2026 All-Source

REQUEST FOR PROPOSALS (RFP)

SOUTHWEST PUBLIC POWER AGENCY

September 2, 2026

Table of Contents

1. Purpose and Scope

Southwest Public Power Agency, Inc. (“SPPA”) is seeking submissions for additional capacity resources to supply the needs of its customers and comply with upcoming planning reserve margin requirements.

SPPA is issuing this 2026 All-Source Request for Proposals (RFP) to seek the following:

- Capacity projects, as needed, for **Summer 2028** to address load forecast changes and support customer demand.
- Up to **250 MW, with a minimum size of 25 MW blocks**, of resources which will provide reliable capacity to meet year-round peak needs, overnight energy, reserve margin and the growing demand needs of large-load data centers.

SPPA is a Joint Action Agency and political subdivision of the state, authorized under Arizona state law, which manages pooled power resources on behalf of its members and facilitates the procurement of energy required to serve customer load.

2. Requested Proposal

SPPA will consider resources that can provide at least 25 MW of nameplate capacity. SPPA will consider proposals for capacity provided by eligible resources, including but not limited to, solar and/or wind paired with energy storage, grid charged energy storage, natural gas combined cycle, natural gas simple cycle, combustion turbines, reciprocating engines, and geothermal. If the project includes battery storage, the proposal should provide pricing for 4-hr and 8-hr configurations. Providing pricing for 4-hr and 8-hr configurations of the same main project does not constitute submission of an “alternate proposal”. Resources that offer dispatch flexibility provide the greatest value to SPPA and are preferred.

For each proposal that includes carbon-free resources paired with storage, respondents should also submit alternate pricing that does not include storage. This pricing information that excludes storage does not count as an “alternate proposal.

SPPA will contemplate point(s) of delivery as identified by Respondent. SPPA has a preference for points of delivery [where?]

Potential respondents wishing to submit proposals for a technology not listed above should submit questions to **rfp@sppa.biz.**

To be considered, all proposals must provide all information and materials required under this RFP. SPPA will review proposals relating to its current resource plan and may elect, for any reason, not to pursue a transaction.

3. Schedule

Milestone	Date/Time (PDT)
RFP Issued	September 2, 2026
Pre-Bid Information Due Date a. Notice of Intent to Respond b. Executed Non-Disclosure Agreement	September 14, 2026
Proposals Due	September 22, 2026 – 5:00 PM PDT
Short List Notification	November 5, 2026 – 12:00 PM PDT

SPPA reserves the right to adjust this schedule as needed.

4. Proposal Content and Submission Instructions

A. By submitting a proposal in response to this RFP, the respondent acknowledges and agrees that: (1) it has or will obtain the transmission necessary to effect delivery of the energy to the point of delivery identified in a proposal (if applicable); and (2) its final proposal constitutes an offer that shall remain irrevocable until the conclusion of SPPA's evaluation process at which time SPPA may select a respondent with whom to finalize the terms of a transaction.

B. Respondents must ensure that all information required in the submittal checklist (Attachment A) is included with the proposal. Proposals that do not contain all required information or do not fully reflect the specifics of the checklist will be considered non-responsive and will not be further evaluated. In addition to the required information, respondents should include with their proposals any information that may be needed for a thorough understanding or evaluation of their proposals.

C. Proposals, including all attachments and exhibits, must be received on or before 5:00 PM (Arizona time) the Proposal Due Date listed in Section III - Schedule. Proposals received after this time will not be accepted.

D. All proposals, attachments and exhibits become the property of SPPA and will not be returned.

E. SPPA's business ethics policy prohibits members of SPPA's governing bodies, its officers and employees and their family members from accepting any gift or benefit offered in an attempt to influence a purchasing decision. By submitting a proposal, the respondent agrees not to give or offer any gifts or items of value to any such persons.

5. Changes to RFP, Schedules, and Addenda

SPPA reserves the right to revise, suspend, or terminate this RFP process and to revise any related attachment or schedule related to it at its sole discretion without liability to persons or entities receiving or responding to this RFP. Changes regarding the status, schedule or other communications related to this RFP will be communicated to the contacts identified by the respondents on the Notice of Intent to Respond.

