

**California Community Power
2021 Request for Offers
for
Firm Clean Energy Resources**

RFO RELEASE DATE: October 25, 2021

RESPONSE DEADLINE: December 13, 2021 at 5:00 PM PST

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1 General Information

1.1 Introduction & Purpose

On behalf of Central Coast Community Energy, CleanPowerSF, East Bay Community Energy, MCE, Peninsula Clean Energy, Redwood Coast Energy Authority, San Jose Clean Energy, Silicon Valley Clean Energy, Sonoma Clean Power and Valley Clean Energy (collectively, the "Joint CCAs"), California Community Power ("CCPower") hereby issues this Request for Offers ("RFO") for the sale of firm clean resources ("FCR") as defined in more detail in California Public Utilities Commission ("CPUC") Decision 21-06-35, Ordering Paragraph 2(b) (OP 2(b)), as well as existing resources that otherwise meet the requirements of OP 2(b).¹ CCPower is seeking to acquire up to 200 MWs of FCR through one or more Projects, with deliveries beginning no later than June 1, 2026.

Information specific to each of the CCAs listed above can be found at their respective websites.

1.2 Joint RFO Documents

This RFO document consists of a main body and seven (7) Appendices, one of which (Appendix A) will be made available no later than November 15, 2021. The main body (i) offers general information pertaining to this RFO, (ii) describes the purpose and drivers of this RFO and provides high-level considerations for Offerors, (iii) includes a milestone schedule for this RFO, (iv) sets forth terms governing the preparation and submission of offers and RFO-related communications with CCPower, and (v) provides a high-level overview of the process for evaluating and selecting offers submitted in response to this RFO.

The Appendices are as follows:

- Appendix A - Offer Form (To be made available by November 15, 2021)
- Appendix B - Pro Forma Term Sheet (Separately Posted)
- Appendix C - Reservation of Rights
- Appendix D - Exclusivity Agreement (To be made available by November 15, 2021)
- Appendix E – Additional Questions Related to Labor, Permitting, Environmental Issues, Supply Chain, and Disadvantaged Communities
- Appendix F – Instructions for Geospatial Footprint
- Appendix G – Enhanced Conditions

Offerors are responsible for familiarizing themselves with and being fully aware of the terms of this RFO, including the terms of each Appendix.

¹ <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M389/K603/389603637.PDF>

1.3 RFO Website

This RFO and related materials and information will be posted on a CCPower RFO website at <https://cacommunitypower.org/solicitations/>. The website will be updated from time-to-time with additional information related to this RFO. Interested persons and Offerors are responsible for monitoring the websites to ensure the timely receipt of information about this RFO.

1.4 RFO Administrator

The RFO Administrator is CCPower. San Jose Clean Energy ("SJCE") will undertake the day-to-day administration subject to direction by CCPower, and the CCPower board.

The RFO Administrator’s responsibilities include (i) acting as a liaison between the participants in this RFO and the Joint CCAs on all RFO-related matters, (ii) ensuring that Offeror questions CCPower receives in a timely manner are addressed in an appropriate manner, (iii) receiving, recording and maintaining offers, and (iv) managing other administrative matters relating to this RFO.

As detailed in Section 3.4 below, all questions, requests, and other inquiries or communications from or on behalf of Offerors to CCPower or the Joint CCAs about this RFO must be directed in email to the RFO Administrator.

The contact information for the RFO Administrator is:

Kelly Morris, SJCE Power Resources Specialist II

Email: solicitations@cacommunitypower.org

2 RFO Overview

2.1 Eligible Project, Products Sought, and Requirements

Offers submitted pursuant to this RFO will be evaluated for their ability to meet CCPower’s capacity target in accordance with the terms of this RFO. The evaluation is based on a best fit and value at the lowest reasonable cost, considering, without limitation, cost, reliability, risk mitigation, and other relevant factors including the ability to provide enhanced grid reliability.

