



**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**  
**Request for Proposals for Renewable Energy Resources and**  
**Energy Storage Solutions**

**Issuance Date: January 22, 2021**  
**Response Deadline: December 30, 2021**

**Introduction**

The Southern California Public Power Authority (SCPPA) is soliciting competitive proposals for renewable energy projects or products consistent with the California Renewable Energy Resources Program (Public Resources Code sec. 25740 *et seq.*) and the California Renewables Portfolio Standard Program (Public Utilities Code sec. 399.11 *et seq.*), including amendments enacted by passage of SB 100 (De Leon 2018). SCPPA is targeting proposals for renewable resources with commercial operation or delivery starting in 2024 and beyond towards the pathway to 100% fossil-fuel free electricity by 2045. RFP responses may propose (i) project ownership by SCPPA, (ii) a power purchase agreement with an ownership option or (iii) a power purchase agreement without an ownership option. Effective January 22, 2021 this Request for Proposals (RFP) replaces all previous RFPs for renewable energy projects posted by SCPPA.

An energy storage component may be included with renewable projects as set forth below in Section 3.p.

**Background**

SCPPA is a public agency created by agreement of its Member Agencies pursuant to the Joint Exercise of Powers Act (Government Code sec. 6500 *et seq.*) 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 wherein the Member Agencies can select the projects that they are interested in pursuing. SCPPA can procure resources on behalf of one or more of 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’s (CAISO) Balancing Authority. The Los Angeles Department of Water and Power (LADWP), Burbank, and Glendale are in the LADWP Balancing Authority. The Imperial Irrigation District, however, operates its own Balancing Authority.

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. Member Agencies' electric utilities are governed by their respective city councils or other locally elected governing bodies. Many Members established voluntary renewable targets before SBX1 2 (Simitian 2011) went into effect, including the percentage of renewable energy they wish to obtain within their portfolio. However, with the enactment of California Senate Bill (SB)100, the bill requires that retail sellers and local publicly owned electric utilities procure a minimum quantity of electricity products from eligible renewable energy resources so that the total kWhs of those products sold to their retail end-use customers achieve 44% of retail sales by December 31, 2024, 52% by December 31, 2027, and 60% by December 31, 2030. This bill also states that electric utilities procure eligible renewable energy resources and zero-carbon resources supply for 100% of retail sales of electricity to their end-use customers by December 31, 2045.

SCPPA has an active working group focused on renewable energy development. This group, with representation from all twelve of the Member Agencies, meets once a month and has reviewed over twelve hundred individual proposals since 2007. As a result, over 4000 MWs of capacity are now being or will be delivered through SCPPA resources in support of its Members' renewable objectives.

### **Ownership Participation**

SCPPA is well positioned and experienced in facilitating joint ownership structures for renewable power or other projects for the benefit of its Member Agencies. SCPPA can acquire an ownership interest in a project and sell 100% of the output to interested Member Agencies at its cost. SCPPA would also consider power purchase agreements, either with or without an option to purchase the project during the term of the agreement. There is a strong preference by most of the Member Agencies for an option to purchase a project during the term of a power purchase agreement.

### **RPS and EPS Compliance**

SCPPA continues to seek cost effective resources to support its members' Renewable Portfolio Standard (RPS) objectives for 2024 and beyond. This rolling RFP<sup>1</sup> seeks to find a 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 RECs in Portfolio Content Category 1, which is strongly preferred, or Portfolio Content Category 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 COD and throughout the term of the agreement.

SCPPA requires that during the term of any agreement, the Seller 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 non-compliant with either RPS or EPS. Since this is one of the critical elements of a renewable project or product for SCPPA, please describe how this risk would be assumed and addressed by Seller.

SCPPA will consider Renewable Energy Credit (REC) only proposals for any term.

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<sup>1</sup> See discussion of rolling RFP in Proposal Delivery Requirements

## **Proposal Delivery Requirements**

One electronic copy of your proposal must be e-mailed to [renewablesrfp@scppa.org](mailto:renewablesrfp@scppa.org) or delivered on CD or USB flash drive to the address below by no later than 12:00 p.m. on December 30, 2021:

Southern California Public Power Authority  
Attention: 2021 Renewables RFP  
1160 Nicole Court  
Glendora, California 91740

For general questions, please call the SCPPA offices at (626) 793-9364.

Clarification questions regarding this RFP must be in writing via email addressed to: [renewablesrfp@scppa.org](mailto:renewablesrfp@scppa.org).

