



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

REQUEST FOR PROPOSALS FOR

Tieton Hydro Project Scheduling Coordinator Services

**ISSUANCE
DATE:**

June 26, 2025

**PROPOSAL
DEADLINE:**

July 31, 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 Tieton Hydro Project Scheduling Coordinator (SC) 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 submit a Proposal in response to this RFP, Respondents must meet the following minimum qualifications: Respondent must be registered with the California Independent System Operator (CAISO) as an Extended Day-Ahead Market (EDAM) SC and must be currently providing SC Services for resources within the CAISO Day Ahead, and Realtime markets, with existing customers that are, or will be, actively participating in simulation to be able to transition to the EDAM.

Responses to this RFP are due on or before **July 31, 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 Members, to aggregate like project efforts among Members for the purposes of developing energy efficiency, demand response and resource procurement programs or projects to improve operating efficiencies and reduce costs.

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

Please note that responses to this RFP may be utilized by Members for similar projects on an individual basis, apart from the Tieton Hydro Project and separate from SCPPA. Any such contract would be separately negotiated and entered into between Respondent and any Members outside of this RFP process.

III. AREAS OF INTEREST

SCPPA and two of its Members, City of Glendale and City of Burbank, have expressed interest in Scheduling Coordinator (SC) Services for the Tieton Hydro Project located in Yakima County Washington within the PacifiCorp Balancing Authority Area.

The SC Services Provider is expected to perform all scheduling on a 7-day, 24-hour day-ahead and real-time basis for transactions within the upcoming CAISO Extended Day Ahead Market (EDAM). The Services Provider must be registered with the CAISO as an EDAM SC and be an existing CAISO SC who is currently providing SC Services for resources within the CAISO Day Ahead, and Realtime markets, with existing customers that are, or will be, actively participating in simulation to be able to transition to the Extended Day-Ahead Market (EDAM). Members have a strong preference for SCs that have coordinated across multiple balancing authorities or directly with PacificCorp.

The SC Services Provider is expected to demonstrate all skills, knowledge, and ability necessary to perform as SC Services Provider including any applicable certifications, or licenses associated with the SC Services or as required by the CAISO, NERC, or WECC. The SC Services Provider must have capabilities for 24 hour operations and is responsible for emergency operational actions as may be needed.

The SC Services Provider shall be capable of providing the following Services, but not all services may be needed for this “run of reservoir” resource:

1. Market Registration and Onboarding

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- Complete the registration of the Tieton Hydroelectric Project in CAISO and EDAM systems
- Complete onboarding and certification of the Tieton Hydroelectric Project in EDAM, including Master File setup and Resource Adequacy tagging
- Coordinate with CAISO and EDAM entities on behalf of Members

2. Market Participation and Bidding

- Submit day-ahead and real-time energy bids for the Tieton Hydroelectric Project on behalf of the Members, per Members' direction
- Submit ancillary service bids (if applicable)
- Manage bidding strategies to optimize revenues while remaining in compliance with United States Bureau of Reclamations (USBR) requirements and Rimrock Reservoir release flows
- Monitor and adjust bids as necessary to reflect market conditions and operational capabilities
- Manage e-tags, base schedules, and intertie flows as needed

3. Scheduling and Dispatch

- Submit Energy schedules, e-Tags, and outage schedules as needed
- Communicate with CAISO on dispatch instructions and curtailments, outages, and derates with Glendale Water and Power and Burbank Water and Power
- Ensure alignment with EDAM timelines and requirements

4. Metering and Settlements

- Ensure submission of accurate metering data in accordance with CAISO requirements
- Validate CAISO market settlements and invoices
- Provide settlement summaries and discrepancy analysis
- Assist in dispute resolution and true-ups

5. Compliance and Reporting

- Maintain compliance with CAISO tariffs, EDAM rules, and NERC standards
- Submit required reports to CAISO and SCPPA and Members, including operational and market performance reports
- Represent SCPPA and Members during CAISO audits, stakeholder calls, and other market interactions
- Submit Resource Sufficiency tests and ensure compliance