Table 2.1

Eligible Project	Either: <ol style="list-style-type: none"> 1) A new generation resource with at least an 80 percent capacity factor that has: <ol style="list-style-type: none"> a. No on-site emissions; or b. otherwise qualifies under the California Renewable Portfolio Standard (RPS) program eligibility rules.
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	<p>Resources must not be use limited or weather dependent. Resources must meet the requirements set forth in CPUC D.21-06-035, Ordering Paragraph 2.(b), including but not limited to, being incremental to the CPUC’s baseline list.²</p> <p>Resources must also meet minimum CPUC and CAISO requirements for participation in the Resource Adequacy program; OR</p> <p>2) Existing generating resources that otherwise meet the requirements of 1) above.</p> <p>For purposes of this RFP, all RPS products must be PCC1.</p> <p>Projects may include portions of a larger project but must be separately metered.</p>
Product & Attributes	Energy, Capacity, Environmental Attributes, RA counting rights, and any other attributed benefits of the project.
Project Location	Resources must interconnect directly to the transmission or distribution system (i.e. “in front of the meter”) and be able to participate directly in CAISO electricity markets or if not directly interconnected to the CAISO must have the ability to provide Energy and RA as a dynamic transfer.
Delivery Term	<p>Commercial Operation must occur no later than June 1, 2026.</p> <p>Minimum delivery term of 10 years, and a maximum delivery term of 25 years.</p>
Scheduling	Seller should indicate whether or not they propose to be the scheduling coordinator and any dispatch flexibility they will offer for the Project.
Price	<p>Pricing must be provided in the following format:</p> <ul style="list-style-type: none"> • \$/MWh, with no escalation, for all Products except RA • \$/k-month, with no escalation, for each kw of eligible NQC for RA <p>Bidder must provide bids at NP15 and at the pNode</p> <p>Offerors may submit multiple prices per Project based on varying term, or capacity. All Offers must be for PPA having a duration of at least ten (10) years.</p>

² https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/integrated-resource-plan-and-long-term-procurement-plan-irp-ltpp/d2106035_baseline_gen_list.xlsx

	<p>Pricing should assume one PPA per Project. If there are any differences in price based on the Offeror entering multiple PPAs for a Project, these differences must be noted in the offer.</p> <p>Offerors must credit to Buyer no less than 75% of the value of any tax credit enacted after the agreement is signed that is applicable to a Project for which there is a submitted bid.</p>
Minimum Project Capacity	5 MW of NQC per Project
Imports	Imports must meet the eligibility and counting rules of the CPUC and CAISO resource adequacy programs in place at the time of contract execution and must be associated with a new resource or an increase of capacity from an existing resource with a commercial online date that is after June 30, 2021. Imports must meet the requirements of D.21-06-035 including those set forth in Ordering Paragraph 7. Bidders of imports must describe in their response whether and how they recommend that CCPower mitigate the risk of insufficient MIC to receive the full benefit of the Project. CCPower will consider in its evaluation of an imported project the risk of obtaining RA from import projects. Any imports must be PCC1.
Existing Resources and Portfolio Resources.	Existing resources are eligible to participate and will be assessed pursuant to the Scoring Rubric set forth in Table 2, Section 4.2.1. In assessing value, CCPower will consider that new resources may be used to meet the CPUC requirements set forth in D. 21-06-035 whereas existing resources may not be used for this purpose unless they are an increase from the capacity in the baseline. In addition, Bidders may bid a portfolio of resources. Such portfolios will similarly be evaluated on their value meeting CPUC requirements. However, each offer must stand on its own and be an exclusive offer. CCPower will not mix and match in evaluating bids.
Workforce and Environmental Requirements	<p>All resources must:</p> <ul style="list-style-type: none"> • comply with California prevailing wage provisions applicable to public works projects. • be subject to an audit to ensure compliance with payment of prevailing wages and to evaluate use of apprenticeship programs, unless there is a project labor agreement in place. • meet the permitting requirements of the appropriate governing authority/authorities. • attest to not using forced labor in its supply chain. • identify project benefits to local communities. <p>We prefer resources that:</p>

	<ul style="list-style-type: none"> • use of local labor. • avoid sensitive habitat areas. <p>These requirements are set forth more fully in Appendix G: Enhanced Conditions.</p>
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It is the intent of CCPower to select one or more offers for consideration for this RFO (each such resource, a “Project”) with the added intent of negotiating and executing a “Power Purchase Agreement” (“PPA”) for shortlisted Projects.

The foregoing is intended as a high-level overview and is not an exhaustive list of important commercial terms for a PPA resulting from this RFO. Please refer to [Appendix B](#) and the sections below for other relevant commercial provisions or considerations.

3 RFO Milestones and Offer Submission

3.1 Schedule

The RFO Schedule below sets out critical milestone events and deadlines for Offerors interested in participating in this RFO. Notice of any change to the RFO Schedule will be posted on the RFO website.

