



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

REQUEST FOR PROPOSALS FOR

SCPPA Linden Wind Power Project WEC Maintenance Agreement RFP

ISSUANCE
DATE:

December 23, 2025

PROPOSAL
DEADLINE:

January 20, 2026

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 Operations and Maintenance (O&M) services for the Wind Energy Converters (WEC) at the Linden Wind Energy Project site, 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:

- Employs personnel who have had experience working on REpower/Senvion MM92 WEC
- Experience servicing and maintaining wind facilities at least 50MW in size

Responses to this RFP are due on or before **January 20, 2026**, 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 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 Linden Wind Project is a 50-Megawatt (MW) wind facility consisting of 25 2-MW REpower MM92 WEC, spread over approximately 1,880 acres. This site is located in Klickitat County, Washington, 5 miles from Goldendale.

The WECs consist of a tower, a turbine nacelle, blades, controller, control panels, converters, any VAR control technology, wind vanes, FAA lighting, grounding, and anemometers.

III. AREAS OF INTEREST

SCPPA has an interest in O&M Services and the following areas of interest to meet its needs:

1. Scheduled Maintenance, including periodic operational checks and tests, services that require the use of a crane, and regular preventive maintenance required on all WECs in accordance with industry norms, prudent utility practices, and the original equipment manufacturer's (OEM) documents.
2. Proactive Maintenance, including proactive maintenance strategies aimed at extending the operational life and efficiency of the Linden Wind Energy Converters (WECs). This includes component-level maintenance to replace aging or underperforming systems with newer, more reliable technologies. Respondents should consider:
 - Eligibility for Production Tax Credit (PTC): Proposals should reflect strategies that enable qualification for PTC, including a timeline for inspection, evaluation, and commencement of improvements by July 4, 2026.
 - Site Assessment and Component Replacement: Scope may include turbine component upgrades (e.g., blades, nacelle internals, converters) that improve generation output and reliability while maintaining compatibility with existing foundations and feeder layouts to avoid costly disruptions.
 - Regulatory Compliance and Exemption Strategy: Proposals must address compliance with upcoming NERC PRC-029 standards, particularly Requirement R6 enforcement beginning May 2026, which mandates documentation for hardware exemptions. In such cases, Respondents should outline a strategy for maintaining Linden's exemption status, including detailed justification and documentation to support exemption requests for both existing and upgraded equipment.
3. Other services that are not included as a part of the Scheduled Maintenance that may be required for the purpose of achieving and maintaining each WEC in accordance with industry norms, prudent utility practices, and the OEM documents, including additional repair services, improvements to increase the availability of life of the WECs, software updates, and the installation or change of parts if requested by the owner/owner's designated representative.
4. Staffing schedules include, but are not limited to, technicians and supervisory personnel, on-site during normal business hours; 5 days and 40 hours per week. When necessary, personnel should be available to support the facility outside of normal business hours.

5. The Human Machine Interface (HMI) on the site is provided by the OEM. The Respondent must be able to use the existing control system and SCADA interface or provide a new control system and SCADA interface as part of their proposal allowing for continuous, around-the-clock monitoring, remote and onsite fault clearing, control of the WEC, and operational and performance data processing, without interruption.
6. Establish and maintain work clearance procedures for the lockout-tagout of the WECs and safeguard personnel, this includes but is not limited to outage clearance coordination, and callout of local emergency first responders when necessary.
7. Provide to owner/owner's designated representative all data available and used by successful Respondent for the performance of these services.
8. Handling and management of all on-site hazardous materials and all wastes generated by or used in the performance of any services provided, including permitting and regulatory reporting.
9. Oversight and coordination of planned and unplanned outages involving the WECs as directed by the owner or owner's representatives.
10. Employee training necessary to perform the services described in compliance with industry norms, prudent utility practices, and the original equipment manufacturer's (OEM) documents. SCPPA and its designated representative may request safety training for site-specific climbing equipment, emergency descent devices, and rescues.
11. Procurement and maintenance services for a running stock of spare parts and consumables to be stored on-site in owner's warehouse necessary to conduct periodic maintenance or common repairs. Spare parts and consumables kept onsite shall be considered the SCPPA's property once received and an updated budget, cost and stock list must be provided to owner and owner's designated representative periodically.