6. Communication and Support

- Provide 24/7 operational coverage during market hours
- Serve as primary point of contact with CAISO on all scheduling matters
- Hold regular coordination meetings with SCPPA and Members to review performance, updates, and strategy
- Must coordinate transmission needs and utilization to outside parties

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- Must provide daily and real-time communication
- Notify immediately of any deviations, curtailments or settlement disputes

7. Deliverables

- Successful registration and onboarding to CAISO EDAM
- Daily bidding and scheduling submissions in CAISO systems
- Weekly and monthly settlement reports
- Ongoing compliance and performance reporting
- Members-specific reporting dashboard (if applicable)

8. Assumptions and Dependencies

- Members will provide timely operational data, outage schedules, and metering information
- SC Service Provider will have access to necessary market portals and authority to act on behalf of SCPPA and Members

IV. TIMELINE / SCHEDULE*

SCPPA RFP FOR TIETON HYDRO SCHEDULING COORDINATOR SERVICES SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	June 30, 2025
Clarification Questions Due	July 10, 2025
Responses to Clarification Questions Due	July 17, 2025
Proposal Deadline	July 31, 2025
Review of Proposals	August 7, 2025
Selection of Respondent(s) for negotiation	August 21, 2025
Notice of Intent to Award (following contract negotiation, but prior to any Board approval)	August 28, 2025

*Timeline/Schedule is subject to change.

V. PROPOSAL SUBMISSION REQUIRED ELEMENTS

1. TRANSMITTAL LETTER CONTENT:

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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:

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

3. PROPOSAL:

Proposals must include a description of the proposed project or program, how it meets (or does not meet) each of the objectives of this RFP, and a detailed description addressing all of the Areas of Interest. Respondents may also include additional services, products, tasks, task elements and/or functions that may not be part of or included in the RFP, but are deemed by the Respondent to be pertinent and potentially valuable to SCPPA or 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 and billed. 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 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 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.
- C. 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.
- 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(s), plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this RFP shall apply to all subcontractors in the same manner as to the Respondent.
- E. Respondent shall indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation or financial stability.

6. MINIMUM QUALIFICATIONS AND REFERENCES:

Provide information specifically demonstrating how Respondent meets the minimum qualifications set forth in Section 1 of this RFP.

- A. Describe whether the Respondent has, within the last five (5) years, rendered any service to SCPPA or to any 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 any Members, then please provide references over that period with the details described above including the counterparty(ies) for which services were provided.
- C. Identify existing related or relevant projects, programs, or services provided by Respondent that would demonstrate Respondent's capabilities to provide the projects, programs, or services specified in this RFP.
- D. Describe relevant program development and implementation experience, approach, and provide a list of references for similar projects completed.
- E. Describe contingency plans during electric system emergencies and project outages.

7. CONFLICTS OF INTEREST AND COLLUSION

- A. Respondent must address in its Proposal possible conflicts of interest with SCPPA and any Members. Such conflicts may include, but are not limited to, representation of clients that are adverse to SCPPA or any Members or the existence of lawsuits between Respondent and SCPPA or any 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 Members' 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 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. RESPONDENT AGREEMENT AND SCPPA REQUIREMENTS:

- A. The Respondent recommended for award under this solicitation will enter into an agreement with SCPPA for the services. Respondent must provide a proposed form of agreement for SCPPA and Members' review and consideration. Please note that, as SCPPA and its Members are public entities, the agreement must not include a provision requiring SCPPA or Members to indemnify or defend the Respondent. SCPPA's insurance requirements for contracts are set forth in Attachment A to this RFP and any exceptions to the requirements must be submitted in response to the solicitation. The Respondent's proposed contract

terms and conditions, and any exceptions to the indemnity and insurance requirements identified herein, will be considered in the evaluation of the Proposals.