Table 3.1

Activity	Scheduled Date
Issuance of RFO	October 25, 2021
RSVP 1 st Offerors Webinar	October 26, 2021 5 PM (PST)
1 st Offerors Webinar	October 27, 2021 2:30-3:30 PM (PST)
Issuance of Bid RFO Spreadsheet	November 15, 2021
RSVP 2 nd Offerors Webinar	November 16, 2021 5PM (PST)
2 nd Offerors Webinar	November 17, 2021 2:30-3:30 (PST)
Deadline to submit questions	November 19, 2021
Responses to questions published	November 24, 2021
Deadline to submit proposals	December 13, 2021 by 5:00 pm (PST)
Review, evaluation and ranking of projects	December 13, 2020 to February 18, 2022
Project(s) shortlisting	February 18, 2022

Developer/Buyer Negotiations	February – April 2022
Final contract execution (Tentative)	July 2022

3.2 Bid RFO Spreadsheet

The Bid RFO Spreadsheet will be issued on or before November 15, 2021.

3.3 Offerors' Webinar

CCPower will hold two Offerors' Webinars, as set forth in Table 3.1 above to review the RFO and respond to questions from prospective Offerors. Any potential Offerors interested in attending should RSVP to solicitations@cacommunitypower.org, in accordance with the dates set forth in Table 3.1 above, and indicate how many participants will attend. Webinar information will be posted on the RFO website.

3.4 Submission and Posting of RFO Questions

Offerors and other interested Persons are encouraged to submit questions about this RFO to the RFO Administrator (using the contact information provided above RFO Administrator). All questions regarding this RFO must be submitted by email in accordance with the timeline in Table 3.1.

Subject to consideration of confidentiality concerns, CCPower intends to post all questions submitted by Offerors, as well as responses to those questions on the RFO website. All questions will be posted anonymously to shield the identity of Offerors who posed the questions. CCPower's objective in posting questions and answers is to afford Offerors equal access to information potentially relevant to their offers. Offerors are urged to submit RFO questions as early as possible, in consideration of the offer submission deadlines. Responses to questions will be posted by in accordance with the timeline in Table 3.1.

3.5 Offer Submission

The Offer submission process requires each Offeror to submit a completed offer package, including detailed responses to Appendices A-G (and/collectively referred to as the "Offer Package"), in order to have its offer(s) evaluated under this RFO. Under the current schedule, Offerors must submit a completed Offer Package in accordance with the timeline in Table 3.1.

Offerors will each bear the risk of any failure to submit the completed Offer Package by the required deadline. Offers for which Offeror does not submit all appendices, information, and materials required by this RFO may be considered non-conforming and eliminated from consideration. Responsive offers are those which are deemed conforming to all requirements listed in this RFO document.

All offers must be submitted in email form with the appropriate attached documents to the following email address: solicitations@cacommunitypower.org

4 Offer Evaluation

4.1 Offer Requirements

To be compliant Offers must meet the following requirements:

- a) The Project must meet the requirements set forth in this RFO, including Section 2.
- b) The completed Offer Package must be received by the RFO Administrator in accordance with the timeline in Table 3.1.
- c) All portions of the Offer Package must be received in the appropriate digital formats – pdf for narrative documents and Excel spreadsheets for the associated data templates. Requested edits to Appendix B, as applicable, must be sent in Office Word format and include either tracked changes or similar redline indicating requested edits.
- d) All associated data templates must be completed satisfactorily and provided with the Offer Package. It is the duty of the Offeror to contact the RFO Administrator for clarification regarding completion of data templates and the applicable Appendices. Incomplete templates are grounds for non-consideration of an offer. Please note that responses to questions about data templates and other aspects of the RFO will only be answered via the formal Q&A process.
- e) Submission must include a section summarizing offer characteristics and qualifications related to each scoring category (see below in Section 4).
- f) After receipt of offers, CCPower may contact Offerors to request clarification about unclear portions of their offer. Offerors will have 5 business days to respond or the offer may be removed from further consideration.

4.2 Evaluation and Shortlisting Process

After our initial review of offers, the RFO evaluation will consist of two phases:

Phase 1

All compliant offers will be scored and ranked according to the scoring rubric detailed below.

Phase 2

Top-scoring offers will be modeled to yield a final, in-depth understanding of their expected performance and cost effectiveness. These results will reveal the highest-value resources for CCPower and the Joint CCAs, and those offers will be Shortlisted and the Offerors contacted for negotiation of contracts.