Proposals will be evaluated considering qualitative and quantitative factors including price, project schedule, experience, control system integration, financial standing, organizational structure, and degree of objection to terms and conditions.

IV. TIMELINE / SCHEDULE

SCPPA RFP FOR Linden Wind Power Project WEC O&M Services SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)*
Issue RFP	12/23/2025
Clarification Questions Due	1/9/2026
Responses to Clarification Questions Due	1/16/2026
Proposal Deadline	1/20/2026
Review of Proposals	1/21/2026
Selection of Respondent(s) for negotiation	1/28/2026
Notice of Intent to Award (following contract negotiation, but prior to any Board approval)	February 2026

*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, any and all expectations from SCPPA including, but not limited to: requirements definitions, strategy refinement, and staffing requirements to support the proposed project or program implementation; 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. Proposals must also include a project timeline for Proactive Maintenance and a detailed strategy to ensure PTC eligibility. The detailed PTC strategy must explicitly delineate the responsibilities of the Respondent versus the Owner. 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. Respondent to include pricing for the following pay structures

- Fixed Fee for all Fixed Fee Services:
 - All Fixed Fee Services described in Attachment 1 to be performed based on a fixed fee.
- Fixed Fee for Fixed Fee Services, not to include Repair Services:
 - All Fixed Fee Services described in Attachment 1 to be performed based on a fixed fee, except for Repair Services described in Attachment 1. Under this arrangement, Repair Services shall be invoiced as reimbursable expenses.
- Proactive Maintenance, related services, and associated warranties. In addition to the price for Fixed Fee Services and Repair Services described in Attachment 1, Proposal shall include a Quote for Proactive Maintenance. The Quote for Proactive Maintenance must specify with reasonable precision the services to be provided by Respondent, including a description of work, projected labor hours, classification for personnel to perform the services, whether any subcontractors will be utilized in the performance of the services, projected labor costs, and total costs. For each service specified in such Quote, specify that such service is to be provided on the basis of (i) a fixed price set forth in the Quote, (ii) time and materials charges based on Exhibit G or (iii) a combination a fixed price and time and materials charges. Preference will be given to Proposals which include a fixed fee arrangement for Proactive Maintenance.

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 and licenses to perform the services.
- 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, 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 specific information demonstrating how the Respondent meets the minimum qualifications outlined 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 of SCPPA's Members, either as a contractor or subcontractor, either under the current Respondent's name or any other name or organization. If so, please provide details (status as prime or subcontractor, brief description of the contract, contract start and end date, the contract administrator name, and total actual contract expenditures).
- B. If the Respondent has not rendered any service within the last five (5) years to SCPPA or to any of SCPPA's Members, then please provide references over that period with the details described above including the counterparty for which services were provided.
- C. Identify existing related or relevant projects, programs, or services 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.

7. CONFLICTS OF INTEREST AND COLLUSION

- A. Respondent must address in its Proposal possible conflicts of interest with SCPPA and SCPPA Members. Such conflicts may include, but are not limited to, representation of clients that are adverse to SCPPA or SCPPA Members or the existence of lawsuits between Respondent and SCPPA or SCPPA Members. Although the Respondent will not be automatically disqualified by every circumstance that may raise a conflict of interest, SCPPA reserves the right to consider the nature and extent of such work in evaluating the proposal.
- B. Respondent must not offer nor provide SCPPA's or its 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. EXCEPTIONS TO SCPPA AGREEMENT:

- A. The Respondent recommended for award under this solicitation will be subject to the terms and conditions of the SCPPA **Operation and Maintenance (O&M) Agreement (“Agreement”)**, which will be subsequently published as an addendum to this RFP. Respondent must provide a redline of the pro forma Agreement, and supporting commentary, identifying any exceptions to the terms and conditions identified therein. The redline is required to be included as an attachment to the proposal submitted in response to the solicitation and will be considered in the evaluation of the Proposals.

VI. CLARIFICATION QUESTIONS AND COMMUNICATIONS

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 [Linden Wind WEC RFP@scppa.org](mailto:Linden_Wind_WEC_RFP@scppa.org) referencing SCPPA **LINDEN WIND POWER PROJECT WEC MAINTENANCE AGREEMENT RFP 2025** 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 **January 16, 2026**. 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, 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 [Linden Wind WEC RFP@scppa.org](mailto:Linden_Wind_WEC_RFP@scppa.org) by no later than **January 20, 2026**.