6. Master Agreement

Respondents submitting proposals for which SPPA wishes to pursue negotiations will be sent a pro forma agreement containing the terms and conditions acceptable to SPPA. SPPA understands that respondents may desire to modify the pro forma agreement and anticipates negotiating with selected respondents to develop documents acceptable to both parties. SPPA will not be posting or otherwise providing a pro forma agreement or term sheet prior to the shortlisting process.

7. Confidentiality

A Nondisclosure Agreement is included with this RFP (see Attachment B) for reference only. Edits to the Nondisclosure Agreement will not be accepted. The Nondisclosure Agreement must be signed via DocuSign and a pdf of the fully executed agreement emailed with the Notice of Intent to Respond on or before September 14, 2026 5:00 PM (Arizona time) on the Pre-Bid Information Due Date specified in section 3.

8. Evaluation of Proposals

Respondents' proposals must include sufficient detail to evaluate all charges associated with the proposal. Respondents are advised that proposals from entities that meet minimum credit criteria will be evaluated considering a number of factors including, but not limited to, capacity contribution, flexibility, resource diversity, capacity cost, energy cost, and location.

The evaluation process will include, among other things, a review of transmission and/or distribution interconnection and access, project location, evidence of site control, evidence that any necessary permits or authorizations will be obtained in sufficient time to meet the desired commercial operation date, evidence of respondent's ability to finance construction of the project and feasibility of proposed construction schedule (if applicable).

Respondents must state whether their offers are subject to any internal, governmental or third-party approvals or any other conditions, specifically identify such approvals and conditions, provide the status of such approvals or conditions, and provide a schedule for receipt of such approvals or satisfaction of such conditions.

Selection and elimination of proposals and subsequent notification of respondents at all stages of the evaluation will remain entirely at SPPA's discretion. SPPA's intent is to notify respondents of those proposals that are eliminated from further consideration within a reasonable amount of time, which will be determined by SPPA at its sole discretion.

9. Execution of Contracts

SPPA reserves the right to negotiate with any number of respondents. SPPA reserves the right to reject any or all offers if SPPA determines that such offers are not in the best interests of its customers. SPPA's acceptance of any offer is subject to approval by SPPA's Board of Directors.

Those respondents that submit proposals do so without legal recourse against SPPA, its Board of Directors, management, employees, agents, or contractors based on SPPA's rejection in whole or part of their proposal or for failure to execute any agreement. SPPA shall not be liable to any respondent or to any other party, in law or equity, for any reason whatsoever relating to SPPA's acts or omissions arising out of or in connection with this RFP.

SPPA reserves the right to determine the final contract instrument(s) for any transaction, each of which may be subject to approval by SPPA's Board of Directors.

10. Questions

All questions regarding this RFP must be submitted via email to:

Contact Name: SPPA RFP Team
Email Address: rfp@sppa.biz

Questions must be submitted by: September 11, 2026 9:30 AM PDT

SPPA appreciates your interest in this opportunity and looks forward to reviewing your proposal.

11. Attachments

Attachment A

Notice of Intent to Respond

Notice of Intent to Respond Date:	

BIDDING COMPANY INFORMATION

Company Name:	
Company Location: Street Address, City, State, Zip	
Company Representative:	
Email of Representative:	
Phone # of Representative:	
Emails of Other Company Representatives:	
Estimated # of Bids:	
Notes:	

Submit the Notice of Intent to Respond to the SPPA RFP Team at rfp@sppa.biz by no later than 5:00 P.M. PDT on September 14, 2026.

Attachment B

Non-Disclosure Agreement

Southwest Public Power Agency, Inc.

160 N. Pasadena, Suite 101
Mesa, AZ 85201

[Counterparty]

[Effective Date]

Southwest Public Power Agency, Inc. Non-Disclosure Agreement with __________ Regarding SPPA All-Source RFP

