

**SCPPA Magnolia Power Project**  
**Gas Marketing Services RFP: May 5, 2025 – May 30, 2025**

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**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

**REQUEST FOR PROPOSALS FOR**

**Magnolia Power Project**  
**Gas Marketing Services**

**ISSUANCE  
DATE:**

**May 5, 2025**

**PROPOSAL  
DEADLINE:**

**May 30, 2025**

**I. INTRODUCTION**

The Southern California Public Power Authority (SCPPA), on behalf of its Member utilities (Members), is hereby soliciting competitive proposals from qualified respondents (Respondents) for Magnolia Power Project Gas Marketing Services, as described below in Section III.

SCPPA seeks proposals related to the specified Areas of Interest set forth in Section III below, to enable informed decisions and to potentially proceed to more specific negotiations on contract development with one or more qualified Respondents to this Request for Proposals (RFP).

In order to be considered for this RFP, Respondents must meet the following minimum qualifications: Respondent should have experience providing these services in Southern California Gas Company's system to a natural gas generator with multiple participants, each of which can supply all or a portion of the gas they intend to burn. Additionally, the Respondent should also be able to supply all natural gas needed, manage natural gas imbalances, perform natural gas scheduling, and provide settlement by participant. The Respondent should also have an existing large balancing pool of natural gas in SoCal Citygate.

Proposals must include the following:

- A description of the products and services you are offering and your price, terms and conditions. In making your offer please indicate the name of the appropriate index for

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SoCal Citygate, the publication you are offering, and the premium/discount against that index in \$ per MMBtu.

- A description of your company's business, your experience in the marketing of natural gas and related services as they relate to the Areas of Interest, your credit rating and any references you wish to name.
- A description of how your firm intends to cover or liquidate daily and monthly fuel imbalances (the difference between confirmed deliveries and metered usage), LDC penalties, and reconcile imbalance penalties imposed by the Utility (Southern California Gas Company). In general, SCPPA anticipates receiving credit for gas provided by Participant(s), or other third parties, and settling imbalances based on a daily index. Other alternatives are welcomed and may be considered.
- A description of the size of your balancing pool (MMBtu) and your ability to supply the necessary gas volumes, along with a description of your firm's ability to avoid incurring OFO penalties.
- Please also indicate how the proposal 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.

Responses to this RFP are due on or before **May 30, 2025**, 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 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 purposes of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation or transmission of electric energy. SCPPA also facilitates joint service contracts, at the request of its Members, to aggregate like project efforts among its Members for the purposes of developing energy efficiency, demand response and resource procurement programs or projects to improve operating efficiencies and reduce costs.

Membership of SCPPA consists of eleven cities and one irrigation district, which supply electric energy within Southern California, including the municipal utilities of the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, and Vernon, and the Imperial

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Irrigation District. SCPPA is governed by its Board of Directors (“Board”), 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.

The purpose of this RFP is to obtain the services described herein from a qualified marketer (“Gas Marketer”) for gas supply and balancing services at Magnolia Power Plant (MPP). MPP consists of a GE 7FA natural gas combustion turbine generator, a steam turbine generator and a heat recovery steam generator located in Burbank, California within the Southern California Gas system. Its average daily burn is approximately 35,000 MMBtu; however, the facility can reach a maximum of 72,000 MMBtu. MPP went into commercial operation in 2005 and has a rated capacity of 320 MW. The City of Burbank is the Operating Agent on behalf of itself and five other SCPPA Members participating in the output of the plant (Anaheim, Burbank, Cerritos, Colton, Glendale, Pasadena, collectively “Participants”). Gas marketing services are expected to begin July 1, 2026, for a standard SCPPA three-year term with an option to extend for an additional three-year term or three (3) one-year terms. A contract with SCPPA for the services requested herein shall incorporate the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board (NAESB) as agreed to by SCPPA and the successful Gas Marketer. Please note that responses to this RFP may be utilized by other SCPPA Members for similar projects on an individual basis, apart from the Magnolia Power Project and separate from SCPPA.

The Gas Marketer shall serve as a Contracted Marketer as defined in the most recent version of Rule No. 35 of the Southern California Gas Company Contracted Marketer Transportation Tariff. SCPPA will purchase from and pay Gas Marketer for natural gas used by MPP in excess of the gas provided by the Participants or their designated third parties to meet 100% of the daily gas usage. The Gas Marketer will purchase from and pay SCPPA for natural gas delivered to MPP by SCPPA (including gas delivered to SCPPA by Participants, the Gas Marketer and/or other third parties), which is in excess of MPP’s usage. The Gas Marketer shall be responsible for scheduling and balancing all gas provided to MPP on a preschedule and same day basis. Gas purchased from or sold to the Gas Marketer shall be priced on an index basis at SoCalGas Citygate. Gas purchased from the Gas Marketer shall be delivered to the MPP meter at SoCalGas Citygate.