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

Since this is a “rolling RFP,” proposals may be submitted at any time during the calendar year 2021 after the issue date. SCPPA reserves the right to review all proposals throughout the process of this rolling RFP, to contact proposers at any time to start negotiations, and to execute one or more agreements before the deadline for delivery of proposals.

Respondents who have previously submitted proposals for consideration may submit updates or revisions to the previous submittals with clearly noted reference to the prior submittal(s) and identify proposed changes, all under a new Transmittal Letter and a new 2021 Term Sheet (Appendix A).

Newly submitted proposals by a prior Respondent may reference required elements from prior proposals that have not changed (such as experience) rather than resubmitting boilerplate information.

No contact may be made with the Board of Directors, Committee Members, or SCPPA Member Agencies concerning this Request for Proposals.

All information received by SCPPA in response to this Request for Proposals is subject to the California Public Records Act and all submissions may be subject to review in the event of an audit.

## **Required Elements of Proposals**

- 1. Transmittal Letter:** Provide a brief statement of the Respondent's understanding of the work to be done and commitment to perform the work as scheduled, including a summary of any exceptions taken to the RFP requirements, statement of work, specifications, and reference to any proposed contractual terms and conditions required by the Respondent. An officer authorized to bind 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. Applicant Information:** Provide the legal name of the company or entity making the proposal, the legal structure or form of the entity (e.g., Corporation, or LLC), physical address, e-mail address, telephone, and names and titles of individuals authorized to represent the Respondent.

**3. Renewable Category:** Clearly identify the proposal as one or more of a combination of the following eligible renewable energy resource electricity products and must comply with the current edition of the California Energy Commission Renewable Portfolio Standard Eligibility Guidebook (CEC Guidebook):

- a. Wind, including all air-flow technologies involving a turbine of any type
- b. Geothermal, including all temperature gradient technologies
- c. Biomass, including dedicated waste feedstock or energy crops,
- d. Biomethane, including landfill, digester gases and gas conversion or gasification technologies where the conversion to electricity occurs on the same premises as the source of fuel
- e. Biomethane of pipeline quality to be delivered and consumed at SCPPA's conventional thermal facilities on the Southern California Gas Company system and/or renewed Intermountain Power Plant on infrastructure to be connected to the Kern River Gas Transmission Company System. Bidders should include in their offers a NAESB base contract and a transaction confirmation proposing term, quantities, point(s) of delivery, price and other relevant terms. Biomethane resources from California are highly recommended. A brief statement describing bidder's experience in conducting natural gas and biomethane transaction are encouraged (SCPPA may issue a separate RFP for biomethane of pipeline quality projects)
- f. Hydro, including all mass-in-motion technologies involving fluids and hydro efficiency improvements.
- g. 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.
- h. Solar Thermal, including all concentration technologies where a heat transfer medium is used to generate electricity
- i. Municipal Solid Waste (MSW) or Waste to Energy technologies that can demonstrate the absence of incineration and are able to obtain certification as a Renewable Resource by the California Energy Commission
- j. Fuel cell utilizing a renewable fuel such as hydrogen that uses green hydrogen technologies.
- k. Permanent Load Shifting (PLS), including energy storage and permanent load-shifting technologies with a total round-trip efficiency generally greater than eighty percent (80%)
- l. Environmental attributes not bundled with energy (Renewable Energy Credits)
- m. Flexible resource, such as wind, solar, and/or geothermal with the ability to ramp up/down to provide reserve margins and other grid benefits
- n. Hydrogen, the production and utilization of green hydrogen technologies
- o. Hybrid projects, resources may be bundled together but pricing options for individual technologies should be itemized
- p. 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 with at least a duration of 4 hours is required. In addition, alternative energy storage capacity and duration options can be offered Options for capacity (MW) or duration (MWh) increases should be itemized separately.
- q. Bundled PCC1 product within CAISO BA, not limited to any specific technology

#### 4. Energy Storage Solutions (ESS):

SCPPA Member Agencies have a strong interest in the rapidly developing energy storage market. All types of energy storage technologies are open for consideration when combined with a qualified renewable energy resource in order to be added into SCPPA member's resource portfolios if they are determined to be cost effective. Members have energy storage targets beyond the targets specified in AB2514. SCPPA members also have higher interests for pilot or R&D ESS projects, if applicable.