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 tieton_sc_services_rfp@scppa.org referencing the Tieton Hydro Project Scheduling Coordinator 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 **July 17, 2025**. It is the responsibility of potential Respondents to review this website for any and all postings.

During the RFP period, communications with SCPPA or Members other than in the manner specified in this solicitation are prohibited. No contact shall be made with the SCPPA Board of Directors, SCPPA staff, committees, or working group representatives, or 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 tieton_sc_services_rfp@scppa.org no later than **5:00PM (PDT) – July 31, 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
Tieton Hydro Project Scheduling Coordinator Services RFP
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. Please note that proposals may be shared with Members.

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, 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 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 Members.

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7. SCPPA may decline to enter into any potential engagement agreement or contract with any Respondent, terminate negotiations with any Respondent, or to abandon the request for proposal process in its entirety.
8. SCPPA reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if SCPPA determines that to do so would result in the greatest value to SCPPA and Members.
9. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, 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 the 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 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

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 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 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:

Where required by SCPPA in accordance with California Public Contract Code Sections 2200-2208, all Respondents entering into, or renewing contracts for goods and services estimated at one million dollars (\$1,000,000) or more shall complete, sign, and submit an "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) may, upon SCPPA's request, be required to execute and submit a 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, Members or any of their departments.

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

SCPPA or Members may be using State of California grant funds for the Agreement. Accordingly, because SCPPA or 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-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, 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. References
 - f. Proposed 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 SCPPA Board of Directors' ("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.

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 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 SCPPA Board of Directors. 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.

ATTACHMENT A
INSURANCE REQUIREMENTS

Consultant shall at its sole cost and expense procure, provide, and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Work under this Agreement, and with respect to subparagraphs (c) and (d) below, the period of time specified therein, insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

- (a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each employee for accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease.
- (b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars (\$1,000,000) for each occurrence. Such policy shall cover SCPPA and each Participating Member¹ as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or Participating Members.
- (c) Errors & Omissions/Professional Liability insurance, including coverage for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars (\$1,000,000) per claim and in the aggregate. The policy must be kept in force during the life of the contract and for three years (either as a policy in force with "prior acts" coverage covering the Agreement's term, or under an extended reporting provision) after contract termination.
- (d) Cyber Security Coverage including technology / professional liability insurance, intellectual property infringement, and data protection liability insurance. Consultant shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology

¹ To be defined in Agreement as SCPPA Members participating in the Tieton Project.

services provided under this agreement. Coverage shall include protection for liability arising from:

- i. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
- ii. breaches of security;
- iii. violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations; and,
- iv. data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party.

The minimum limits shall be three million dollars (\$3,000,000) for each claim and in the aggregate.

Such insurance must address all of the foregoing without limitation if caused by an employee of the Consultant or an independent contractor working on behalf of the Consultant in performing Work under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the life of the contract and for three years (either as a policy in force with “prior acts” coverage covering the Agreement’s term, or under an extended reporting provision) after contract termination.

- (e) All required policies shall provide not less than thirty (30) calendar day notice of cancellation to SCPPA.

The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or Participating Members that is otherwise required by this Section 10; and any policy or endorsement language that (i) negates coverage to SCPPA or Participating Members for SCPPA’s or Participating Members’ own negligence; (ii) limits the duty to defend SCPPA or Participating Members under the policy; (iii) provides coverage to SCPPA or Participating Members only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SCPPA’s or the Participating Members’ rights under this Agreement.

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Consultant shall furnish SCPPA proof of all specified insurance evidencing the required coverages prior to commencement of Work under this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

The insurance requirements set forth herein are separate and independent from the indemnification and defense provisions of this Agreement. The insurance provisions do not limit the applicability, scope, or obligations of indemnification and defense obligations of this Agreement, and this Agreement's indemnification and defense obligations do not limit the insurance coverage requirements of this Agreement.