



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

REQUEST FOR PROPOSALS FOR

ENERGY EXCHANGE AGREEMENT

**ISSUANCE
DATE:**

July 20, 2026

**RESPONSE
DEADLINE:**

**5:00PM (PDT)
August 10, 2026**

I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of its Member utilities, is hereby requesting proposals from qualified respondents (Respondents) for Energy Exchange Agreement Pricing, as described below in Section III.

SCPPA seeks information related to the specified Areas of Interest set forth in Section III below, to select Seller.

Responses to this RFP are due on or before **August 10, 2026 at 5:00pm**, as described below in Sections IV and VI.

II. BACKGROUND

SCPPA is a joint powers authority and a public entity organized under the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and through the SCPPA Joint Powers Agreement, for the purposes of planning, financing, developing, acquiring, constructing, operating and maintaining projects for the generation or transmission of electric energy. SCPPA also facilitates joint service contracts, at the request of its Members, to aggregate like project efforts among its Members for the purposes of developing energy efficiency, demand response and resource procurement programs or projects to improve operating efficiencies and reduce costs.

SCPPA Energy Exchange Agreement Pricing RFP: July 20, 2026 – August 10, 2026

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

III. AREAS OF INTEREST

SCPPA and Certain of its Members have expressed interest in Energy Exchange Agreement Pricing to meet the needs of their municipalities as follows:

Projects Covered:

- Linden Wind Energy Project (50 MW)
- Windy Flats/Windy Point Wind Energy Project (262 MW)
- Pebble Springs Wind Project (99 MW)

Delivery Term Start: January 1, 2027

Initial Term: 3 years

1. Overview

SCPPA is requesting pricing proposals from qualified counterparties to ascertain the price for firm energy exchange services for the above-listed wind energy projects. SCPPA requests pricing proposals for an arrangement in which the selected counterparty (Seller) would receive the full hourly output of each facility and, in return, deliver a firm, scheduled quantity of energy to SCPPA at a specified delivery point. Proposals may include all projects, a sub-set of projects, or an individual project.

2. Energy Exchange Structure

2.1 SCPPA Delivered Product

- **Source:** Wind energy generated from each facility.
- **Delivery Point (POI):**
 - Linden: Rock Creek (BPA POR: “Linden POR”)
 - Windy Flats: Rock Creek (BPA POR)

SCPPA Energy Exchange Agreement Pricing RFP: July 20, 2026 – August 10, 2026

- Pebble Springs: Pebble Springs POR (BPA Reservation Point: JNSCNYNAVRN)
- **Delivery Profile:** As-generated, hourly, up to the following maximums:
 - Linden: 50 MW
 - Windy Flats: 262 MW
 - Pebble Springs: 99 MW
- **Environmental Attributes:** Excluded. SCPPA retains all RECs and environmental reporting rights.
- **Transmission to POI:** Arranged and paid for by SCPPA.

2.2 Seller Delivered Product

- **Delivery Point (POD):** Nevada-Oregon Border (NOB), north-to-south.
- **Delivery Profile A:** Firm Off-Peak Hour (Hour Ending 1-6 & 23-24, seven days per week including Sunday, all months).
- **Delivery Profile B:** Firm Limited Off-Peak Hour (Hour Ending 1-6 & 23-24, seven days per week including Sunday, March to October only).
- **Transmission to POD:** Arranged and paid for by the Seller.

3. Energy Neutrality and Adjustments

- The transaction is intended to be **energy-neutral** on an annual basis.
- If actual deliveries differ, the shortfall or surplus will be settled financially using an **Annual Settlement Price**, calculated as a weighted average of the ICE Mid-C Off-Peak Index.
- Adjustments to delivery quantities may be made mid-year by mutual agreement to maintain neutrality.

4. Compensation

4.1 Shaping and Moving Fee

- SCPPA will pay a per-MWh fee for the shaping and delivery of the Seller's firm energy to the POD.
- This is the only monetary compensation for the Seller's energy delivery.