#### 5. Project Details: Clearly identify the proposed project, including the following information:

- a. **Project Description:** Project name and location, 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. Please provide all MW increment options available for the project.
- c. **Pricing:** Please provide all pricing structure options available, Prepayment options will not be considered.
  - i) **Variable Index Energy Price Plus Fixed Capacity/REC Price:** Expressed in nominal value (as of the year of COD) in \$/MWh with no escalation thereafter for the value of the capacity and RECs plus a price based on a published market index for the value of the energy. This pricing structure is preferred by some of the member utilities.
  - ii) **Energy Price (variable):** Expressed in nominal dollars (as of the year of COD) in \$/MWh, and itemized by cost components if applicable; the Energy Price will start on the Commercial Operation Date (COD) and may include fixed price annual escalation rates or index plus fixed price component.
  - iii) **Energy Price (fixed):** Expressed in nominal dollar value (as of the year of COD) in \$/MWh, with no escalation. This option is preferred.
  - iv) **Energy Storage Price:** Expressed in nominal dollar value (as of the year of COD) in \$/MWh, with no escalation as a component of a renewable project in an overall PPA and in \$/kW-month for 4-hour systems.
- d. **Delivery Term:** Minimum term is 1 month with no maximum as the various Member Agencies are seeking both short-term and 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, seasonal shapes, resource availability profile (i.e., 8760 wind 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 SCPPA to perform full or partial dispatch, and economic curtailment.
- f. **Buyer's Step in Right:** Include SCPPA's requirement in the proposal that the Buyer may assume or cure any default by developer in the land lease.
- g. **Point of Delivery (POD):** Cost of transmission to a delivery point shall be included in the Cost of Energy to one of the following locations where one or more of the SCPPA Members can receive energy:<sup>2</sup>
  - i) Adelanto Switching Station\*, no earlier than 2026
  - ii) Barren Ridge/Beacon 230 kV\*
  - iii) Big Eddy no earlier than 2024

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<sup>2</sup> PODs with an asterisk are preferred by LADWP.

- iv) CAISO Grid (with preference of SP15)<sup>3</sup>
- v) Crystal 500 kV
- vi) Eldorado 500 kV
- vii) Imperial Valley 230 kV
- viii) Intermountain Power Project (IPP) Station Switchyard\*, no earlier than 2026
- ix) Lugo 500 kV
- x) Marketplace 500 kV\*
- xi) McCullough 230 kV
- xii) McCullough 500 kV\*
- xiii) Mead 230 kV\*, no earlier than 2022
- xiv) Mead 500 kV
- xv) Mid-C no earlier than 2024
- xvi) Mirage 230 kV
- xvii) Mohave 500kV
- xviii) Mona Substation\*, no earlier than 2026
- xix) Navajo 500 kV\*
- xx) NOB\*, no earlier than 2024
- xviii) North Gila 68 kV (ISO 69 kV tie with APS BAA)
- xix) Palo Verde 500 kV switchyard & ISO's Palo Verde/Hassayampa 500 kV tie with SRP BAA
- xx) Sylmar 230 kV\*
- xxi) Rosamond Substation\*, no earlier than 2026
- xxii) Victorville 500 kV
- xxiii) Westwing 500kV

The above listing represents locations where Member Agencies may have existing capacity rights. Other delivery points may be identified by Respondents on the condition that any and all associated costs of transmission ancillary services and scheduling are included up to the Point of Delivery.

Project POD 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. If a pseudo-tie if possible and applicable, provide the \$/MWh price adder for that as well.

**Note:** Project evaluations will include the full cost of delivery to the customers of SCPA Members within Southern California. The point of delivery to the CAISO must indicate whether the project qualifies for Resource Adequacy and/or Local Capacity Requirement capacity benefits.

- h. **Grid Charging:** Specify facility'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. **Environmental Attributes:** Ensure that SCPA shall receive any and all environmental attributes associated with the generating facility and the energy output, including but not limited to renewable energy credits 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).

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<sup>3</sup> CAISO Members prefer PODs to an SP15 pNode.

