



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

REQUEST FOR PROPOSALS FOR

New Resource and Transmission

**ISSUANCE
DATE:**

January 30, 2026

**RESPONSE
DEADLINE:**

August 31, 2026

I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of its member agencies (Member Agencies) is issuing this Request for Proposals (RFP) with the intent to procure and connect renewable and carbon-free generation resources (with or without energy storage solutions) and associated transmission infrastructure directly to the designated Points of Delivery (PODs) listed in Section V within the Los Angeles Department of Water and Power (LADWP) Balancing Authority Area. Respondents to this RFP (Respondents) are responsible for constructing and providing the necessary transmission infrastructure to ensure energy can be delivered efficiently to the listed PODs. An energy storage component may be included with a proposed energy project as set forth below in Section V. However, stand-alone energy storage projects are not included in this RFP. Stand-alone energy storage projects may be proposed under SCPPA's separate Standalone Energy Storage RFP posted biannually, and located here: <https://scppa.org/rfps-bids/rfps-resourceproject/>.

California's Renewables Portfolio Standard (RPS) program was established by Senate Bill (SB) 1078, and has been subsequently modified by SB 107, SB 1036, SB 2 (1X), SB 350 and SB 100. The RPS program is codified in Public Utilities Code Sections 399.11-399.33. Eligible products should comply with the California Renewable Energy Resources Program (Public Resources Code sec. 25740 *et seq.*) and the California RPS program.

SCPPA and its participating Member Agencies are targeting proposals for projects with commercial operation or delivery starting in 2036 or later, supporting the goal of 100% fossil-fuel free electricity by 2045 or earlier. Selected projects may be selected for execution of a power purchase agreement with an ownership option (PPA). The resulting PPA may be executed by SCPPA or the participating Member Agency (such entity is referred to in this RFP as the "Buyer").

The deadline to submit Proposals for this RFP is August 31, 2026, as described further in Sections IV and VII.

II. **BACKGROUND**

SCPPA is a joint powers authority and a public entity created by its Member Agencies pursuant to the California Joint Exercise of Powers Act (found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California.) and through the SCPPA Joint Powers Agreement for the purpose of planning, financing, developing, acquiring, constructing, operating, and maintaining project for the generation or transmission of electric energy and associated products and services. SCPPA is a “cafeteria style” joint powers authority where Member Agencies can select the projects that they are interested in pursuing at any time during the open period of the RFP. SCPPA can procure resources on behalf of one or more of its Member Agencies.

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

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

Many Member Agencies have established voluntary renewable targets, including the percentage of renewable energy they wish to obtain within their portfolio. California legislation, including SB 100, requires retail sellers and local publicly owned electric utilities to procure a minimum quantity of electricity products from eligible renewable energy resources so that the total kWh of those products sold to their retail end-use customers achieve 60% of retail sales by December 31, 2030. California law also establishes a state policy that eligible renewable energy resources and zero-carbon resources supply 90% of all retail sales of electricity to California end-use customers by December 31, 2035, 95% by December 31, 2040, and 100% by December 31, 2045.

III. **AREAS OF INTEREST**

The minimum capacity size that may be proposed in response to this RFP is 100 MW.

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

1. Ownership Participation

SCPPA is well positioned and experienced in facilitating joint ownership structures for renewable energy, carbon-free energy, energy storage projects, and transmission infrastructure projects for the benefit of Member Agencies. SCPPA can acquire an ownership interest in a project and sell 100% of the output to interested Member Agencies at SCPPA's cost. SCPPA or its Member Agencies may also enter into PPAs, either with or without an option to purchase the project during the term of the agreement. Proposals submitted in response to this RFP must include an option to purchase a project during the term of a PPA. Whether the project is structured as a PPA with an ownership option or an outright ownership, SCPPA and Member Agencies request the structure to consider and include opportunities for all parties to benefit and take advantage of state and/or federal legislation, including tax incentives, grant opportunities, and other incentives as available.

2. Regulatory Compliance

SCPPA continues to seek cost-effective resources to support Member Agencies' RPS and carbon-free objectives for 2026 and beyond. This RFP seeks to find the best combination of projects or products to deliver energy from facilities that will be RPS compliant (pursuant to Public Utilities Code Sections 399.16 (b)(1), (b)(2) and (b)(3), i.e., energy and associated Renewable Energy Credits (RECs) in Portfolio Content Category 1, 2 and 3, and compliant with the emissions performance standard (EPS) regulations adopted by the California Energy Commission (20 Cal. Code of Regulations section 2900 et seq.) upon Commercial Operation Date (COD) and throughout the term of the agreement. Projects shall be carbon-free and comply with all applicable federal laws and regulations, California laws and regulations, including RPS program requirements, and prudent utility practices, including but not limited the standards established by the North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC).