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
Linden Wind Power Project O&M 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.

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.
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

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 Washington, or such other jurisdiction where work is being performed, 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. 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. 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).

5. 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 where applicable. 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 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.

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 Respondent shall take 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. 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.

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 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.

10. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED:

Where 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.

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 the Los Angeles 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.

13. CONTRACTOR RESPONSIBILITY PROGRAM:

Unless otherwise exempt in accordance with the provisions of the Los Angeles 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.

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.

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."

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 Los Angeles 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".

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, upon request 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.

19. 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.

20. 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-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, including proposed schedule for Proactive Maintenance services
 - c. Availability Guarantee

- d. Completeness
 - e. Experience
 - f. Quality/Quantity of favorable References
 - g. Exceptions to 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.

XII. PROTEST PROCEDURE

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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 1 FIXED FEE SERVICES

1. Scheduled Maintenance. O&M Contractor shall perform Scheduled Maintenance in accordance with the intervals set forth in the Maintenance Manual and in accordance with the Scheduled Maintenance Calendar. Scheduled Maintenance shall also include (i) an annual walk-down and inspection of all WECs, and on the basis of such inspection, O&M Contractor shall prepare a list of deficiencies in the condition of each WEC and provide such list to Owner; and (ii) an annual site condition report supported by materials, including pictures and other supporting material for reference of each condition mentioned in the site condition report.

2. Repair Services. From time to time the WECs and their components may require repair or replacement as a result of damage, the occurrence of faults or defects or fair wear and tear. O&M Contractor shall perform such repairs and replacements as may be necessary in accordance with the Technical Specifications, including any non-routine maintenance and repairs of the Wind Plant and major repairs, inspections, maintenance, repairs or other services that are not included as part of the Scheduled Maintenance, for the purposes of achieving and maintaining the Nominal Condition of each WEC (the "Repair Services"). In performing the Repair Services, the following terms shall apply:
 - a. O&M Contractor shall be entitled to use used or rebuilt Spare Parts that have been reconditioned, repaired, or overhauled, so long as (a) each such Spare Part has been inspected and conforms to the Technical Specifications for such Spare Part and (b) the use of such Spare Part will not negatively impact any warranties that may apply to the WECs or any parts or components thereof.
 - b. O&M Contractor shall use commercially reasonable efforts to inform Owner thirty-six (36) hours before performing any Repair Service that involves carrying out substantial work; and inform Owner seventy-two (72) hours before performing any Repair Service that involves using cranes or heavy lifting equipment at the Wind Plant Site; and
 - c. O&M Contractor shall have no obligation to perform any Repair Services in respect of components or parts that do not comprise the WECs, except to the extent that such components or parts are procured or used by O&M Contractor in the performances of the services under this Agreement.
 - d. O&M Contractor's performance of Repair Services necessary to return WECs to operational capability shall take priority over any Scheduled Maintenance.
 - e. O&M Contractor shall perform a Quality Assurance inspection ("QA Inspection") of each WEC, in the presence of a representative of Owner, to determine the condition of the WECs. O&M Contractor shall provide Owner with a written report of its findings upon completion of the QA Inspection. If the QA Inspection reveals conditions that require performance of Repair Services pursuant to this Section 2 of Exhibit B, O&M Contractor shall perform those Repair Services within a) six (6)

months following completion of the QA Inspection, or b) sixty (60) days if it is a condition requiring only non-substantial Repair Services; provided any Repair Services required as a result of the QA Inspection shall be completed by the O&M Contractor prior to the expiration of the term of the O&M Agreement. The Parties agree that the next QA Inspection, including the inspection of all turbines, shall begin in [_____] and shall be completed by no later than [_____].

3. System Monitoring and Control Services. During the Term and subject to Owner's compliance with Section 4.2 of the Agreement, O&M Contractor will (i) monitor the WECs remotely twenty-four (24) hours per day, seven (7) days a week; and (ii) perform remote resets on the WECs on an as-needed basis at no additional cost to Owner, except that event codes that cannot be reset remotely.

