, construction, finance closing, commercial operation, and maintenance of similar projects as proposed by Respondent in response to this RFP.
- C.** Provide current financial statements of all entities involved in the project or as part of the management team. This shall include items such as audited financial statements (not more than twelve months old) annual reports, FERC Form 1, and any other applicable financial information. If none of the above is available, Respondent shall provide verifiable financial statements for the past three (3) years if available, and Respondent's Dunn & Bradstreet identification number, where available.
- D.** Provide a commitment statement for the retention and use of key individuals as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental individuals if key personnel are not available to assure project delivery.
- E.** 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 subcontractors, plus the demonstrated ability to manage and supervise the subcontracted work. Unless approved by SCPPA, 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.
- F.** Respondent shall indicate all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation, or financial stability.
- G.** Identify existing projects in commercial operation that Respondent has developed and/or operates. Provide a list of references for similar projects completed, including a contact person, phone number and address.
- H.** Describe the project/generation technology and technical resource data, including any studies or reports regarding the resource.

**8. 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.

**9. 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, the existence of lawsuits between Respondent and SCPPA or SCPPA Members. Although the Respondent will not be automatically disqualified by every circumstance that may raise a conflict of interest, SCPPA reserves the right to consider the nature and extent of such work in evaluating the proposal.
- B. Respondent must not offer nor provide SCPPA's or its Member Agencies; respective elected or appointed officials, officers, employees, or representatives with gifts or promises of remuneration, no matter how small, while Respondent's proposal is under consideration.
- C. Respondent must not collude, directly or indirectly, with or among other respondents regarding 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.

**VI. CLARIFICATION QUESTIONS AND COMMUNICATIONS**

The deadline to submit clarification questions on this RFP is specified in Section IV of this RFP. Clarification questions regarding this RFP must be in writing via email addressed to: [renewablesrfp@scppa.org](mailto:renewablesrfp@scppa.org). Answers to questions that SCPPA, in its sole determination and discretion, deem 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 along with the solicitation at <http://scppa.org/page/RFPs-ResourceProject> as soon as practicable after the date

received but no later than the RFP closing date. It is the responsibility of potential Respondents to review this website for any and all postings.

During the RFP period, communications with SCPPA or its Members, other than in the manner specified in the solicitation, are prohibited. No contact should be made with the Board of Directors, SCPPA staff, committees, or working group representatives, or SCPPA Members concerning this RFP. Failure to abide by this requirement may result in disqualification of the Proposal.

### **VII. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS**

One (1) electronic copy of your proposal and any supporting documentation must be delivered to [renewablesrfp@scppa.org](mailto:renewablesrfp@scppa.org) by no later than **12:00PM (PPT) – June 27, 2024**.

Additionally, one (1) hard copy of your proposal, including a transmittal letter of authentic offer, and any supporting documentation may be, but is not required to be, submitted with the electronic copy of your submittal, by no later than the time and date referenced above, to:

Southern California Public Power Authority  
**2024 Renewable Energy Resources and Energy Storage  
Solutions RFP**  
**Attention: Renewables RFP Evaluation Team**  
1160 Nicole Court  
Glendora, California 91740

Proposals may be submitted at any time after the Issuance Date and before the Proposal Deadline. SCPPA reserves the right to review all proposals throughout the process of this RFP, to contact proposers at any time to start negotiations, and to execute one or more agreements before the deadline for delivery of proposals.

#### Updates to Previously-Submitted Proposals

Respondents who have previously submitted proposals to SCPPA for consideration may submit updates or revisions to the previous submittals with clearly noted reference to the prior submittal(s) and identification of proposed changes, all under a new Transmittal Letter and a new 2024 Term Sheet (Appendix A) and if applicable, a new Energy Storage System Paired with Renewable Energy Resources Specifications Sheet (Appendix B) if the Energy Storage is interconnected or located within LADWP's Balancing Authority. Details on Appendices A and B are located in **Section V**. Proposal Submission Required Elements.