3. Project Requirements

Project requirements include but are not limited to the following. Please also refer to Section V of this RFP and the Term Sheet and other documents attached as Appendices to this RFP for additional information and requirements.

- Regulatory Compliance: Buyer requires that during the term of the PPA, Respondent shall assume the risk of maintaining and bringing the facility or project into compliance should there be a change in law that renders the facility noncompliant with regulatory mandates, including RPS, EPS, and other clean energy mandates as described in the Term Sheet attached as Appendix A.
- Buyer's Step in Right: Respondent will be responsible for site control. Buyer must be allowed to assume or cure any default by Respondent in the site control documents.
- Environmental Liabilities: Respondent will be responsible for environmental liability, hazardous materials, and removal.

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- Environmental Attributes: Buyer shall receive all environmental attributes associated with the generation facility and its output, including but not limited to renewable energy credits and air emissions credits or offsets (i.e., greenhouse gas credits at the location of source and for the gross output of the plant or otherwise credited).
- Permitting: Respondent will be responsible for obtaining all construction, operational, and environmental permits and licenses and construction financing for the project and facility.

IV. RFP TIMELINE / SCHEDULE*

NEW RESOURCE AND TRANSMISSION RFP TIMELINE	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	January 30, 2026
RFP Open Period	January 30, 2026-August 31, 2026
Optional Pre-Bidders Meeting 1	February 23, 2026
Optional Pre-Bidders Meeting 2	March 23, 2026
Clarification Questions Due	On or Before June 12, 2026
Responses to Clarification Questions Due	10 Business Days After Submitted
Proposals Submittal Deadline	August 31, 2026

*Timeline/Schedule is subject to change.

V. PROPOSAL SUBMISSION REQUIRED ELEMENTS

1. TRANSMITTAL LETTER CONTENT:

- A. An officer authorized to bind Respondent must sign the proposal on behalf of 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; 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 itself an advantage over any other Respondent.”

2. RESPONDENT INFORMATION:

Provide legal name of Respondent company or individual, physical street address, the name(s) and title(s) of the individual(s) authorized to represent Respondent, including telephone number(s) and email address(es). If the Respondent is a Joint Venture, please provide such information regarding all entities that form part of the Joint Venture company.

3. RESOURCE TECHNOLOGY TYPE:

Clearly identify the proposal as one or more of a combination of one or more of the following renewable and/or carbon-free generation resources complying with the current edition of the California Energy Commission Renewables Portfolio Standard Eligibility Guidebook (CEC Guidebook) or carbon-free mandates:

- a. Solar, including all photo-voltaic and photo-optic technologies where light is directly converted to electricity. Any solar overbuild beyond 1.2 DC/AC ratio should be noted. If there is a hybrid energy storage with the facility, please provide a description of how the energy storage facility will be charged.
- b. Wind, including all air-flow technologies involving a turbine of any type (i.e., offshore, or onshore).
- c. Geothermal, including all temperature gradient technologies.
- d. Hydro, including all mass-in-motion technologies involving fluids and hydro efficiency improvements.
- e. Solar Thermal, including all concentration technologies where a heat transfer medium is used to generate electricity.
- f. Fuel cell utilizing a renewable fuel such as hydrogen that uses green hydrogen technologies.
- g. Flexible resources, such as wind, solar, and/or geothermal with the ability to ramp up/down to provide reserve margins and other grid benefits.
- h. Hydrogen, the production and utilization of green hydrogen technologies.
- i. Hybrid projects: resources may be bundled together but pricing options for individual technologies should be itemized. Include hourly seasonal guarantee capacity factors for both the renewable resource only, as well as for renewable resource plus battery storage.
- j. Energy Storage combined with renewable energy projects; energy storage with a capacity of at least one half the total interconnection capacity offered by the renewable resource.
- k. Nuclear (i.e., Small Module Reactors).

4. ASSOCIATED TRANSMISSION INFRASTRUCTURE:

Respondent shall provide a well-developed plan for the design, permitting, and construction of any associated transmission infrastructure necessary to interconnect the proposed resource to the designated PODs. Generation resources must be developed in conjunction with the transmission infrastructure, which deliver to the Los Angeles basin via new transmission by the COD. All associated costs must be included in the proposed pricing.

