



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

**REQUEST FOR PROPOSALS FOR**

**Standalone Energy Storage (2026)**

**ISSUANCE  
DATE:**

April 28, 2026

**RESPONSE  
DEADLINE:**

November 25, 2026

**I. INTRODUCTION**

The Southern California Public Power Authority (SCPPA), on behalf of its members (Member Agencies), is soliciting competitive proposals (Proposals) from qualified respondents (Respondents) for standalone energy storage, as described below in Section III. Effective April 28, 2026 (Issuance Date), this Request for Proposals (RFP) replaces all previous RFPs for standalone energy storage projects posted by SCPPA. This RFP will be considered a “Rolling RFP” in which Proposals may be submitted any time during the RFP period. Responses to this RFP can be received and reviewed at any time before the Proposal Deadline of November 25, 2026, as described further in Sections IV and VII.

**II. BACKGROUND**

SCPPA is a joint powers authority and public agency created by agreement of its Member Agencies pursuant to the Joint Exercise of Powers Act (found in Chapter 5 of Division 7 of Title 1 of the Government Code of the state of California) for the purpose of planning, financing, developing, acquiring, constructing, operating, and maintaining projects for the generation or transmission of electric energy and associated products and services. SCPPA is a “cafeteria style” joint powers authority where its member agencies (Members) can select the projects that they are interested in pursuing. SCPPA facilitates joint programs and projects to improve operating efficiencies and reduce costs to its Member Agencies.

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

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

SCPPA has active working groups focused on resource planning and project development. These groups, with representation from all twelve of the Member Agencies, meet once a month and have reviewed over eleven hundred individual project proposals since 2007.

### III. AREAS OF INTEREST

SCPPA seeks proposals for standalone energy storage with commercial operation or delivery starting in 2026 and beyond with a delivery term of no less than one (1) year. RFP Responses may propose (i) project ownership by SCPPA, (ii) an energy storage agreement with an ownership option, (iii) an energy storage agreement without an ownership option, (iv) a resource adequacy only agreement, or (v) a lease agreement with an ownership option.

SCPPA seeks proposals within any of the following BAAs:

- CAISO;
- Imperial Irrigation District; or
- LADWP (specific requirements for projects proposed for the LADWP BAA only, are attached as Attachment A).

SCPPA Members have a strong interest in the rapidly developing energy storage market, and all types of energy storage technologies are open for consideration to be added into the resource portfolios of SCPPA's Member Agencies if such technologies and projects are determined to be cost effective and reliable. In addition, SCPPA Member Agencies will consider pilot or research and development energy storage projects, including Engineering, Procurement, and Construction (EPC) battery-storage proposals within the service territory of SCPPA Member Agencies, such as at a power plant facility.

Respondents submitting proposals in response to this RFP shall assume that charging energy will be supplied by the participating SCPPA Member Agency(ies), and title to the energy will remain with the supplying SCPPA Member Agency(ies). Respondents shall assume that SCPPA Members will provide dispatch instructions for stored energy. Respondent shall be responsible for acquiring and paying for all energy required for station service, operations and maintenance load, auxiliary load, and parasitic load (e.g., HVAC).

#### Project Requirements

Project requirements include the following. Please refer to Section V of this RFP, Attachment A, and Attachment B (Stand Alone Storage Term Sheet), and Attachment C (Certain LADWP Business Policy Forms) for additional information and requirements:

- Site Control: the Respondent will be responsible for establishing and maintaining site and resource control for the entire facility (including all real property, water rights, easements, access and related rights, and including the facility gen-tie, if applicable), pursuant to site lease agreements and easements or fee interests, all of which shall be valid for a period of not less than the term of

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the agreement with SCPPA. If Respondent is selected for negotiation of agreement, Respondent shall provide SCPPA with copies of such interests in the facility site, redacted as necessary to protect proprietary information.