Newly submitted proposals by a prior Respondent may reference required elements from prior proposals that have not changed (such as experience) rather than resubmitting boilerplate information.

**VIII. CONFIDENTIALITY; CALIFORNIA PUBLIC RECORDS ACT**

All information received by SCPPA in response to this RFP is subject to the California Public Records Act and may be subject to the California Brown Act and all submissions may be subject to review in the event of an audit. Generally, Respondent's Proposal may become subject to public disclosure upon completion of evaluation of such Proposal and SCPPA's posting of a Board Package recommending award of contract to such Proposer.

Respondent must identify all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that Respondent included in its Proposal which Respondent believes should be exempt from disclosure under the California Public Records Act. By listing the documents, Proposer agrees to indemnify, defend, and hold harmless SCPPA, its Members, and their respective officers, agents, and employees from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of, or connected with SCPPA's refusal to disclose the protectable documents to any party making a request for those items.

SCPPA will treat any Respondent who fails to identify documents that the Respondent believes should be exempt from disclosure as having waived its right to an exemption from disclosure as the Public Records Act provides.

**IX. TERMS AND CONDITIONS**

1. SCPPA reserves the right to cancel this RFP at any time, reject all proposals and to waive irregularities.
2. SCPPA reserves the right, in its sole discretion, to disqualify and disregard any proposal that does not contain all the Proposal Submission Required Elements contained in Section V of this RFP.
3. SCPPA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
4. Proposals may be sub-divided or combined with other proposals, at SCPPA's sole discretion.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 all costs resulting from responding to this RFP. All such costs whatsoever shall remain the sole responsibility of the Respondent.
11. 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.
12. 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.
13. 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.
14. 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.



15. 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 their due diligence activities prior to entering into any final contract negotiations with SCPPA.
16. 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.
17. Respondents understand and acknowledge that proposals submitted in response to this RFP will be valid for a period of twelve (12) months from the "Proposals 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. After the twelve (12) month term, proposals from Respondent are no longer valid.

**X. ADDITIONAL REQUIREMENTS FOR PROPOSAL**

**1. CONSIDERATION OF RESPONSES:**

Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. When hard copy proposals are submitted, such proposals should be submitted on recycled paper that has a minimum of thirty percent (30%) post-consumer recycled content and duplex copied (double-sided pages) where possible. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Neon or fluorescent paper shall not be used in any written documents.

**2. INSURANCE, LICENSING, OR OTHER CERTIFICATION:**

If selected, the Respondent and subcontractors, if any, will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. Such certifications shall be specific to the State of California and must be applicable to the Respondent's services, work and deliverables pursuant to the Agreement. SCPPA or its Members may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.

**3. 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, if and as required by a SCPPA Member Agency. 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 SCPPA Members' living wage ordinances or requirements. For example, the City of Los Angeles has adopted a Living Wage Ordinance and a Service Contract Workers Retention Ordinance. The Living Wage Ordinance provisions are found in Section 10.36 of the Los Angeles City Administrative Code; and the Service Contract Workers Retention Ordinance are found in Section 10.37 of the Los Angeles Administrative Code (SCWRO/LW0). **[Applicable only if a SCPPA Member with a prevailing or living wage ordinance is a participant in the proposed project. ]**

**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/dprevagedetermination.htm)

**6. CHILD SUPPORT POLICY:**

If selected, Respondent may be required to comply with Member Agency child support requirements, including the City of Los Angeles Ordinance No. 172401, which requires all contractors and subcontractors performing work to comply with any applicable Wage and Earnings Assignment Orders, Notices of Assignment, and State and Federal employment reporting requirements. **[Applicable only if a SCPPA Member with child support requirements is a participant in the proposed project.]**