5. CO-LOCATED ENERGY STORAGE SOLUTIONS (ESS):

Member Agencies have a strong interest in the rapidly developing energy storage market, and certain Member Agencies have energy storage targets beyond the targets specified in AB 2514. All types of energy storage technologies are open for consideration when combined with a qualified renewable energy resource to be added into Member Agencies' resource portfolios, if they are determined to be cost-effective. Separate stand-alone ESS are not a part of this RFP. Standalone ESS proposals may be submitted in response to SCPPA's Standalone Storage RFP.

6. INFLATION REDUCTION ACT OF 2022 (IRA) AND TARIFF CONSIDERATIONS:

Respondent must identify any benefits, opportunities, and risks associated with the IRA for any proposed project structures, as well as any specific pricing impacts, and assumptions regarding IRA tax credits, and the necessary obligations, including timelines, to achieve such benefits and /or bonuses. Respondent must also clearly identify any contingencies in the event that the IRA benefits are reduced, or made unavailable, due to evolving federal policy or tariffs. IRA considerations may include, but are not limited to:

- a. Investment Tax Credits for PPAs
- b. Productions Tax Credits for PPAs
- c. Domestic Content Bonus Credit
- d. Wage and Apprenticeship Credit
- e. Energy Community Bonus Credit
- f. Low-Income Communities Bonus Credit
- g. Direct Pay Credits/Benefits for SCPPA Ownership
- h. Other credits and/or bonuses under the IRA or subsequent revisions

7. PROJECT DETAILS:

Clearly identify the proposed project, including the following information:

- a. **Project Description:** Project names and locations, and phases of development, if applicable.
- b. **Contract Quantity:** In MW and GWh/year, and by project phase if applicable, including nameplate rating and proposed amount of energy to be delivered. Specify the guaranteed capacity for each contract year. Please provide all MW increment options available for the project.
- c. **Pricing:** Please provide pricing structure as described below. Any price **increase** subsequent to proposal submittal could result in a disqualification.
 - i) **Energy Price (fixed):** Expressed in nominal dollar value (as of the year of COD) in \$/MWh, with no escalation, covering energy, capacity right, RECs, transmission costs, and all other products.
 - ii) **Energy Storage Price:** In addition to the energy price, Respondents shall provide a separate price for energy storage (if proposed). Storage pricing shall be expressed in

nominal dollars (as of the year of COD) with no escalation and provided in \$/MWh and \$/kW-month. If proposals include energy storage, Respondents shall also provide the project price excluding energy storage.

- iii) **Other Price Structures:** If the proposal is for an agreement other than a PPA, please describe the proposed structure in detail and provide information on pricing with an explanation for such costs.
- d. **Delivery Term:** Minimum term is 10 years with no maximum as the various Member Agencies are seeking long-term (greater than 10 years) delivery of energy. Long-term delivery is defined in the CEC Guidebook. Please provide all delivery term options available, including seasonal and/or intra-day delivery profile options.
- e. **Energy Availability:** Maximum and minimum monthly capacity factors (for hybrid projects, please provide capacity factors for both resources, as well as for a resource with battery storage), seasonal shapes, resource availability profile (i.e., 8760 resource profile of availability), reliability indices (reliability of the distribution system distribution indices to potentially forced outage ratios or planned outage ratios of generators), dispatchability (by unit or phase if applicable) and scheduling requirements/limitations, if any, any rights for Buyer to perform full or partial dispatch and economic curtailment.
- f. **Transmission Infrastructure:** Respondents shall be responsible for designing, permitting and building the dedicated transmission infrastructure and everything needed to connect the project site and deliver the generation to the selected PODs.
 - i) All costs (including land rights, interconnection facilities, upgrades, construction, and ongoing maintenance) must be included in the proposed energy pricing.
 - ii) The transmission infrastructure must be fully owned and operated by Respondent for the entire contract term and comply with all applicable reliability and interconnection standards.
 - iii) Respondents should describe their approach to risk assessment, schedule management, and subcontractor selection, and provide evidence of bonding capability and financial ability to complete the work.
 - iv) All other associated transmission infrastructure shall be fully operational by the project's COD and maintained in compliance with all regulatory and operational standards throughout the contract term.
- g. **Point of Delivery (POD):** The following locations are delivery points from which one or more of the Member Agencies can receive energy. Each POD is assigned to a group (e.g., Group A, B, C). The maximum energy each group can accept is as follows.
 - i) **Group A:** 500 MW by 2036
 - **PODs included in this group:**
Harbor 138kV Generating Station

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- ii) **Group B:** 1000 MW by 2036
 - **PODs included in this group:**
Scattergood 230kV Generating Station, Fairfax 138kV Receiving Station, and Century 230kV Receiving Station

- iii) **Group C:** 1500 MW by 2036
 - **PODs included in this group:**
Haynes 230kV Generating Station

Cost of transmission and delivery to the POD shall be included in the price of energy. The above listings represent locations where Member Agencies may have existing capacity rights.