Southwest Public Power Agency, Inc., a political subdivision of the State of Arizona, ("SPPA") and _________________, a [state and entity type] ("Counterparty") (together with its direct and indirect affiliates and subsidiaries), (and together with SPPA, each a "Party" and collectively, the "Parties") are prepared to furnish certain information concerning the Party's business, electric supplies, financial arrangements, financial condition, operations, assets and liabilities, including information that may be either nonpublic, confidential or proprietary in nature, conspicuously identified by the disclosing party as "Confidential" (collectively, the "Evaluation Material"), in connection with the anticipated evaluation of SPPA obtaining capacity and associated energy from suitable response(s) to its All-Source RFP (the "Transaction"). For purposes of this Agreement, "Representatives" shall mean, as to Counterparty, its affiliates and its and their respective directors, officers, employees, consultants and legal counsel who have a need to know the Evaluation Material and, as to SPPA, its directors, officers, employees, and consultants and legal counsel, as well as directors, officers, employees, and consultants and legal counsel of each of SPPA's members and participants. Parties shall treat confidentially, and direct Representatives to treat confidentially, in accordance with the provisions set forth hereunder, any and all Evaluation Material identified by the disclosing Party as "Confidential" and furnished to the other Party (or any Representatives on Party's behalf) by or on behalf of the disclosing Party, irrespective of the form of communication, and take or abstain from taking certain other actions as set forth hereunder.

Definition of Evaluation Material. The term "Evaluation Material" shall be deemed to include all confidential documents, banking records, notes, analyses, summaries, compilations, studies, interpretations, reports, forecasts, financial statements, memoranda or any other written or electronic materials prepared by receiving Party or its Representatives to the extent containing, reflecting or based upon, in whole or in part, the Evaluation Material and marked as Confidential. Any confidential information shared orally or visually that is to be identified as Evaluation

Material shall be done so by sending receiving Party a written notice within five business days of initial oral/visual transmission. Nothing contained in this Agreement shall be construed as granting receiving Party or its Representatives any rights, by license or otherwise, to any Evaluation Material, other than as expressly set forth herein. However, the term "Evaluation Material" does not include any information that (a) at the time of disclosure, is, or thereafter becomes, known and available to the public, other than as a result of a disclosure by receiving Party or its Representatives, (b) is already in receiving Party's or its Representatives' possession or becomes available on a nonconfidential basis from a source other than the disclosing Party or its Representatives, agents or advisors (provided, however, that such source is not known to be bound by a contractual, legal or fiduciary obligation of confidentiality to the disclosing Party or any of its affiliates with respect to such information) or (c) has been independently developed by or for receiving Party or its Representatives without violation of this Agreement and without any reference to or use of any Evaluation Material.

Confidentiality and Nonuse of Evaluation Material. Parties shall, to the extent permitted by law, keep the Evaluation Material confidential and shall not use any of the Evaluation Material other than solely for the purpose of evaluating or negotiating the Transaction and not in any manner that is detrimental to the disclosing Party. Receiving Party shall direct all of its Representatives on the confidential nature of the Evaluation Material. Receiving Party shall cause all of its controlled Representatives, and direct all of its third-party Representatives, to adhere to the nonuse and nondisclosure obligations under this Agreement as if they were parties hereto. Receiving Party shall promptly notify the disclosing Party of any breach of this Agreement of which it has knowledge, and shall fully cooperate with the disclosing Party in any effort to enforce the disclosing Party's rights in relation to any such breach. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. Receiving Party shall (at its sole expense) undertake all commercially reasonable precautions to safeguard and protect the confidentiality of the Evaluation Material to the same, or better, extent that it protects its own confidential information, and shall restrain its Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material.

Legally Required Disclosures. In the event that receiving Party or any of its Representatives are required by law or requested by United States governmental authority to disclose all or any part of the information contained in the Evaluation Material, receiving Party shall promptly, to the extent legally permitted, use best efforts to notify the disclosing Party in writing of the request so that the disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the applicable provisions of the agreements contained in this Agreement. Receiving Party shall cooperate reasonably (and shall cause its relevant Representatives to cooperate reasonably) with the disclosing Party in its efforts to obtain a protective order. Receiving Party also agrees, to the extent legally permissible, to provide (and to cause its relevant Representatives to provide) the disclosing Party, in advance of any such disclosure, with a list of any Evaluation Material receiving Party (or its Representatives) intends to disclose. In the absence of such protective order or other remedy or such receipt of a waiver by the disclosing Party, if receiving Party is nonetheless required by law or requested by United States governmental authority (as reasonably determined in the opinion of its counsel) to disclose the Evaluation Material, receiving Party may disclose only such minimal portion of the Evaluation Material as is required by law or requested by United States governmental authority. Notwithstanding anything to the contrary contained in this Agreement, the receiving Party and its

Representatives may disclose Evaluation Material, without notice to the disclosing Party, to its auditors, and to any governmental agency, regulatory authority or self-regulatory authority (including, without limitation, bank and securities examiners) having or claiming to have authority to regulate or oversee any aspect of the receiving Party's business or that of its Representatives in connection with the exercise of such authority or claimed authority.