4. Remote Monitoring Services
 - a. Operate the SCADA system for the WECs and remotely monitor the WECs and all messages from the WECs twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days per year.
 - b. Make sure all WEC data is available to Owner or Owner's designated representative as set forth in this Agreement without additional charge.
 - c. Remotely reset WECs if possible and prudent, or call-out O&M Contractor's technician for on-site reset if not possible or prudent, all as set forth in the Operating Plan.
 - d. O&M Contractor shall work with Owner to formalize a written procedure for remote reset of WECs to minimize possibility of component failures.
 - e. Establish and maintain work clearance procedures to regulate jurisdictional control of WECs and safeguard personnel.
 - f. Outage clearance coordination.
 - g. Callout of local emergency first responders.
 - h. Provide hardware for remote monitoring functions at O&M Contractor's off-site operations control center ("OCC") site, including computer, display, modem or broadband access.
 - i. Make sure access is available to Owner and Owner Designated Representative of all WEC data available and utilized by O&M Contractor for performance of services set forth in this Exhibit B.
 - j. Maintenance of a log of WEC events and downtime tracking. Provide daily summary report of events including call-outs; clearances issued; and warranty notices.
 - k. Monthly summary of WEC events and downtime tracking.

5. Communication and Reporting.

- a. Service Order Reports. For each visit to perform Fixed Fee Services or Cost Reimbursable Services to a WEC, O&M Contractor shall prepare a written service report ("Service Order Report") which describes (i) the parts used or replaced on the WEC and (ii) the Fixed Fee Services and/or Cost Reimbursable Services performed by O&M Contractor on the WEC during such visit. If Cost Reimbursable Services were performed, the Service Order Report shall identify any applicable Quote and Quote Number associated with the Cost Reimbursable Services. O&M Contractor shall provide Owner copies of all Service Order Report for each WEC serviced by O&M Contractor on a monthly basis. Such reports may be provided in electronic format and emailed to Owner to an email address identified by Owner Representative. O&M Contractor Representative shall sign off on each Service Order Report.
- b. Monthly Performance Reports. O&M Contractor shall provide to Owner by the tenth (10th) Business Day of each month a written report on the form attached hereto as Exhibit E (a "Monthly Performance Report") for the prior calendar month which includes a summary of production, Measured Average Availability, event codes, Scheduled Maintenance, health assessment of the WECs, and maintenance history, and any other relevant issues with respect to the WECs. Such reports may be provided in electronic format and emailed to Owner at an email address identified by Owner Representative. Any Owner identified disputes with the Monthly Performance Report must be addressed within thirty (30) calendar days.
- c. Emergency Notification. Upon obtaining knowledge thereof, O&M Contractor shall immediately notify Owner verbally (with written notice to follow thereafter) of any emergency or hazardous condition or occurrence of which O&M Contractor becomes aware that in any way affects, or could affect, the safe operation of the WECs or the Project and the safety of personnel at the Project Site. Such written notice may be provided in electronic format and emailed to Owner to an email address identified by Owner Representative.

6. Meetings.

- a. Annual Calendaring of Scheduled Maintenance. Once as reasonably practicable following the Effective Date and once annually thereafter, the Parties shall meet to discuss and agree upon the projected dates and times for the immediately following period during which O&M Contractor shall perform the Scheduled Maintenance on the Serviced Equipment (the "Scheduled Maintenance Calendar"). The Scheduled Maintenance Calendar will be developed in accordance with the Maintenance Manual and the Service Inspection Form. The dates and times in the Scheduled Maintenance Calendar may be amended thereafter by mutual agreement of the Representatives.
- b. Monthly Status Reviews. Prior to the fifteenth (15th) Business Day of each calendar month, the Representatives shall meet to discuss and review (i) the information contained in the Monthly Performance Reports,

(ii) the monthly Measured Average Availability of WECs, (iii) any technical issues which may have arisen with respect to the performance, Measured Average Availability or maintenance and servicing of the Wind Turbines, (iv) Scheduled Maintenance and Repair Services performed during the preceding calendar month, (v) any and all failures by a Wind Turbine and the causes thereof, and (vi) Scheduled Maintenance to occur during the next following calendar month.