Where applicable, project point of delivery through CAISO must include a \$/MWh price adder for delivery through CAISO that is fixed for the duration of the contract term if energy is exported. The proposed \$/MWh price adder should be viewed as an export through CAISO if not a pseudo-tie and include all transmission- and generation-related fees imposed by CAISO. The point of delivery to the CAISO must indicate whether the project qualifies for Resource Adequacy and/or Local Capacity Requirement capacity benefits.

Additional Groups and PODs may be added to this RFP via Addendum in the future.

Additionally, to assist in developing proposals that best match the specific needs of LADWP, a desired profile of energy to be delivered will be provided in a soon-to-be released Addendum.

Note: Project evaluations will include the full cost of delivery to the customers of Member Agencies within Southern California.

- h. **Grid Charging:** If energy storage is included, specify Buyer's ability to charge the energy storage system with grid energy. Indicate price impacts for varying levels of grid charging % defined as allowed volume of grid charging energy divided by total charging energy by energy storage system per year.
- i. **Category of Environmental Attributes:** Specify whether the project qualifies for Portfolio Content Categories 1, 2 or 3 ("bucket 1, 2 or 3"); and "short-term" or "long-term" under the California Public Resources Code (CPRC) and how the project would comply with the CPRC and any future interpretations of relevant statutes by the California Energy Commission.
- j. **Capacity Rights/Shared Facilities:** Ensure that Buyer shall receive all capacity rights associated with the project and/or its produced energy, including but not limited to resource adequacy, where applicable.
 - i) Identify any energy and/or associated project capacity to be provided/committed to parties other than Buyer.
 - ii) Identify any project supporting/associated facilities that require shared use or third-party access rights, such as intermediate distribution infrastructure, control rooms, or other

intermingled facilities. Describe any controls or provisions to assure the continuation of the described project capacity, e.g., for wind proposals, any adjacent or future proposals encroaching on turbine spacing or airflow; for hydro proposals, any limitations, or regulations on water flow, diversion, or water reservoir level maintenance requirements; and other potential impacts on the proposed project.

- k. Ownership Options:** Proposals must include an offer of ownership to Buyer. Please describe the proposed ownership, terms and conditions, floors and ceilings for purchase prices at different option dates, beginning after Federal Investment Tax Credit (ITC) and/or Federal Production Tax Credit (PTC) recapture if applicable, and up to the end of the term, and ownership structures (e.g., 100% Buyer-owned turn-key, corporation, general partnership, limited partnership, etc.).
- i) In the case of an offer of initial ownership to Buyer, a purchase price at COD shall be specified (and expressed as \$/kW) along with an estimate of all recurring owner costs, including but not limited to operation and maintenance costs, taxes, lease payments, royalties, and insurance.
 - ii) For any offer of a PPA with a purchase option, the proposal shall include (a) a buyout price or detailed formula to calculate such a buyout price for each future date on which a buyout would be offered; (b) conditions for buyout, such as expiration of ITC or PTC recapture period or other project events; and (c) an energy price in \$/MWh without the buyout option.
 - iii) For PPAs, terms up to the life of the facility will be considered.
 - iv) No changes to a PPA will be permitted during project financing or a change in control event.
- I. Project Plan to COD:** Identify the proposed COD and provide a satisfactory major milestone schedule that includes at least the following:
- i) Proposed schedule for obtaining and developing site access and control through executed leases, fee purchases, approvals, or other means.
 - ii) Details of any prior or existing settlements made for environmental mitigation and clearly identified post-construction or pass-forward mitigation obligations that would be forwarded to Buyer in the event a contract is executed (e.g., reserve or offset land for environmental habitat or reconstruction).
 - iii) Proposed schedule for obtaining construction, operational, and environmental permits and licenses, construction financing, agreement negotiation, and contract execution.
 - iv) Proposed construction schedule, including expected construction start date, major equipment purchasing, anticipated factory acceptance testing of major components, site tests, commencement of test energy delivery and COD. Identify the source country(ies) for all major equipment to be procured and the status of procurement efforts. If a Member Agency is in the Energy Imbalance Market (EIM) and Energy Day Ahead Market (EDAM), successful acceptance into the EIM and EDAM, as applicable, is required prior to the delivery of any test energy. Respondent shall submit sufficient technical design data to Buyer at least twelve months prior to delivery of any test energy in order to assist