- SCPPA's Step-in Right: SCPPA must be allowed to assume or cure any default by Respondent in the site control documents.
- Environmental Liabilities: Respondent will be responsible for environmental liability, hazardous materials, and removal.
- Environmental Attributes: SCPPA shall receive all environmental attributes associated with the facility and its output, including but not limited to renewable energy credits, carbon free attributes, and air emission credits or offsets (i.e., greenhouse gas credits, at the location of source and for the gross output of the plant or otherwise credited).
- Other Attributes and Services: SCPPA shall receive all capacity and ancillary service attributes and revenues associated with the facility and its operations.
- 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\*

SCPPA RFP FOR Standalone Energy Storage SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	April 28, 2026
RFP Open Period	April 28 to November 25, 2026
Clarification Questions Due	Anytime During RFP Open Period but no later than November 10, 2026
Responses to Clarification Questions Due	5 Business Days After Submitted
Responses Due	On or before November 25, 2026
Review of Responses	30 Business Days After Submittal During RFP Open Period
Interviews (If Necessary)	TBD
Proposal Validity Period	One year from the date of Respondent's submittal of the Proposal.

\*Timeline/Schedule is subject to change.

**V. PROPOSAL SUBMISSION REQUIRED ELEMENTS**

**1. TRANSMITTAL LETTER CONTENT:**

This letter shall accompany all proposals and must meet the following requirements provided in this Section V. including:

- a. A brief statement of the Respondent’s understanding of the work to be performed and commitment to perform the work as scheduled.
- b. A completed Stand Alone Storage Term Sheet, including the attached Appendices. A copy of the Stand Alone Storage Term Sheet and Appendices are attached as Attachment B. Respondent shall reference any contractual terms and conditions required by the Respondent.
- c. For LADWP BAA projects, please address the specific requirements set forth in Attachment A in your proposal and include a completed Attachment A, including the required Exhibits, in your proposal submission. Attachment A is not a required component of any proposal for a project outside of the LADWP BAA.
- d. The names of individuals authorized to represent the Respondent, the titles, addresses, telephone numbers and email addresses.
- e. 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 itself an advantage over any other Respondent.”

**2. VOLUME I – MANAGEMENT PROPOSAL**

- a. **Chapter 1: Respondent’s Qualification and Experience** (3-page limit)
  - i) Respondent Information: Provide the legal name of the Respondent company or individual, physical street address, the name(s) and title(s) of the individual(s) authorized to represent the Respondent, including telephone number(s) and email address(es).
  - ii) Provide a description of similar or related projects performed by Respondent in the past 5 years.
  - iii) 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

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more than twelve months old) annual reports, FERC Form 1, and any other applicable financial information. If none of the above is available, Respondent shall provide verifiable financial statements for the past three (3) years if available, and Respondent's Dunn & Bradstreet identification number, where available.

- iv) 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).
  - v) 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.
  - vi) Indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation, or Respondent's financial stability.
  - vii) Identify existing projects in commercial operation that Respondent has developed and/or operates. Provide a list of references for similar projects completed, including a contact person, phone number, and address.
- b. Chapter 2: Organizational Approach to Work (3-page limit)**
- i) Describe organizational structure (including an organization chart), management qualifications, and other contract-related qualifications, including the number of years the Respondent has been in business.
  - ii) The Respondent should include the organizational approach for its team, including the roles of and management of subcontractors, and an organizational chart that identifies overall reporting structures.
  - iii) Provide information that is detailed enough to demonstrate that the Respondent has the project management skills to deliver the required project on time and within budget.
  - iv) Communications Protocols: Identify any communication protocols and specifications required or proposed in connection with the dispatch or use of the proposed storage technology and project. Communication details should include what reporting (and frequency of reporting) will be made to SCPPA and how SCPPA will be afforded visibility into Respondent's performance. Any transition and disengagement procedures should be addressed for any work that will be handed off to SCPPA.
- c. Chapter 3: Risk Management Approach (2-page limit)**
- i) Identify any potential risks or issues, including but not limited to supply chain issues, regulatory issues, tariff issues, tax credit issues, Full Capability Delivery Status and/or Transmission Plan Deliverability status, which may affect the success of the project. Specify how such risks will be mitigated and addressed.
  - ii) Provide a process for escalating issues within the Respondent's organization and SCPPA should be identified.
- d. Chapter 4: Qualifications of Key Personnel (1 page each)**
- i) Specify key employees and describe their experience with the development,

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construction, finance closing, commercial operation, and maintenance of similar projects as proposed by Respondent in response to this RFP. In addition, please provide key employee resumes.