- j. **Combustion:** For any proposals that involve combustion technologies, provide details on the forecasted emissions, emissions controls, and compliance with applicable emissions regulations.
- k. **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. Preference is given to Category 1 projects.
- l. **Capacity Rights/Shared Facilities:** Ensure that SCPPA shall receive any and all capacity rights associated with the project and/or its produced energy.
  - i) Identify any energy and/or associated project capacity to be provided/committed to parties other than SCPPA.
  - 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.
- l. **Ownership Options:** If the proposal includes an offer of ownership to SCPPA, 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) capture and up to the end of the term, and operational structures (e.g., 100% SCPPA-owned turn-key, corporation, general partnership, limited partnership).
  - i) In the case of an offer of initial ownership to SCPPA, a purchase price at Commercial Operation Date (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) In case of an offer of a Power Purchase Agreement (PPA) with a purchase option, the proposal shall include (a) a delivered energy price, in \$/MWh for the energy, environmental attributes and capacity (as Cost of Energy within Section 5.c.), (b) a buyout price or detailed formula to calculate such a buyout price for each future date on which a buyout would be offered;(c) conditions for buyout, such as expiration of ITC or PTC or other project events; (d) an energy price in \$/MWh without the buyout option, and (e) an energy price in \$/MWh for a \$1 facility buyout option at the end of the project term.
  - iii) For PPAs, terms up to the life of the facility will be considered.
  - iv) No changes to a PPA will be expected during project financing or a change in control event.
- m. **Project Plan to Commercial Operation Date:** Identify the proposed commercial operation date with 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 SCPPA in the event a contract is executed (e.g., reserve or offset land for environmental habitat or reconstruction).
  - iii) Proposed schedule for obtaining construction and operational permits and licenses, and construction financing.
  - iv) 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).

- v) For projects or operations requiring water or make-up 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 (CEQA), which is a requirement before an agreement can be executed by SCPPA, 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 SCPPA without compensation.
- x) Note that the project shall be certified as renewable-compliant by the California Energy Commission no later than 6 months after COD.
- xi) Note that the project shall be WREGIS-certified no later than 3 months before COD.
- n. **Applicable to Renewable Energy Projects only (with or without an energy storage component):** Please provide as much information as possible in the Preliminary 2021 Term Sheet in Appendix A (posted as a separate document).
- o. **Applicable to Battery Energy Storage Solutions (BESS) in LADWP's Balancing Authority only:** Provide as much information as possible in the BESS Specifications for Projects Within LADWP's Balancing Authority in Appendix B (posted as a separate document).
- p. **Financing and Tax Equity Investor:** Describe how the project will be financed such as by parent company, backflip leverage, or some sort of financing Structure.
- q. **Credit Support and Security:** Express in nominal dollars the amount of Performance Assurance provided from execution of the Power Purchase Agreement through COD and the amount of Performance Assurance provided after Commercial Operation Date as a Letter of Credit.
- r. **Buyer Economic and Operational Curtailment:** Express in MWh per year or hours per year the amount Buyer can curtail without compensation.
- s. **Interconnection Agreement:** Provide the status of the project's interconnection agreement and expected timeline for completion.
- t. **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.

**6. Experience:** Clearly identify the Respondent's management team and other key personnel including those responsible for design, construction, permitting, operations, and maintenance.

- a. Describe your firm's organizational structure, management qualifications, and other contract related qualifications, including number of years the firm has been in business.
- b. Specify key employees 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.
- c. 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. 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.



- d. 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.
- e. Indicate any and all pending litigation that could affect the viability of Respondent's proposal or Respondent's financial stability.
- f. 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.
- g. 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. Subcontractors shall not be allowed to further subcontract with others for work on this program. The provisions of this contract shall apply to all subcontractors in the same manner as to the Respondent.
- h. Describe the project/generation technology and technical resource data, including any studies or reports regarding the resource.

## **Terms and Conditions**

1. If selected, SCPPA desires to enter into exclusive negotiations with respondent as may be facilitated through an execution of a Letter of Intent (LOI), Exclusivity Agreement or other agreements.
2. SCPPA reserves the right to cancel this RFP at any time, reject any and all proposals, and to waive irregularities, if any.
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 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.
6. SCPPA reserves the right to submit follow up questions or inquiries to request clarification of information submitted and to request additional information from any Respondent.
7. SCPPA reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to the Respondent, or to make any award to that Respondent, who, in the opinion of SCPPA, will provide the most value to SCPPA and its Members.