In addition to the natural gas supplies anticipated above, SCPPA will contract with the Gas Marketer for natural gas scheduling, nominating, balancing and billing services associated with the physical delivery of natural gas to MPP, at an individual participant level. To facilitate the undertaking of these services, the MPP Operating Agent will provide the Gas Marketer with a schedule of natural gas demand and usage both in total and by Participant, on a daily basis (by 6:30 am).

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SCPPA will assign 100% of its 2026 Backbone Transportation Service (BTS) bidding rights to Gas Marketer. SCPPA shall have no financial obligation or benefit from any resulting BTS transportation contracted through the exercise of such bidding rights.

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

Magnolia Power Plant Project Participants have expressed interest in the following areas of interest to meet the needs of their municipalities as follows:

1. The Operating Agent and the Participants will utilize a Gas Marketer to facilitate and manage all physical fuel supply and fuel imbalances for MPP's generation station.
2. The Gas Marketer will serve as the default provider of gas to MPP for each Participant that does not arrange for 100% of their needs for physical delivery of gas from alternative sources.
3. The Gas Marketer will serve as the default purchaser/provider of any imbalance gas (gas in excess of any participant's consumption).
4. The Gas Marketer has the option to sell gas directly to Participants and must accommodate Participants who wish to physically deliver any portion of their gas needs directly or through third parties into the Gas Marketer's pool.
5. The Gas Marketer will be responsible for allocating costs and credits associated with imbalance fuel purchases/sales, following procedures approved by the Participants and based on fuel usage data provided by the Operating Agent.
6. Each Participant is responsible for making its own decisions regarding the delivery of natural gas to MPP.
7. The Gas Marketer will have access to the Day-Ahead Data (including Gas Estimate and Gas Provision) entered by the Participants in the Energy Scheduling Software to each Participant's gas usage and supply.
8. The Gas Marketer will use the Day-Ahead Participant Energy Schedule in the Energy scheduling Software for the basis of actual gas consumption. In cases of deviations from the Participant Energy Schedule, actual gas consumption values will be utilized for settlement after-the-fact.
9. Timely gas nominations by each Participant shall be submitted by 6:30 AM PT to be considered available to the Gas Marketer (specific cut off time, subject to the mutual agreement).
10. The Gas Marketer will prepare and submit invoices for each Participant, accompanied by necessary supporting data and documentation.

### **IV. TIMELINE / SCHEDULE**

**SCPPA RFP FOR  
Magnolia Power Project Gas Marketing Services  
SELECTION PROCESS**

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<b>SCHEDULE OF REQUIREMENTS</b>	<b>TARGET DATE(S)</b>
Issue RFP	<b>May 5, 2025</b>
Clarification Questions Due	<b>May 16, 2025</b>
Responses to Clarification Questions Due	<b>May 23, 2025</b>
Proposal Deadline	<b>May 30, 2025</b>
Review of Proposals	<b>June 2, 2025 to June 20, 2025</b>
Interviews (If Necessary)	<b>June 23, 2025 to June 26, 2025</b>
Selection of Respondent(s) for negotiation	<b>July 3, 2025</b>
Notice of Intent to Award (following contract negotiation, but prior to any Board approval)	<b>July 21, 2025</b>

\*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.** A statement that Respondent meets the minimum qualifications as specified in Section I of this RFP; and
- II.** statement of work specifications; and
- III.** reference to any proposed contractual terms and conditions required by the Respondent; and
- IV.** a summary of any exceptions taken to the RFP requirements.