- Buyer in the EIM and EDAM application process, as applicable.
- v) For projects or operations requiring water or makeup water, description of the water supply requirements and provisions for supply.
- vi) Proposed schedule or application status to acquire necessary transmission and interconnection service.
- vii) Description of whether and to what extent any environmental studies have been carried out with respect to the proposed project and how compliance with the California Environmental Quality Act, which is a requirement before an agreement can be executed by Buyer, might be effectuated, including, if the project is located outside California, how Title 14 Section 15277 of the California Administrative Code is or will be addressed by the project.
- viii) Commentary to what extent a Project Labor Agreement could be established.
- ix) Note that any test energy delivered before the COD shall be curtailable at any time by Buyer without compensation.
 - x) Note that the project shall be certified as RPS-eligible by the California Energy Commission no later than 180 days after COD.
 - xi) Note that the project shall be registered in WREGIS no later than 3 months before COD.
- m. **Power Purchase Agreement Term Sheet:** Please provide as much information as possible in Appendix A, New Resource and Transmission Term Sheet (posted as a separate document, link available at <http://scppa.org/page/RFPs-ResourceProject>).
- n. **Applicable to Proposals including Energy Storage Solutions (ESS) in LADWP's Balancing Authority Area only:** Provide as much information as possible in Appendix B, Energy Storage Specifications (posted as a separate document, link available at <http://scppa.org/page/RFPs-ResourceProject>).
- o. **Financing and Tax Equity Investor:** Describe how the project will be financed such as by parent company, backflip leverage, or other specified financing structure.
- p. **Credit Support and Security:** Express in nominal dollars the amount of performance assurance provided from execution of the PPA through COD and the amount of performance assurance provided after COD as a letter of credit.
- q. **Buyer Economic and Operational Curtailment:** Buyer has the right to curtail output of the facility for economic purposes annually in an amount equal to the guaranteed capacity x 50 hours.
- r. **Interconnection Agreements:** Provide the status of the project's interconnection agreements and expected timeline for completion, along with proposed schedule for obtaining and developing interconnection to POD, through executed leases, fee purchases, approvals and other means. The schedule should account for any network upgrades identified by the interconnection or affected interconnection processes.
- s. **Site Control:** Provide the status of the project's site control and expected timeline for completion. Express whether site control is through a lease or if it will be purchased.

- t. **Delivery Commencement:** State anticipated COD and desired timing for commencement of deliveries of energy. Note whether a delayed delivery commencement date is preferred and, if so, what that date is.
- u. **Project Risks:** Identify any potential risks or issues, including but not limited to supply chain issues, regulatory issues, Full Capacity Deliverability Status and/or Transmission Plan Deliverability (TPD) status, that may affect the success of the project. Specify how such risks will be mitigated and addressed.
- v. **Communications Protocols:** Identify any communication protocols and specifications required or proposed in connection with the dispatch or use of the proposed technology and project.
- w. **Operations and Maintenance; Ownership:** If the resource will require augmentation during the term of the proposed contract, specify the proposed augmentation schedule. If a Long-Term Services Agreement (LTSA) is proposed, identify the scope of services, guarantees, pricing, and terms associated with the LTSA.

8. EXPERIENCE:

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

- a. Specify key individuals and describe their qualifications, experience and duties related to this RFP, including the office location(s) where work will be performed, in addition to the physical street address referenced above. Specify and describe their experience with the development, construction, finance closing, commercial operation, and maintenance of similar projects as proposed by Respondent in response to this RFP.
- b. Provide current financial statements of all entities involved in the project or as part of the management team. This shall include items such as audited financial statements (not more than twelve months old), annual reports, FERC Form 1, and any other applicable financial information, and may include items such as organization charts. Statements and charts should clearly indicate existence of any parent company and other affiliated entities. If none of the above is available, Respondent shall provide verifiable financial statements for the past three (3) years if available, and Respondent's Dunn & Bradstreet identification number, where available.
- 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, Respondent shall provide the same assurances of competence for the subcontractors, plus the demonstrated ability to manage and supervise the subcontracted work. Unless approved by SCPPA, subcontractors shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this RFP shall apply to all subcontractors in the same manner as to Respondent.

- e. Indicate all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation, or financial stability.
- f. Identify existing projects in commercial operation that Respondent has developed and/or operates, including any projects that may currently interconnect with a SCPPA project or any of its Member Agency projects. Provide a list of references for similar projects completed, including a contact person, phone number and address.
- g. Describe the project/generation technology and technical resource data, including any studies or reports regarding the resource.