4.2 Residual Product Settlement

- If one party delivers more energy than it receives in a calendar year, the difference will be settled at the Annual Settlement Price.

4.3 Transmission Fee (Pebble Springs only)

- If SCPPA fails to provide the full 67 MW of BPA firm transmission rights, a Transmission Fee will be paid to the Seller based on the BPA Non-Firm Rate.

5. Scheduling and Operations

- **Forecasting:** SCPPA provides hourly forecasts; Seller schedules based on the final forecast.
- **NERC Tagging:** Seller is responsible for tagging all deliveries and must include LADWP (PSE code LAWM01) , Burbank (PSE code BURBT4), and Glendale (PSE code GLNDGL).

6. Term

Respondents must prepare their proposals to address two distinct scenarios, as outlined in this RFP. SCPPA will later determine which scenario will be implemented with the selected Respondent. This determination will depend on whether a separate agreement (outside the scope of this RFP) is extended for the Pebble Springs project. For the purposes of this RFP response, Respondents are required to review and incorporate the Initial Terms for both scenarios described below:

- Scenario 1 (for all three projects):
 - **Initial Term:** January 1, 2027 – December 31, 2029
 - **Delivery Profile A all Projects, and**
 - **Delivery Profile B for Pebble Springs Only**
- Scenario 2:
 - **Pebble Springs only**
 - **Initial Term:** January 1, 2027 – February 28, 2027
 - **Delivery Profile A, and**
 - **Delivery Profile B**

SCPPA Energy Exchange Agreement Pricing RFP: July 20, 2026 – August 10, 2026

AND

- **Linden and Windy Flats**
 - **Initial Term:** January 1, 2027 – December 31, 2029
 - **Delivery Profile A only**

7. Response Requirements

Respondents must provide the following for each scenario:

1. **Shaping and Moving Fee for each project** in \$/MWh for Delivery Profile A as defined in Section 2.2.
2. **Shaping and Moving Fee for Pebble Springs only** in \$/MWh for Delivery Profile B as defined in Section 2.2.

IV. TIMELINE / SCHEDULE*

SCPPA RFP FOR ENERGY EXCHANGE AGREEMENT PRICING SELECTION PROCESS	
SCHEDULE OF REQUIREMENTS	TARGET DATE(S)
Issue RFP	July 20, 2026
Clarification Questions Due	July 27, 2026
Responses to Clarification Questions Due	August 3, 2026
Proposal Deadline	August 10, 2026
Review of Proposals	August 17, 2026
Selection of Respondent(s) for Negotiation	August 19, 2026
Notice of Intent to Award (following contract negotiation, but prior to any Board approval)	September 15, 2026

*Timeline/Schedule is subject to change.

V. PROPOSAL SUBMISSION REQUIRED ELEMENTS

1. TRANSMITTAL LETTER CONTENT:

- A. A brief statement of the Respondent's understanding of the work to be done, including:

SCPPA Energy Exchange Agreement Pricing RFP: July 20, 2026 – August 10, 2026

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

- B. An officer authorized to bind the Respondent must sign the proposal on behalf of the Respondent and must include the following declarations on the transmittal letter:

“This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Respondent has not in any manner sought by collusion to secure for themselves an advantage over any other Respondent.”

2. RESPONDENT INFORMATION:

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

3. PROPOSAL:

Proposals must include a description of the proposed project or program, how it meets (or does not meet) each of the objectives of this RFP, and a detailed description addressing all of the Areas of Interest. Respondents may also include additional services, products, tasks, task elements and/or functions that may not be part of or included in the RFP, but are deemed by the Respondent to be pertinent and potentially valuable to SCPPA or its Members. SCPPA will have full discretionary authority to consider, accept and/or reject without cause such supplemental information that is not directly requested, included in, or made part of the RFP.