- ii) Provide roles of each key personnel as well as a summary of qualifications and experience of key personnel who will work on the contract, including subcontractors.
- iii) Key Personnel References: Respondent must provide a minimum of three relevant references for each team member identified as key personnel. References should be on similar projects or services that closely match the size, complexity, and tasks described in this RFP. SCPPA may contact these references to gather information about their experiences and satisfaction with the ability of the key personnel identified.
- iv) Provide a commitment statement for the retention and use of key employees as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental employees if key employees are not available to assure project delivery.
- v) State whether Respondent will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be included, Respondent shall provide the same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Unless approved by SCPPA, subcontractors shall not be allowed to be substituted, and subcontractors shall not further subcontract with others for work on this project. The provisions of this contract shall apply to all subcontractors in the same manner as to the Respondent.

### 3. VOLUME II – TECHNICAL PROPOSAL (15-page limit)

#### a. Chapter 1: Project Description

- i) Project name and location, and phases of development if applicable. Identify the technology(ies) to be used and the manufacturer(s).
- ii) Describe the project technology and technical resource data, including any studies or reports regarding the resource.
- iii) Provide sufficient information to demonstrate the Respondent's understanding of the requirements. Must comprehensively describe the approach to meet all the requirements in the RFP. Particular emphasis should be given to confirm depth and breadth of technical and/or industry knowledge. Any efforts required from BAA should also be addressed herein.
- iv) Resource Adequacy Category(ies) (not required for LADWP BAA projects): Clearly identify in the proposal if Standalone Energy Storage qualifies as one or more of a combination of the following eligible resource adequacy products:
  - System Capacity Requirements
  - Local Capacity Requirements
  - Flex Capacity Requirements

#### b. Chapter 2: Project Details

- i) Project Balancing Authority Area (BAA): Respondent shall identify whether the response relates to a project located in or delivering to the CAISO BAA, the IID BAA or the LADWP BAA.
- ii) Contract Quantity: In MWh or MW and by project phase if applicable, including

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nameplate rating and proposed amount of capacity. Include the storage duration in hours. Specify the guaranteed capacity and energy for each contract year. Please provide all MWh or kW increment options available for the project.

- iii) Pricing: Provide all pricing structure options available. Prepayment options will not be considered. Tax benefits/grants, whether current or future, must be shared with SCPPA on behalf of participating Member Agencies.
- iv) Delivery Term: Minimum term is 1 year with no maximum. Varying terms are acceptable as needs are different for each SCPPA Member Agency. Provide all delivery term options available, including seasonal and/or intra-day delivery profile options.
- v) Resource Availability: Specify the maximum and minimum capacity factors anticipated, resource availability profile, dispatchability (by unit or phase if applicable), and scheduling requirements/limitations, if any. Identify the availability and performance guarantees proposed for the facility and resource.
- vi) SCPPA's Step-in Right: SCPPA must be allowed to assume or cure any default by Respondent in the site control documents.
- vii) Point of Delivery (POD) and Interconnection (POI): The point of delivery must be identified. Interconnection and its costs are the responsibility of the Respondent.
- viii) Combustion: For any proposals that involve combustion technologies, provide details on the forecasted emissions, emissions controls, and compliance with applicable emissions regulations.
- ix) Capacity Rights/Stored Energy Rights/Shared Facilities: Ensure that SCPPA receives all capacity rights and/or stored energy rights associated with the project and/or its output, as applicable.
- x) Identify any project capacity to be provided/committed to parties other than SCPPA.
- xi) 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.
- xii) Proposed schedule for obtaining and developing site access and control through executed leases, fee purchases, approvals, or other means.
- xiii) Details of any prior or existing settlements made for environmental mitigation and clearly identified post-construction or pass-forward mitigation obligations that would be forwarded to SCPPA in the event a contract is executed (e.g., reserve or offset land for environmental habitat or reconstruction).

c. **Chapter 3: Project Plan to Commercial Operation Date** - Identify the proposed commercial operation date and provide a satisfactory major milestone schedule that includes at least the following:

- i) Proposed schedule for obtaining construction, operational, and environmental permits

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- and licenses, and construction financing.
- ii) Proposed construction schedule, including major equipment purchasing, anticipated Factory Acceptance Testing of major components, Site Tests, commencement of test energy and Commercial Operation Date (COD) – including anticipated COD and Guaranteed COD.
- iii) For projects or operations requiring water or make-up water, description of the water supply requirements and provisions for supply.
- iv) Description of whether and to what extent any environmental studies have been carried out with respect to the proposed project and how compliance with the California Environmental Quality Act (CEQA), or National Environmental Policy Act (NEPA), as applicable, might be effectuated. If the Project is located outside California, explain how Title 14 Section 15277 of the California Administrative Code is or will be addressed by the project.
- v) Note that any Test Energy delivered before the COD shall be curtailable at any time by SCPPA without compensation.
- vi) If applicable, note that the project shall be certified as renewable-compliant by the California Energy Commission no later than 6 months after COD.
- vii) If applicable, note that the project shall be Western Renewable Energy Generation Information System (WREGIS)-certified, no later than 3 months before COD.