Open Meeting, Public Records and Record Retention Limitations. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that: (a) SPPA is a political subdivision of the State of Arizona and, as such, is subject to Arizona law related to open meetings, public records and record retention; (b) SPPA is governed by a board of directors and is required by law to conduct meetings of the board that are open to the public; (c) most documents and electronic information provided to SPPA will be considered public records and must be made available to members of the public upon request; and (d) this Agreement may be reviewed and approved by the SPPA board of directors in an open meeting and be a public record. Disclosure by SPPA in compliance with the Arizona Public Records Law (A.R.S. § 39-121 et seq.) or the Arizona Open Meeting Law (A.R.S. § 38-431 et seq.) shall not constitute a breach of this Agreement.

Retention of Evaluation Material. The receiving Party and its Representatives receiving Evaluation Material pursuant to this Agreement may retain limited copies of Evaluation Material to the extent retention is required to comply with receiving Party's and such Representatives' record retention procedures, any applicable legal or regulatory requirement or process of law, or as may be automatically archived as part of receiving Party's and such Representatives' electronic backup storage system.

No Obligation. SPPA shall have the right at any time to accept or reject any potential service arrangement, study, proposal, or agreement, and to terminate discussions and negotiations, in each case, for no reason or any reason whatsoever, in its sole and absolute discretion.

Injunctive Relief. Money damages and other remedies at law may not be a sufficient remedy for any actual or threatened breach by receiving Party or any of its Representatives of any agreements contained in this Agreement, and therefore the seeking of specific performance and injunctive or other equitable relief shall be a right and entitlement of the disclosing Party as a remedy for any actual or threatened breach of this Agreement without proof of actual damages or irreparable harm. Receiving Party shall waive, and shall direct its Representatives to waive, any requirement for the securing or posting of any bond in connection with equitable relief sought by a Party pursuant to the foregoing sentence. The foregoing remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity to the disclosing Party. If any action or proceeding is brought to enforce or interpret this Agreement (whether at law or in equity) before a court of competent jurisdiction, the prevailing Party, as determined by a court of competent jurisdiction in a final, non-appealable judgment, will be entitled to recover from the nonprevailing Party any documented and reasonable costs and expenses (including documented and reasonable attorneys' fees) incurred by the prevailing Party in connection with such action or proceeding and enforcing any judgment or order obtained therefrom and to pursue the recovery of all damages, losses and liabilities related thereto. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any indirect, incidental, special or consequential damages.

Governance. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona without giving effect to the principles of conflict of laws thereof. Each Party hereby irrevocably and unconditionally consents to personal jurisdiction in, and agrees that venue for any action to enforce the provisions of this Agreement shall be properly laid in any federal or state court located in Arizona, and service of any process, summons, notice or document by U.S. registered mail to its address set forth below shall be effective service of process for any action, suit or proceeding brought against such Party in any such court. Neither Party shall plead or claim that any such action, suit or proceeding has been brought in an inconvenient forum, and neither Party shall commence any action, suit or proceeding in connection with this Agreement and the transactions contemplated hereby except in such courts.

Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR IN CONNECTION TO THIS AGREEMENT.

Assignment. Neither Party may assign any of its rights under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and voided. Notwithstanding the foregoing, such assignment shall be permitted, without consent, (i) to an entity that acquires all or substantially all of the assets of a Party, or (ii) to a successor to a Party by merger, consolidation or operation of law.

Amendments and Waivers. This Agreement may be modified or waived only by a separate writing executed by the Parties expressly so modifying or waiving such agreement. No failure or delay by either Party in exercising any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

Notices. All notices must be in writing and addressed to the relevant Party at its address as listed at the beginning of this document (or to such other address that the Party specifies in accordance with this Section). All notices must be personally delivered or sent prepaid by nationally recognized courier, and are effective upon receipt. Notice by email will only be deemed effective if receipt is confirmed by recipient by return email.