4. FEES:

Pricing in all Responses should be made based on good faith estimates of the requirements defined in this RFP. Please include all necessary details of specific examples or estimates of the fees, labor rates and service charges. Describe how the fees, rates or charges will be determined.

5. PROJECT TEAM AND EXPERIENCE:

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

SCPPA Energy Exchange Agreement Pricing RFP: July 20, 2026 – August 10, 2026

- A. Describe your firm's experience as applicable to this RFP, your organizational structure, management qualifications, and other contract related qualifications, including number of years firm has been in business.
- B. Specify key individuals and describe their qualifications, experience and duties related to this RFP, including the office location(s) where work will be performed, in addition to the physical street address referenced above.
- C. Provide a commitment statement for the retention and use of key individuals as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental individuals if key personnel are not available to assure project delivery.
- D. State whether Respondent will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the Respondent shall provide the same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this RFP shall apply to all subcontractors in the same manner as to the Respondent.
- E. Respondent shall indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation or financial stability.

6. MINIMUM QUALIFICATIONS:

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

- A. Describe whether the Respondent has, within the last five (5) years, rendered any service to SCPPA or to any of SCPPA's Members, either as a contractor or subcontractor, either under the current Respondent's name or any other name or organization. If so, please provide details (status as prime or subcontractor, brief description of the contract, contract start and end date, the contract administrator name, and total actual contract expenditures).
- B. If the Respondent has not rendered any service within the last five (5) years to SCPPA or to any of SCPPA's Members, then please provide references over that period with the details described above including the counterparty for which services were provided.

SCPPA Energy Exchange Agreement Pricing RFP: July 20, 2026 – August 10, 2026

- C. Identify existing related or relevant projects, programs, or services provided by Respondent that would demonstrate Respondent's capabilities to provide the projects, programs, or services specified in this RFP.
- D. Describe relevant program development and implementation experience, approach, and provide a list of references for similar projects completed.

7. CONFLICTS OF INTEREST AND COLLUSION

- A. Respondent must address in its Proposal possible conflicts of interest with SCPPA and SCPPA Members. Such conflicts may include, but are not limited to, representation of clients that are adverse to SCPPA or SCPPA Members or the existence of lawsuits between Respondent and SCPPA or SCPPA Members. Although the Respondent will not be automatically disqualified by every circumstance that may raise a conflict of interest, SCPPA reserves the right to consider the nature and extent of such work in evaluating the proposal.
- B. Respondent must not offer nor provide SCPPA's or its Members' respective elected or appointed officials, officers, employees, or representatives with gifts or promises of remuneration, no matter how small, while Respondent's proposal is under consideration.
- C. Respondent must not collude, directly or indirectly, with or among other respondents in regard to the amount, terms, or conditions of its proposals. Respondent must not share its proposal with any other entity other than SCPPA until SCPPA notifies all respondents that negotiations with the successful respondent are complete via SCPPA's Notice of Intent to Award.

VI. CLARIFICATION QUESTIONS AND COMMUNICATIONS

There will not be an initial Respondent's conference associated with this RFP. The deadline to submit clarification questions on this RFP is specified in Section IV of this RFP. All questions should be submitted electronically via email to Wind_Energy_Exchange_RFP@scppa.org referencing **Energy Exchange Agreement Pricing RFP** in the subject line. Answers to questions that SCPPA, at its sole determination and discretion, deems to be substantive or that would place the inquisitor at a distinct and unfair advantage to other potential Respondents will be posted on SCPPA's website alongside the solicitation at <http://scppa.org/page/RFPs-Other> as soon as a practicable after the date received, but no later than **August 3, 2026 at 5:00pm**. It is the responsibility of potential Respondents to review this website for any and all postings.

During the RFP period, communications with SCPPA or its Members other than in the manner specified in this request are prohibited. No contact shall be made with the SCPPA Board of

SCPPA Energy Exchange Agreement Pricing RFP: July 20, 2026 – August 10, 2026

Directors, SCPPA staff, committees, or working group representatives, or SCPPA Members concerning this RFP. Failure to abide by this requirement may result in disqualification of the Proposal.