### 4. VOLUME III – Business Proposal

#### a. Chapter 1: Pricing Structure

- i) Describe pricing structure for energy products.

#### b. Chapter 2: Financing and Tax Equity Investor

- i) Describe how the project will be financed such as by parent company, backflip leverage, Yieldco Structure, or otherwise.

#### c. Chapter 3: Credit Support and Security

- i) Express in nominal dollars the amount of Performance Assurance provided from execution of the Energy Storage Agreement through COD and the amount of Performance Assurance provided after Commercial Operation Date. SCPPA requires the security to be in the form of a letter of credit in a form satisfactory to SCPPA, from a U.S. bank having a minimum long-term credit rating (corporate or long-term senior unsecured debt) of (i) “A2” or higher by Moody’s Investors Service, Inc. and “A” or higher by Standard & Poor’s, if rated by both rating agencies; or (ii) “A2” or higher by Moody’s Investors Service, Inc. or “A” or higher by Standard & Poor’s, if rated by only one rating agency and, in addition to (i) or (ii), as applicable, (iii) has not suffered a Downgrade Event. For purposes of this section, a Downgrade Event means, with respect to a financial institution, or a provider of a letter of credit hereunder, (i) the failure of such financial institution to maintain the credit rating or any required organizational status, or (ii) the commencement by such a financial institution of

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involuntary or voluntary bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar proceeding (whether under any present or future statute, law or regulation), or (iii) the termination of the relationship with such financial institution or provider of such letter of credit by SCPPA or any of its members participating in the project, as applicable, pursuant to any requirements of law applicable to SCPPA or such participating member.

**d. Chapter 4: Operation and Maintenance; Ownership**

- i) If the resource will require augmentation during the term of the proposed contract, specify the proposed augmentation schedule. If a Long-Term Service Agreement (LTSA) is proposed, identify the scope of services, guarantees, pricing, and terms associated with the LTSA.

### 5. CONFLICTS OF INTEREST AND COLLUSION

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

## VI. CLARIFICATION QUESTIONS AND COMMUNICATIONS

The deadline to submit clarification questions on this RFP is specified in Section IV of this RFP. Clarification questions regarding this RFP must be in writing via email addressed to: [StandalonestorageRFP@scppa.org](mailto:StandalonestorageRFP@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 the solicitation at <http://scppa.org/page/RFPs-ResourceProject> as soon as practicable after the date received but no later than the RFP closing date. It is the responsibility of potential Respondents to review this website for any and all postings.

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During the RFP period, communications with SCPPA or its Members, other than in the manner specified in the solicitation, are prohibited. No contact should be made with the SCPPA Board of Directors, SCPPA staff, committees, or working group representatives, or SCPPA Members concerning this RFP. Any verbal or written communications between any Respondent/Seller (potential or actual), or its representatives and SCPPA's Board of Directors or any SCPPA Member's Commissioner, executive management, Council District Office, Councilmembers, Council staffers, elected and non-elected City officials, and bodies that have direct or indirect influence on evaluation, selection, negotiation, and approval, 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 firm from participation in this procurement.

### VII. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

One (1) electronic copy of your proposal and any supporting documentation must be delivered to [StandalonestorageRFP@scppa.org](mailto:StandalonestorageRFP@scppa.org) by no later than **12:00PM (PT) – November 25, 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  
Standalone Energy Storage RFP (2026)  
Attention: Standalone RFP Evaluation Team  
1160 Nicole Court, Glendora, California 91740

Since this is a “**Rolling RFP**”, proposals may be submitted at any time from April 28, 2026, through November 25, 2026. SCPPA reserves the right to review all proposals throughout the process of this rolling RFP, to contact Respondents at any time to conduct interviews, seek clarification regarding one or more proposals, 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, the 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.