Explanation of Scoring Categories

The scoring will be based on the categories detailed in Table 4.1 below:

Table 4.1: Phase 1 Scoring Rubric

Criteria Component	Points
Expected Value (PPA cost minus Project Value)	40
Project Risk	40
Experience	10
Environmental	5
Labor	5

Expected Value

The expected value of the proposed resource is a primary concern for ranking offers. Offers will be scored based on the competitiveness of their total cost relative to the value of the project. The value of the project will be derived from stochastic modeling conducted by CCPower along with stress testing under various market and/or regulatory scenarios. Expected value will take into account the project term.

Project Risk

Offers will be scored based on a qualitative assessment of the risks inherent in the proposed project. Considerations in this category may include status and position in an interconnection queue, transmission upgrades and other issues, project feasibility including financing plan, deliverability concerns, exploration risk for new geothermal or other resources, concerns about cost structure or contract terms, project susceptibility to changes in legislation, etc. An assessment of project risk will include:

1. Project technology.
2. Project site: CCPower has a strong preference for projects that have site control.
3. Project interconnection and transmission: CCPower has a strong preference for projects that have at least a phase 2 study or its equivalent and that can demonstrate they will be fully deliverable.
4. Project permitting.

5. Project financing.
6. Equipment and labor.
7. Compliance with CPUC requirements.
8. Delivery Term. Shorter terms and projects demonstrating a higher certainty with respect to meeting the mandatory June 1, 2026 in service date will be scored more highly.

Offeror Experience Delivering Projects of Similar Scope and Magnitude

Offerors will be assessed for experience as a firm and/or based on the experience of the members of the project team.

Environmental Impact

Each Project will be assessed on its contribution towards meeting California's greenhouse gas reduction targets and other environmental impacts throughout its installation, operation, and ultimate decommissioning. Projects will be evaluated on their environmental footprint, including land use, air quality and water impacts. Projects that avoid sensitive habitat areas will be preferred.

Labor and Community Benefits

Each project must comply with the Enhanced Conditions set forth in Appendix G. Preference will be given to projects with a Project Labor Agreement, projects that use local labor, and projects that provide benefits to the community in which they are located or to the CCA communities, particularly disadvantaged customers.

4.3 Response Package

Offeror's response package must include all information requested in this RFO including but not limited to:

- 1) Offerors must fill out the Bid Form that will be made available by November 15, 2021 for each Bid.
- 2) Offerors must provide a narrative that addresses all matters set forth in this RFO including but not limited to the following:
 - a. Executive Summary: Offers must contain an executive summary section (max 2 pages) summarizing the characteristics and qualifications of the proposed project.
 - b. Please describe the Project including project location, technology (including details for example in the case of geothermal the type of technology), size, and

status. Describe if the project is new or existing. If new, state the expected COD. If a portfolio please describe in detail all the resources that will comprise the portfolio.

- c. Please state:
 - Delivery term
 - Will Offeror be the Scheduling Coordinator
 - Imports must describe how CCPower can moderate the risks associated with obtaining necessary MIC

- d. Please describe all aspects of project value.

- e. Please address each aspect listed in project risk above.
 - Project technology: Describe the type of project in detail including the technology and approach to be used. Describe whether this technology and/or approach has been used in the past and its performance history. Offerors must demonstrate that their technology has been deployed at least on a pilot basis. Technologies with a well-established successful commercial deployment and operating history will be rated more favorably. Describe any risks related to the technology or approach to be used and any steps to be taken to reduce these. State what assessment Offeror has undertaken of the resource powering the project. If applicable, describe the source of the fuel and address its long-term viability.
 - Project site: CCPower has a strong preference for projects that have site control. Describe the project site in detail including location, acreage, compatibility with proposed project, community response to the proposed project, steps taken or to be taken to secure the site. Provide a description of the current land use of the project footprint, description of status of site control and a detailed site map showing nearest cross streets, latitude and longitude, and any gen-tie required.
 - Project interconnection and transmission: CCPower has a strong preference for projects that have at least a phase 2 study or its equivalent and that can demonstrate they will be fully deliverable. Please describe whether Offeror has submitted an application for interconnection, and the status of the application. Describe the project's proposed interconnection, including proximity to transmission interconnection, any new interconnection facilities or Network Upgrades that would need to be built. Provide queue position, status of completed studies (System Impact Study, Facilities Study, Phase 1 Study, Phase 2 Study, CAISO Full Deliverability Study), interconnection level of the proposed generator

(Distribution or Transmission), scheduled Commercial Operation Date and progress related to any applicable agreement. Describe any risks related to the interconnection and full deliverability of the Project and any steps to be taken to reduce these.