9. REFERENCES:

- a. Describe whether Respondent has, within the last five (5) years, rendered any service to SCPPA or to any of its Member Agencies, 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 Respondent has not rendered any service within the last five (5) years to SCPPA or its Member Agencies, then please provide references over that period with the details described above, including the counterparty for which services were provided.
- c. Identify existing related or relevant projects or programs which Respondent developed and/or operates that would demonstrate Respondent's capabilities in this area.
- d. Describe relevant program development and implementation experience and approach and provide a list of references for similar projects completed.

10. CONFLICTS OF INTEREST AND COLLUSION:

- a. Respondent must address in its response possible conflicts of interest with SCPPA and its Member Agencies. Such conflicts may include, but are not limited to, the existence of lawsuits between Respondent and SCPPA or its Member Agencies. Although Respondent will not be automatically disqualified by every circumstance that may raise a conflict of interest, SCPPA reserves the right to consider the nature and extent of such work in evaluating the proposal.
- b. Respondent must not offer nor provide SCPPA's or its Member Agencies' respective elected or appointed officials, officers, employees, or representatives gifts or promises of remuneration, no matter how small, while Respondent's proposal is under consideration.

- c. Respondent must not collude, directly or indirectly, with or among other respondents regarding the amount, terms, or conditions of its proposals. Respondent must not share its proposal with any other entity other than SCPPA until SCPPA notifies all respondents that negotiations with the successful respondent are complete via SCPPA's Notice of Intent to Award.

VI. CLARIFICATION QUESTIONS AND COMMUNICATIONS; ADDENDA TO RFP

The deadline to submit clarification questions on this RFP is specified in Section IV of this RFP. Clarification questions regarding this RFP must be in writing via email addressed to: renewablesrfp@scppa.org. Answers to questions that SCPPA, in its sole determination and discretion, deem to be substantive or that would place the inquisitor at a distinct and unfair advantage to other potential respondents will be posted on SCPPA's website along with the solicitation at <https://scppa.org/rfps-bids/rfps-resourceproject/> as soon as practicable after the date received but no later than the RFP closing date. It is the responsibility of potential respondents to review this website for any and all postings.

During the RFP period, communications with SCPPA or Member Agencies, other than in the manner specified in the solicitation, are prohibited. No contact should be made with the Board of Directors, SCPPA staff, committees, or working group representatives, or Member Agencies concerning this RFP. **Any verbal or written communications between any respondent (potential or actual) or its representatives and SCPPA's Board of Directors or any Member Agency's Commissioner, executive management, or employee regarding this procurement are strictly prohibited from the date of RFP advertisement through the date of the execution of the contract. Any violation of the requirements set forth in this Section may constitute grounds for immediate disqualification of the offending respondent from participation in this procurement.**

Any Addenda to the RFP will be posted to SCPPA's website at <https://scppa.org/rfps-bids/rfps-resourceproject/> without direct notification to potential Respondents. It is the responsibility of the Respondent to check for updates, as these documents formally modify, clarify, or correct the solicitation requirements.

[RFP CONTINUES ON NEXT PAGE]

VII. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

One (1) electronic copy of your proposal and any supporting documentation must be delivered to renewablesrfp@scppa.org by no later than **August 31, 2026** (the Proposal Deadline).

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
New Resource and Transmission RFP
Attention: Renewables RFP Evaluation Team
1160 Nicole Court
Glendora, California 91740

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

VIII. CONFIDENTIALITY; CALIFORNIA PUBLIC RECORDS ACT

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

Respondent must identify all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that Respondent included in its Proposal which Respondent believes should be exempt from disclosure under the California Public Records Act. By listing the documents, Respondent agrees to indemnify, defend, and hold harmless SCPPA, Member Agencies, 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 Respondent believes should be exempt from disclosure as having waived its right to an exemption from disclosure as the Public Records Act provides.