VII. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

One (1) electronic copy of your response and any supporting documentation must be received by Wind_Energy_Exchange_RFP@scppa.org by no later than **August 10, 2026 at 5:00pm**.

VIII. CONFIDENTIALITY; CALIFORNIA PUBLIC RECORDS ACT

All information received by SCPPA in response to this RFP is subject to the California Public Records Act and may be subject to the California Brown Act and all submissions may be subject to review in the event of an audit. Generally, such information may become subject to public disclosure upon completion of evaluations and release of a Notice of Intent to Award.

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

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

IX. TERMS AND CONDITIONS

1. SCPPA reserves the right to cancel this RFP at any time.
2. 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.
3. Those Respondents who submit information agree to do so without legal recourse against SCPPA, its Members, their directors, officers, employees and agents.

SCPPA Energy Exchange Agreement Pricing RFP: July 20, 2026 – August 10, 2026

4. 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.
5. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
6. SCPPA is not responsible or liable for individual Members' interactions with the Respondent which are not entirely conducted through SCPPA or at SCPPA's option or election to engage the Respondent as defined within the RFP.
7. 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.
8. Information in this RFP is accurate to the best of SCPPA's and its Members' knowledge but is not guaranteed to be correct.

X. ADDITIONAL REQUIREMENTS FOR RESPONSE

1. CONSIDERATION OF RESPONSES:

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

2. INSURANCE, LICENSING, OR OTHER CERTIFICATION:

If selected, the Respondent and any subcontractors performing work under the Agreement will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. Such licenses and certifications shall be specific to the State of California, where applicable, and must be applicable to the Respondent's services, work, and deliverables pursuant to the Agreement. SCPPA or its Members may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.

3. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/AFFIRMATIVE ACTION PLAN:

If selected, the Respondent and each of its known subcontractors may be required to complete and file an acceptable Affirmative Action Plan, if and as required by a SCPPA Member. The Affirmative Action Plan may be set forth in the form required as a business practice by the Department of Water and Power of the City of Los Angeles which is SCPPA's largest Member.

4. LIVING WAGE ORDINANCE:

If selected, the Respondent may be required to comply with the applicable provisions of SCPPA Members' living wage ordinances or requirements. For example, the City of Los Angeles has adopted a Living Wage Ordinance and a Service Contract Workers Retention Ordinance. The Living Wage Ordinance provisions are found in Section 10.36 of the Los Angeles City Administrative Code; and the Service Contract Workers Retention Ordinance are found in Section 10.37 of the Los Angeles Administrative Code (SCWRO/LW0).

5. CHILD SUPPORT POLICY:

If selected, Respondent may be required to comply with Member child support requirements, including the City of Los Angeles Ordinance No. 172401, which requires all contractors and subcontractors performing work to comply with any applicable Wage and Earnings Assignment Orders, Notices of Assignment, and State and Federal employment reporting requirements.

6. SUPPLIER DIVERSITY:

Respondents shall take reasonable steps to ensure that all available business enterprises, including Small Business Enterprises (SBEs), Disabled Veteran Business Enterprises (DVBES), Emerging Business Enterprises (EBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), Lesbian, Gay, Bisexual, or Transgender Business Enterprise (LGBTBEs), and Other Business Enterprises (OBEs) have an equal opportunity to participate in the performance of all work being requested by this RFP. Efforts to obtain participation of these business enterprises may reasonably be expected to produce a twenty-five percent (25%) participation goal for SBEs and a three percent (3%) participation goal for DVBES. The bidder shall assist in implementing this 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. For the purpose of this RFP, SCPPA's Supplier Diversity program is modeled after that of the Los Angeles Department of Water and Power. Further information concerning the Supplier Diversity Program may be obtained from the Supply Chain Services Division of the Los Angeles Department of Water and Power.