Respondent must identify all copyrighted material, trade secrets, or other proprietary information

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

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

### **IX. TERMS AND CONDITIONS**

- a. SCPPA reserves the right to cancel this RFP at any time, to reject all proposals and to waive irregularities.
- b. 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.
- c. SCPPA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
- d. Proposals may be sub-divided or combined with other proposals at SCPPA’s sole discretion.
- e. 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.
- f. 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.
- g. 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.
- h. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, its Member Agencies, their directors, officers, employees, and agents for rejection of their

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proposal(s) or for failure to execute or act on their proposal for any reason.

- i. 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.
- j. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or all costs resulting from responding to this RFP. All such costs whatsoever shall remain the sole responsibility of the Respondent.
- k. SCPPA may require certain performance assurances from Respondents prior to entering into negotiations. Such assurances may potentially include a requirement that Respondents provide some form of performance security.
- l. 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.
- m. SCPPA is not responsible or liable any Member Agencies' 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.
- n. 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.
- o. 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 into any final contract negotiations with SCPPA.
- p. 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.
- q. Respondents understand and acknowledge that proposals submitted in response to this RFP will be valid for a period of twelve (12) months from the "Proposals Deadline" indicated in the RFP Schedule. 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, the Respondent and subcontractors, if any, will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. Such certifications shall be specific to the State of California and must be applicable to the Respondent's services, work and deliverables pursuant to the Agreement. SCPPA or its 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. 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.

**4. 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).

**5. CONTRACTOR-FURNISHED PROPERTY:**

Upon completion of all work under any agreement developed because of this RFP, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the agreement shall automatically be vested to SCPPA and no further agreement will be necessary for the transfer of ownership to SCPPA. SCPPA has the sole right to distribute, reproduce, publish, license, or grant permission to use all or a portion of the deliverable documentation, work product or presentations as it determines in its sole discretion.

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### **6. 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.

### **7. IRAN CONTRACTING ACT OF 2010:**

Respondents must comply with California Public Contract Code Sections 2200-2208 where applicable.

### **8. 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.

### **9. NO DISCRIMINATION:**

Respondent, in submitting a proposal or performing a contract, agrees not to discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, disability, or any other legally protected class, in any manner prohibited by federal, state or local laws.

### **10. NON-INTERFERENCE:**

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

### **11. MEMBER AGENCY-SPECIFIC BUSINESS PRACTICES AND REQUIREMENTS:**

If selected, the Respondent and each of its known subcontractors will be required to comply with all applicable business practices, policies, and ordinances of a Member Agency. For projects in which LADWP will be a participant, please refer to the LADWP Business Policy Forms attached to this RFP as Attachment C. Respondent is responsible for complying with such requirements where applicable.

## **XI. EVALUATION PROCESS**

All Proposals are shared with SCPPA Member Agencies upon receipt. SCPPA shall perform an initial screening evaluation to identify and eliminate any proposals that are, for example, not responsive to the RFP, do not meet the minimum requirements set forth in the RFP, are not economically competitive with other proposals, or are submitted by Respondents that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable services for this RFP. Respondents will be notified if the Proposal is rejected at this stage.

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The remaining Proposals will be evaluated by SCPPA and SCPPA Member Agencies. Each Member will consider and evaluate the Proposals based upon the unique evaluation criteria deemed important to each Member Agency which may include, but are not limited to, the proposed project's price, size, characteristics, location/ interconnection point, schedule, commercial operation date, viability, guarantees, and fit with the Member Agency's resource plan. Based upon the evaluation, a Proposal may be selected for further negotiation, or may be wait-listed for future consideration, or may be rejected, and Respondents will be notified when such determination has been made. SCPPA reserves the right to submit follow-up questions or inquiries, to request clarification of information submitted, and to request additional information from any one or more of the Respondents.

**List of RFP Attachments (Posted as separate documents at <https://scppa.org/rfps-bids/rfps-resourceproject/>)**

Attachment A: Specific Requirements Applicable to Projects in the LADWP BAA.  
Exhibit 1 to Attachment A: ESS Specifications Datasheet

Attachment B: Stand Alone Storage Term Sheet  
Appendix 1 to Attachment B: Milestone Schedule  
Appendix 2 to Attachment B: Expected Capacity  
Appendix 3 to Attachment B: Operating Restrictions

Attachment C: Certain LADWP Business Policy Forms

[End of RFP]