IX. TERMS AND CONDITIONS

1. SCPPA reserves the right to cancel this RFP at any time, reject all proposals and waive irregularities.
2. SCPPA reserves the right, in its sole discretion, to disqualify and disregard any proposal that does not contain all the Proposal Submission Required Elements contained in Section V of this RFP.
3. SCPPA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
4. Proposals may be sub-divided or combined with other proposals at SCPPA's sole discretion.
5. SCPPA reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to Respondent, or to make any award to that respondent, who, in the opinion of SCPPA, will provide the most value to SCPPA and Member Agencies.
6. SCPPA may decline to enter into any potential engagement agreement or contract with any respondent, terminate negotiations with any respondent, or abandon the request for proposals process in its entirety.
7. SCPPA reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if SCPPA determines that to do so would result in the greatest value to SCPPA and Member Agencies.
8. Those respondents who submit proposals agree to do so without legal recourse against SCPPA, its Member Agencies, and their directors, officers, employees, and agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason.
9. SCPPA shall not be liable to any Respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP.
10. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or all costs resulting from responding to this RFP. All such costs whatsoever shall remain the sole responsibility of Respondent.
11. SCPPA may require certain performance assurances from Respondents prior to entering negotiations. Such assurances may potentially include a requirement that Respondents provide some form of performance security.

12. Prior to contract award, the successful Respondent shall supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.
13. SCPPA is not responsible or liable for any Member Agencies' interactions with Respondent which are not entirely conducted through SCPPA or at SCPPA's option or election to engage Respondent as defined within the RFP.
14. Submission of a proposal constitutes acknowledgement that Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
15. Information in this RFP is accurate to the best of SCPPA's and Member Agencies' knowledge but is not guaranteed to be correct. Respondents are expected to complete all their due diligence activities prior to entering any final contract negotiations with SCPPA.
16. SCPPA reserves the right to reject any proposal for any reason without cause. SCPPA reserves the right to enter into relationships with more than one Respondent, to choose not to proceed with any Respondent with respect to one or more categories of services, and to choose to suspend this RFP or to issue a new RFP that would supersede and replace this RFP.
17. Respondents understand and acknowledge that proposals submitted in response to this RFP will be valid for a period of twelve (12) months from the Proposal Deadline. Respondents must clearly identify in their proposals if the proposal will be valid for a term shorter than the twelve (12) month term. After the twelve (12) month term, proposals from Respondent are no longer valid.

X. ADDITIONAL REQUIREMENTS FOR PROPOSAL

1. CONSIDERATION OF RESPONSES:

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

2. INSURANCE, LICENSING, OR OTHER CERTIFICATION:

If selected, Respondent and subcontractors, if any, will be required to provide evidence of and maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. Such certifications shall be specific to the State of California and must be applicable to

Respondent's services, work and deliverables pursuant to the agreement. SCPA or its Member Agencies 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, Respondent shall comply with the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in the Los Angeles Administrative Code (LAAC) Section 10.8 *et seq.*, as amended from time to time.

- (i) Respondent shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Los Angeles. Respondent shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- (ii) The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, will be incorporated by reference in the agreement between Respondent and Buyer.
- (iii) The provisions of Section 10.8.3 of the LAAC will be incorporated by reference in the agreement between Respondent and Buyer and will be known as the "Equal Employment Practices" provisions of such agreement.
- (iv) The provisions of Section 10.8.4 of the LAAC will be incorporated by reference in the agreement between Respondent and Buyer and will be known as the "Affirmative Action Program" provisions of such agreement.

Any subcontract entered into by Respondent for work to be performed under such agreement must include an identical provision.

4. LABOR LAWS:

If selected, Respondent and its subcontractors shall comply with all applicable local, state, and federal labor and employment laws, including (where applicable) the Davis-Bacon Act of 1931 or the prevailing wage determinations of the California Department of Industrial Relations, affecting the hours of work, wages and other compensation of employees, nondiscrimination and other conduct of the work. Workers shall be paid not less than the prevailing wages required under federal, state, and local labor and employment laws, if applicable.

5. CHILD SUPPORT POLICY:

If selected, Respondent shall comply with the City of Los Angeles Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Respondent shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Respondent to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Respondent to comply with any Wage and Earnings Assignment

or Notices of Assignment applicable to them personally, shall constitute a default by Respondent.

Any subcontract entered into by Respondent for work to be performed under this agreement must include an identical provision.

6. SUPPLIER DIVERSITY:

It is the policy of LADWP, a SCPA Member Agency, to provide 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. Respondent shall assist in implementing this LADWP policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, DVBEs, EBEs, WBEs, MBEs, DBEs, and LGBTBEs have an equal opportunity to compete for and participate in this RFP. Further information concerning LADWP's Supplier Diversity Program may be obtained from LADWP's Supply Chain Services Division at supplierdiversityoffice@ladwp.com. Respondent shall notify SCPA if Respondent is a certified SBE, DVBE, EBE, WBE, MBE, DBE, or LGBTBE. Respondent shall provide to SCPA (a) the company name, contact person, address, and telephone number of each proposed subcontractor that qualifies as an SBE, DVBE, EBE, WBE, MBE, DBE, or LGBTBE, and (b) copies of all certifications of such subcontractor as an SBE, DVBE, EBE, WBE, MBE, DBE, or LGBTBE, as applicable.