8. 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.
9. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, its Members, their directors, officers, employees and agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason.
10. SCPPA shall not be liable to any Respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP.
11. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
12. SCPPA may require certain performance assurances from Respondents prior to entering into negotiations for work that may result from this RFP. Such assurances may potentially include a requirement that Respondents provide some form of performance security. Performance security shall be in the form of a Letter of Credit.
13. Prior to contract award, the successful Respondent may be asked to supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.
14. SCPPA Members, either collectively or individually may contact Respondents to discuss or enter into negotiations regarding a proposal. SCPPA is not responsible or liable for individual Members interactions with the Respondent which are not entirely conducted through SCPPA or at SCPPA's option or election to engage the Respondent as defined within the RFP.
15. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
16. Information in this RFP is accurate to the best of SCPPA's and its Members' knowledge but is not guaranteed to be correct. Respondents are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with SCPPA.
17. SCPPA reserves the right to enter into an agreement with more than one Respondent, to choose not to contract 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.
18. SCPPA reserves the right to negotiate definitive agreements including but not limited to power purchase agreements and other agreements with a Respondent with any and all terms and conditions that SCPPA and/or its Members deem appropriate or desirable, whether or not such terms or conditions are specifically set forth in this RFP.

SCPPA reserves the right to propose that other publicly owned utilities that are not SCPPA Member Agencies be included in certain contracts.

## **Additional Requirements for Proposal**

1. **Consideration of Responses:** Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Proposals submitted in hardcopy form 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. (Applicable when LADWP is a potential project participant)
2. **Insurance, Licensing, or other Certification:** If selected, the Respondent will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. 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. 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. (Applicable when LADWP is a potential project participant)
4. **Prevailing Wage Rates:** If selected, the Respondent will be required to conform to prevailing wage rates when applicable to the work being performed. Workers in California shall be paid not less than prevailing wages pursuant to determinations of the Director of Industrial Relations as applicable in accordance with the California Labor Code. To access the most current information on effective determination rates, Respondent shall contact:

Department of Industrial Relations  
Division of Labor Statistics and Research  
PO Box 420603, San Francisco, CA 94142-0603  
Division Office Telephone: (415) 703-4780  
Prevailing Wage Unit Telephone: (415) 703-4774  
Web: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

5. **Child Support Policy:** If selected, Respondent may be required to comply with the City of Los Angeles Ordinance No. 172401, which requires all contractors and subcontractors performing work to comply with all reporting requirements and wage-earning assignments and wage-earning assignments relative to court ordered child support. (Applicable when LADWP is a potential project participant)
6. **Supplier Diversity:** Respondents may be required to take reasonable steps to ensure that all available business enterprises, including Small Business Enterprises (SBEs), Disadvantaged Business Enterprises (DBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disabled Veteran Business Enterprises (DVBES), Lesbian, Gay, bisexual, or Transgender Business Enterprise (LGBTBE) and other Business Enterprises (OBEs), have an equal opportunity to compete for and participate in the 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 three percent (3%) for DVBES. 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. (Applicable when LADWP is a potential project participant)

7. **Equal Benefits Ordinance:** If selected, the Respondent may be required to comply with the City of Los Angeles requirements of the Equal Benefits Ordinance (“EBO”), codified at Los Angeles Administrative Code (“LAAC”) §10.8.2.1, which requires the Respondent who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. (Applicable when LADWP is a potential project participant)
8. **Contractor Responsibility Ordinance:** If selected, the Respondent may be required to comply with the City of Los Angeles requirements of the Contractor Responsibility Ordinance (“CRO”), codified at LAAC §10.40 et seq., which requires the Respondent and each of its subcontractors to comply with all federal, state, and local laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees. (Applicable when LADWP is a potential project participant)
9. **Sweat-Free Procurement Ordinance:** If selected, the Respondent may be required to comply with the requirements of the Sweat-Free Procurement Ordinance (“SFPO”), codified at LAAC §10.43 et seq., which requires the Respondent and each of its subcontractors to shun sweatshop practices and adhere to workplace and wage laws. (Applicable when LADWP is a potential project participant)
10. **Iran Contracting Act of 2010:** If selected, the Respondent may be required to comply with California Public Contract Code Sections 2200-2208, wherein all bidders submitting proposals for, entering into, or renewing contracts with Buyer for goods and services estimated at one million dollars (\$1,000,000) or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit”.
11. **Los Angeles Municipal Lobbying Ordinance:** If selected, the Respondent may be required to comply with the requirements and prohibitions established in the Los Angeles Municipal Lobby Ordinance if the Respondent qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02. (Applicable when LADWP is a potential project participant)
12. **SCPPA-Furnished Property:** SCPPA or a Member's utility drawings, specifications, and other media furnished for the Respondent's use shall not be furnished to others without written authorization from SCPPA or the applicable Member(s).
13. **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.