7. 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).

8. CONTRACTOR-FURNISHED PROPERTY:

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

be necessary for the transfer of ownership to SCPPA. SCPPA has the sole right to distribute, reproduce, publish, license, or grant permission to use all or a portion of the deliverable documentation, work product or presentations as it determines in its sole discretion.

9. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED:

The Respondent represents that it shall obtain or presently hold a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Article 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Respondent shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

10. 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.

11. EQUAL BENEFITS ORDINANCE:

Unless otherwise exempted in accordance with the provisions of the Los Angeles Ordinance, the Respondent must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO). The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

12. CONTRACTOR RESPONSIBILITY PROGRAM:

Unless otherwise exempt in accordance with the provisions of the Los Angeles Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees.

13. MUNICIPAL LOBBYING ORDINANCE:

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain

lobbying activities, including money received and spent. Therefore, all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's webpage and additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or at the City of Ethics Commission's webpage.

14. 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."

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

Contractors shall make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. All contractors subject to the Los Angeles Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with Los Angeles's Contractor Code of Conduct. The successful Respondent(s) will be required to execute and submit the form titled, "Contractor Code of Conduct".

16. 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.

17. SAFETY COMPLIANCE CERTIFICATE:

The successful Respondent(s) will be required to execute and submit the form titled, "Safety Compliance Certificate". The form certifies that the Respondent has an effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7 and the Respondent agrees that it is fully responsible for the acts and omissions of parties either directly or indirectly employed by the Proposer. Such certification shall be made by the person with the authority and responsibility for implementing and administering Respondent's Injury and Illness Prevention Program.

18. NON-INTERFERENCE:

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

XI. EVALUATION CRITERIA

Proposals will be evaluated according to the following principles:

1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
2. The Proposal will first be assessed as to whether it is complete and meets the minimum qualification requirements on a pass or fail basis.
3. The Proposals will then be evaluated on the basis of pre-defined criteria including the following:
 - a. Competitive Price
 - b. Service Offering
 - c. Completeness
 - d. Experience
 - e. References
4. Depending on whether the SCPPA Board of Directors' ("Board") or Executive Director's approval is required under the SCPPA Procurement Code, the evaluation team will make a recommendation to the Board or Executive Director, and the Board or Executive Director will determine whether to adopt or reject the evaluation team's recommendation.

XII. PROTEST PROCEDURE

1. SCPPA will issue a Notice of Intent to Award to each Respondent via email. Any Respondent receiving the aforementioned Notice of Intent to Award may protest the award. A written protest must be received by the Purchasing Manager via email at PurchasingManager@scppa.org within three (3) working days of the date of the Notice of Intent to Award. The written protest must specify the specific reasons for the protest and provide all relevant documentation.
2. The Purchasing Manager shall review any timely protest and provide the protesting proposer with a written decision regarding the protest within three (3) working days from the receipt of the timely written protest.
3. Any appeal of the Purchasing Manager's decision may be made to the SCPPA Executive Director within three (3) working days of the date of the final decision. The Executive Director will render a decision within three (3) working days from receipt of the timely appeal.
4. The decision of the SCPPA Executive Director may be appealed to the SCPPA Board of Directors. If appealed, the appeal must be filed within three (3) working days of the date of the Executive

SCPPA Energy Exchange Agreement Pricing RFP: July 20, 2026 – August 10, 2026

Director's decision. The Board shall calendar the appeal on its agenda or may refer the matter to a designated hearing officer. The decision of the Board or hearing officer shall be binding and final.

5. In circumstances of urgent need and when it is in the best interest of SCPPA to do so, the Executive Director may dispense with the protest procedure provided for in this section and recommend or make the award of contract in accordance with SCPPA's Procurement Code.
6. The procedure and time limits set forth in this section are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. The Respondent's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code claim or initiation of legal proceedings.