7. SCPA-FURNISHED PROPERTY:

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

8. CONTRACTOR-FURNISHED PROPERTY:

Upon completion of all work under any agreement developed because of this RFP, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the agreement shall automatically be vested to SCPA and no further agreement will be necessary for the transfer of ownership to SCPA. SCPA 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.

9. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED:

For the duration of the agreement between Buyer and Respondent, Respondent shall maintain valid

Business Tax Registration Certificate(s) where required by the City of Los Angeles' Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code (LAMC), and shall not allow the

Certificate to lapse or be revoked or suspended.

10. TAXPAYER IDENTIFICATION NUMBER (TIN):

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

11. CONTRACTOR RESPONSIBILITY ORDINANCE:

Respondent agrees to comply with the requirements of the City of Los Angeles Contractor Responsibility Ordinance (CRO), codified at LAAC § 10.40 *et seq.*, and sign any required certifications as may be required by the City of Los Angeles related to such ordinance.

12. MUNICIPAL LOBBYING ORDINANCE:

Respondent agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance (LAMC Section 48.01 *et seq.*) if Respondent qualifies as a lobbying entity under the Los Angeles Municipal Lobbying Ordinance.

13. 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," a copy of which is available upon request.

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

Respondent agrees to comply with the requirements of the City of Los Angeles' Sweat Free Procurement Ordinance (SFPO), codified at LAAC Section 10.43 *et seq.*, and sign any City of Los Angeles-required certifications related to such ordinance. Where SCPPA is the Buyer, in the case of impracticality in any provisions of the form due to the substitution of SCPPA for the City of Los Angeles, SCPPA will reasonably accommodate changes or substitutions in the requirements of the form as necessary to accomplish the purpose of the SFPO.

15. 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 Respondent will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability.

16. SAFETY COMPLIANCE CERTIFICATE:

The successful Respondent(s) may, upon request, be required to execute and submit the form titled, "Safety Compliance Certificate." The form certifies that 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 Respondent agrees that it is fully responsible for the acts and omissions of parties either directly or indirectly employed by Respondent. Such certification shall be made by the person with the authority and responsibility for implementing and administering Respondent's Injury and Illness Prevention Program

17. NON-INTERFERENCE:

Respondent's performance of the work under this agreement shall not interfere unnecessarily with the operation of SCPPA or its Member Agencies.

XI. EVALUATION PROCESS

Proposals will be evaluated according to the following principles:

1. One or more evaluation teams, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria that will be defined prior to receipt of proposals.
2. Each proposal will first be assessed as to whether it is complete on a pass or fail basis.
3. The proposals will then be evaluated on the basis of standard evaluation criteria that will be determined prior to receipt of the proposals, including but not limited to the following:
 - a. Competitive price
 - b. Service offering
 - c. Completeness
 - d. Experience
 - e. References
 - f. Exceptions to terms, conditions, and requirements of the RFP (including Appendices).
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. Once all proposals have been evaluated, SCPPA will notify all Respondents of the status of their proposal. The status may be: (1) Selected for negotiation of a potential contract; (2) Placed on short list; or (3) Rejected.

6. For proposals selected for negotiation of potential contract, SCPPA will contact the Respondent to commence negotiations. If the contract negotiations are successfully completed, the contract may be presented to the SCPPA and/or Member Agency governing Board(s), as applicable, for approval and award of contract.
7. Proposals that are placed on the short list will remain on the short list the proposal validity period. If the proposal is removed from the short list and selected for negotiation of potential contract, SCPPA will so notify the Respondent.
8. The decision to award a contract will be made by the SCPPA Board of Directors (for contracts that will be executed by SCPPA) or the Member Agency governing body (for contracts that will be executed by the Member Agency), as applicable.

XII. PROTEST PROCEDURE

1. Following completion of the evaluation team's review, SCPPA will issue a Notice of Proposal Status to each Respondent via email. Any Respondent receiving the aforementioned Notice of Proposal Status may submit a written protest using the following procedures. 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 Proposal Status. 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

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7. constitute a waiver of any right to further pursue a protest, including filing a Government Code claim or initiation of legal proceedings.

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RFP Appendices (posted separately at <https://scppa.org/rfps-bids/rfps-resourceproject/>):

Appendix A: New Resource and Transmission Term Sheet
Appendix B: Energy Storage Specifications

[END OF RFP]