**B.** 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:**

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

**3. PROPOSAL:**

Proposals must include a description of the proposed gas marketing services, 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. PROJECT TEAM AND EXPERIENCE:**

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

- A.** Describe your firm's experience relevant to this RFP, including your organizational structure, management qualifications, and other contract-related qualifications. This should include the number of years your firm has been in business.
  - I.** Provide a summary of gross purchases, gross annual sales volumes, daily trade volumes, and/or storage rights at SoCal Citygate
  - II.** Provide a detailed description of your experience providing services within the Southern California Gas Company's system when working with a natural gas generator that has multiple participants, each capable of supplying all or part of the gas they intend to burn. The description must include, at a minimum:
    - (1) The type and location of the project,
    - (2) The dates the project was active, and
    - (3) The specific services your firm provided

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- III. Additionally, include the size of your SoCal Citygate pool, your ability to manage imbalances and operational flow orders, your current ownership or management of similar pipeline rights, and detailed about your years of experience and the number of entities served.
- IV. Specify key individuals involved in the project and describe their qualifications, experience, and duties related to this RFP, Include the office location(s) where the work will be performed.
- V. Provide a commitment statement regarding the retention and use of key individuals as proposed. Confirm their availability to initiate and sustain the proposal and outline plans for supplemental individuals if key personnel become unavailable, ensuring project delivery.
- VI. State whether Respondent will use subcontractors to perform any services under the contract. If subcontractors will be utilized, provide the same assurance of competence for them, along with evidence of your ability to manage and supervise subcontracted work. Subcontractors are not permitted to further subcontract with others. All provisions of any contract resulting from this RFP shall apply to all subcontractors in the same manner as to the Respondent.
- VII. 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. MINIMUM QUALIFICATIONS AND REFERENCES:**

Provide specific information demonstrating how the Respondent meets the minimum qualifications outlined in Section 1 of this RFP.

- A. Describe whether the Respondent has provided any services to SCPPA or any of SCPPA's Members within the last five (5) years, either as a contractor or subcontractor, under the current Respondent's name or any other name or organization. If applicable, please include the following details: Status (prime or subcontractor), brief description of the contract, contract start and end date, name of the contract administrator name, and total actual contract expenditures.
- B. If the Respondent has not rendered any service to SCPPA or its Members within the last five (5) years, please provide references for services rendered during that period, including the same details listed above, along with the name of the counterparty.
- C. Identify any existing related or relevant services provided by Respondent that demonstrate the Respondent's capabilities to deliver the projects, programs, or services specified in this RFP.
- D. Describe relevant experience, detail the approach to the services sought in this RFP, and provide a list of references for similar services.

**7. CONFLICTS OF INTEREST AND COLLUSION**



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- A. The Respondent must address any potential conflicts of interest with SCPPA and its SCPPA Members in its proposal. Such conflicts may include, but are not limited to, representing clients who are adverse to SCPPA or SCPPA Members, or the existence of lawsuits involving the Respondent and SCPPA or SCPPA Members. While the Respondent will not be automatically disqualified by every situation that may present a conflict of interest, SCPPA reserves the right to evaluate the nature and extent of such conflicts when assessing the proposal.
  - B. The Respondent must not offer or provide gifts or promises of remuneration, regardless of their value, to any elected or appointed officials, officers, employees, or representatives of SCPPA or its Members while the Respondent is under consideration.
  - C. The Respondent must not collude, either directly or indirectly, with other respondents regarding the amount, terms, or conditions of its proposals. The Respondent must not share its proposal with any entity other than SCPPA until SCPPA formally notifies all respondents that negotiations with the successful respondent have concluded via SCPPA's Notice of Intent to Award.
- 8. PROPOSED TERMS AND CONDITIONS UTILIZING NAESB BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS:**
- Respondent must propose terms and conditions for an agreement with SCPPA utilizing the NAESB Base Contract for Sale and Purchase of Natural Gas (as revised by MC23001, 05/01/2023) and include a Confirmation providing specific terms and conditions for the services to be provided. The terms and conditions proposed by Respondent shall be subject to SCPPA's review and acceptance.

**VI. CLARIFICATION QUESTIONS AND COMMUNICATIONS**

There will not be an initial Respondent's conference associated with this RFP. The deadline to submit clarification questions on this RFP is specified in Section IV of this RFP. All questions should be submitted electronically via email to [mpp\\_gas\\_marketing\\_RFP@scppa.org](mailto:mpp_gas_marketing_RFP@scppa.org) referencing **the Magnolia Power Project Gas Marketing Services RFP** in the subject line. 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-Other> as soon as a practicable after the date received, but no later than **May 23, 2025**. It is the responsibility of potential Respondents to review this website for any and all postings.



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During the RFP period, communications with SCPPA or its Members, regarding this RFP, other than in the manner specified in this solicitation are prohibited. No contact shall be made with the Board, 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 received by [mpp\\_gas\\_marketing\\_RFP@scppa.org](mailto:mpp_gas_marketing_RFP@scppa.org) by no later than 5:00PM (PDT) – May 30, 2025.