**7. SUPPLIER DIVERSITY:**

Respondents shall take reasonable steps to ensure that all available business enterprises, including Small Business Enterprises (SBEs), Disabled Veteran Business Enterprises (DVBES), Emerging Business Enterprises (EBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), Lesbian, Gay, Bisexual, or Transgender Business Enterprise (LGBTBEs), and Other Business Enterprises (OBEs) have an equal opportunity to participate in the performance of all 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 and a three percent (3%) participation goal for DVBEs. The bidder shall assist in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, DVBEs, EBEs, WBEs, MBEs, DBEs, and LGBTBEs have an equal opportunity to compete for and participate in this RFP. 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. **[Applicable only if SCPPA Member with supplier diversity requirements is a participant in the proposed project.]**

**8. SCPPA-FURNISHED PROPERTY:**

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

**9. CONTRACTOR-FURNISHED PROPERTY:**

Upon completion of all work under any agreement developed because 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.

**10. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED:**

The Respondent represents that it shall obtain or presently hold a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Article 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Respondent shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended. **[Applicable only if LADWP is a participant in the proposed project.]**

**11. TAXPAYER IDENTIFICATION NUMBER (TIN):**

The Respondent represents that it shall obtain and presently have a Tax Identification Number (TIN). For the term covered by this Agreement, the Respondent shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

**12. EQUAL BENEFITS ORDINANCE:**

Unless otherwise exempted in accordance with the provisions of this Ordinance, the Respondent must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO). The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners. **[Applicable only if LADWP is a participant in the proposed project.]**

**13. CONTRACTOR RESPONSIBILITY PROGRAM:**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **[Applicable only if LADWP is a participant in the proposed project.]**

**14. MUNICIPAL LOBBYING ORDINANCE:**

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore, all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's webpage and additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or at the City of Ethics Commission's webpage. **[Applicable only if LADWP is a participant in the proposed project.]**

**15. IRAN CONTRACTING ACT OF 2010:**

In accordance with California Public Contract Code Sections 2200-2208, all Respondents entering into, or renewing contracts with LADWP for goods and services estimated at one million dollars (\$1,000,000) or more shall complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit." **[Applicable only if LADWP is a participant in the proposed project.]**

**16. CONTRACTOR CODE OF CONDUCT (SWEAT-FREE PROCUREMENT):**

Contractors shall make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. All contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with Los Angeles's Contractor Code of Conduct. The successful Respondent(s) will be required to execute and submit the form titled, "Contractor Code of Conduct". **[Applicable only if LADWP is a participant in the proposed project.]**

**17. AMERICANS WITH DISABILITIES ACT:**

Respondents must comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. Reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities shall be provided and the Respondent will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability.

**18. SAFETY COMPLIANCE CERTIFICATE:**

The successful Respondent(s) will be required to execute and submit the form titled, "Safety Compliance Certificate". The form certifies that the Respondent has an effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7 and the Respondent agrees that it is fully responsible for the acts and omissions of parties either directly or indirectly employed by the Proposer. Such certification shall be made by the person with the authority and responsibility for implementing and administering Respondent's Injury and Illness Prevention Program. **[Applicable only if LADWP is a participant in the proposed project.]**

**19. NON-INTERFERENCE:**

The Respondent's performance of the work under this agreement shall not interfere unnecessarily with the operation of LADWP or any other City department. **[Applicable only if LADWP is a participant in the proposed project.]**

**XI. EVALUATION PROCESS**

All Proposals are shared with SCPPA Member Agencies upon receipt. 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. Respondents will be notified if the Proposal is rejected at this stage.

The remaining Proposals will be evaluated by SCPPA and SCPPA Member Agencies in their monthly Resource Planning and Renewables Working Group meetings. Each Member will consider and evaluate the Proposals based upon the unique evaluation criteria deemed important to each Member Agency which may include, but is not limited to, the proposed project's price, size, characteristics, location/ interconnection point, schedule, commercial operation date, viability, guarantees, and fit with the Member Agency's resource plan. Based upon the evaluation, a Proposal may be selected for further negotiation, or may be wait-listed for future consideration, or may be rejected, and Respondents will be notified when such determination has been made.

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.