Miscellaneous. This Agreement shall terminate on the second anniversary of the date hereof. This Agreement may be signed by electronic means (including PDF) and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. This Agreement contains the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, understandings and discussions between the Parties regarding such matters. If any provision of this Agreement is later deemed to be invalid, illegal or unenforceable, it shall not affect any other provision of this Agreement, and the validity, legality and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to such persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. In the case of any such invalidity, illegality or unenforceability, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and this Agreement. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

SPPA:

Southwest Public Power Agency, Inc.
160 N. Pasadena, Suite 101
Mesa, AZ 85201
Attention:
Email:

By: ____________________________

Name:
Title:
Date:

Counterparty:

[contact address]

By:____________________________

Name:
Title:
Date:

Attachment C

Credit Questionnaire

1. Please provide the transacting entity's legal name and address, if available, and credit and contract contact information.

2. Please provide a certified copy of the transacting entity's charter documents (articles of incorporation, articles of organization, etc.).

3. Please provide a description of the transacting entity's legal structure along with an organizational chart.

4. Please indicate if the transacting entity/parent/affiliate is rated investment grade or higher by S&P or Moody's.
    a. SPPA requests credit support in the form of a guaranty from an investment grade entity, or collateral in the form of cash margin or a letter of credit, in order to cover seller side obligations under any such agreement. While contractual obligations may vary based on the project proposed, the transacting entity can estimate potential security during project construction of approximately $160-190/kW and security during project operation of approximately $160-190/kW. Please describe how the transacting entity anticipates meeting this requirement.

5. Please attach or provide a PDF or link to most recent audited annual reports.

6. Please provide an explanation of the transacting entity's experience associated with utility scale energy projects (5MW+).

7. Please provide biographies/background for the transacting entity's executive management and project team.

Attachment D

Project Description

Proposal for minimum of 25 MW of Resource

- Pricing (tolling agreement, asset purchase price, $/MWh, $/kW-mo, etc.), inclusive of any wheeling charges (if applicable)
- Term
- Expected project timeline and commercial operation date
- Site location and description of site control
- Description and status of required permits
- Description of equipment procurement process and any limitations due to ethical considerations (e.g., forced labor) in mining and manufacturing of key components
- Point of delivery and description of transmission rights to point of delivery
- Description and status of transmission interconnection
- System feasibility studies (if applicable)
- Overview of key system components
    - Solar (panel type, manufacturer, rating, warranties)
    - Combustion Turbine (type, manufacturer, summer/winter rating, heat rate)
    - Combined Cycle (type, manufacturer, summer/winter rating)
    - Battery (manufacturer and chemical type, inverter manufacturer and rating, warranties)
    - Non-battery energy storage (manufacturer, major system components, summer/winter ratings)
    - Plant controls and monitoring (manufacturers, major components)
- Description of system performance characteristics
    - Thermal generation starts and stops assumed
    - Thermal generation heat rate and ramp rate
    - Resource water usage
    - Resource emission profile (CO, CO2, NOx, SO2, VOC, PM10)
    - Expected degradation of solar
    - ESS discharge duration and nameplate rating
    - AC or DC coupled
    - Battery discharges/cycles assumed per year
    - Round trip efficiency as measured at the POI. Roundtrip efficiency should include losses from the BESS to POI, auxiliary loads that will be captured in the calculation of round-trip efficiency but should not include station use

loads such control systems, solar facility tracking equipment, and other electrical loads
    - Battery degradation assumption
    - ESS dispatch/operational constraints or limitations, including average, resting, minimum, or maximum SOC limits
    - Augmentation schedule (if augmentation proposed)
    - Ramp rate
    - Expected auxiliary load consumption
    - ESS dispatch/operational constraints or limitations
    - Renewable energy profile, in the form of 8760 hourly data
    - Capability of utility dispatch control
    - Required operation conditions
    - Minimum availability guarantee or energy guarantee
- Experience with proposed resource
    - Summary of experience with specific technology proposed
    - Systems in operation or under development (size, location, years in service)