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  
Magnolia Power Project Gas Marketing Services  
Attention: Charles Guss,  
1160 Nicole Court  
Glendora, California 91740

**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, such information may become subject to public disclosure upon completion of evaluations and release of a Notice of Intent to Award.

Respondent must identify all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the 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.

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**IX. 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 qualifications, if any, or 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.
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.

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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.
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 "Proposal Deadline" 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**

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**1. CONSIDERATION OF PROPOSALS:**

Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Where 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.

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

If selected, the Respondent and any subcontractors performing work under the Agreement will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. Such licenses and certifications shall be specific to the State of California, where applicable, 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. 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).

**4. PREVAILING WAGE RATES:**

Where applicable, the selected 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. It is expected that this contract will not be subject to prevailing wages.

**5. 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).

**6. 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

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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.

**7. 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.

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

In accordance with California Public Contract Code Sections 2200-2208, all Respondents entering into, or renewing contracts with SCPPA for goods and services estimated at one million dollars (\$1,000,000) or more shall be required, upon request of SCPPA, to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**9. 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.

**10. 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.

**11. NON-INTERFERENCE:**

The Respondent's performance of the work under this agreement shall not interfere unnecessarily with the operation of SCPPA, its Members or any of their municipal departments.

**12. RUSSIA SANCTIONS – EXECUTIVE ORDER N-6-22**

SCPPA or its Members may be using State of California grant funds for the Agreement. Accordingly, because SCPPA or its Members may be paying, awarding, or providing the successful Respondent with that State grant money, in whole or in part, the Respondent must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp->

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content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) (“State Executive Order”). The State Executive Order concerns economic sanctions (“Economic Sanctions”) and other sanctions imposed by the U.S. government, and the State of California, in response to Russia’s actions in Ukraine. The Respondent is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. Respondent states and represents that Respondent has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, SCPPA, its Members, or all of them, before or after the expiration, termination, or cancellation of this Agreement. SCPPA reserves the right to rescind the award or terminate the contract for convenience if Respondent: (i) is the subject or target of Economic Sanctions; (ii) is conducting prohibited transactions with sanctioned individuals or entities; or (iii) has failed to comply, in any manner, with the State Executive Order.

## **XI. EVALUATION CRITERIA**

Proposals 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 defined in the RFP.
2. The Proposal will first be assessed as to whether it is complete and meets the minimum qualification requirements on a pass or fail basis.
3. The Proposals will then be evaluated on the basis of pre-defined criteria including the following:
  - a. Competitive Price
  - b. Service Offering
  - c. Completeness
  - d. Experience
  - e. Quality/Quantity of favorable References
  - f. Contract Terms and Conditions
4. At SCPPA’s discretion, depending upon the volume of proposals received, SCPPA may choose to hold interviews with the most qualified Respondents. The evaluation team members will independently score the Interviewed Respondents.
5. Depending on whether the Board or Executive Director’s approval is required under the SCPPA 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.

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**XII. PROTEST PROCEDURE**

1. SCPPA will issue a Notice of Intent to Award to each Respondent via email. Any Respondent receiving the aforementioned Notice of Intent to Award may protest the award. A written protest must be received by the Purchasing Manager via email at [PurchasingManager@scppa.org](mailto:PurchasingManager@scppa.org) within three (3) working days of the date of the Notice of Intent to Award. The written protest must specify the specific reasons for the protest and provide all relevant documentation.
2. The Purchasing Manager shall review any timely protest and provide the protesting proposer with a written decision regarding the protest within three (3) working days from the receipt of the timely written protest.
3. Any appeal of the Purchasing Manager's decision may be made to the SCPPA Executive Director within three (3) working days of the date of the final decision. The Executive Director will render a decision within three (3) working days from receipt of the timely appeal.
4. The decision of the SCPPA Executive Director may be appealed to the Board. If appealed, the appeal must be filed within three (3) working days of the date of the Executive Director's decision. The Board shall calendar the appeal on its agenda or may refer the matter to a designated hearing officer. The decision of the Board or hearing officer shall be binding and final.
5. In circumstances of urgent need and when it is in the best interest of SCPPA to do so, the Executive Director may dispense with the protest procedure provided for in this section and recommend or make the award of contract in accordance with SCPPA's Procurement Code.
6. The procedure and time limits set forth in this section are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. The Respondent's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code claim or initiation of legal proceedings.