- Project permitting: Please identify the required permits and the issuing agencies and state current permitting status. Discuss the steps being taken to obtain needed permits to build and operate the project, and the expected timeline for issuance of such permits. State whether the project is contingent on any re-zoning of the project site, and what environmental impact assessments (e.g. CEQA or NEPA review) if any will be required. Identify any risks to project permitting, and any steps being taken to reduce these.
 - Project financing: Please discuss how the project will be financed, requirements to obtain the financing, the timeline and steps to obtain the financing, any risks to obtaining financing, and any steps to be taken to reduce these.
 - Equipment and labor. Please discuss plans and arrangements to date for obtaining the equipment, materials, and labor required to build the project. Describe any risks related to equipment, materials and labor and any steps to be taken to reduce these.
 - Compliance with CPUC requirements. Please describe whether and how the project complies with the requirements for firm clean resources, set forth in CPUC D.21-06-035, Ordering Paragraph 2.(b). Discuss any questions or issues that could arise with respect to such compliance and how these will be addressed.
 - Delivery Term. Shorter terms and projects demonstrating a higher certainty with respect to meeting the mandatory June 1, 2026 in service date will be scored more highly.
- f. Please describe Offeror including the organization and the project team. Describe Offeror's experience delivering projects of a similar technology, approach, and size as the proposed project. Provide a resume or bio for each member of the project team.
- g. Please describe in detail all aspects of environmental impacts described above including footprint, emissions, effluents, and by-products, any impacts on sensitive habitats and how any impacts on the environment will be addressed. Please answer the questions in Appendix E, and demonstrate compliance with the requirements of Appendix G, and follow the instruction for Geospatial Footprint in Appendix F to create an appropriate ArcGIS file.

All projects are required to submit an ArcGIS file of the relevant geospatial footprint of the project.

- h. Please describe how the project will promote fair labor practices. Describe whether the project will have a Project Labor Agreement and with what trades. Identify any project benefits to the CCA communities, including disadvantaged communities. Describe any benefits the project provides the community in which it is located, including resiliency and/or benefits to disadvantaged CCA customers. Indicate efforts to use local labor. Please answer all questions in Appendix E and describe how the project will comply with the Enhanced Conditions set forth in Appendix G.
- 3) Please provide any mark ups to the Term Sheet desired by Offeror. Offerors will be expected to accept the terms in the Term Sheet unless the Offeror indicated it would seek changes in its response to this RFO.

4.4 Shortlisting and Exclusivity Agreement

After the completion of Phase I, the RFO Administrator will communicate to each Offeror the status of its offer(s) and whether additional discussions or negotiations are warranted. The most favorable offers will be eligible to be placed on a shortlist (the "Shortlist") for negotiations of a PPA.

In order to be placed on the Shortlist, an Offeror will need to execute an Exclusivity Agreement (Appendix D – to be provided by November 15, 2021), for each shortlist Offer, giving CCPower exclusivity in negotiating with Offeror for the Project. A deposit in the form of cash or Letter of Credit ("LOC") in the amount of \$3/kW (the "Shortlist Deposit") is required to secure the Exclusivity Agreement. The Shortlist Deposit will be promptly returned to Offeror in its entirety under one or more of the following conditions, following: (i) execution of a PPA, (ii) the CCPower's determination not to proceed with PPA negotiations for the offer, (iii) failure of CCPower and Offeror to agree on the terms of a PPA, or (iv) CCPower's termination of the Joint RFO process.

Offeror will forfeit its Shortlist Deposit and CCPower will have the right to draw on the Shortlist Deposit in its entirety, as its sole and exclusive remedy, if (i) CCPower determines that Offeror made any material misrepresentations in its offer, (ii) Offeror materially breaches its obligations under the Exclusivity Agreement, or (iii) Offeror unilaterally withdraws the offer or attempts to materially modify the terms of its offer prior to the Exclusivity Deadline.

Placement of an offer on the Shortlist or execution of the Exclusivity Agreement does not constitute or indicate acceptance of any offer, any term thereof, or any related contract term. Without limiting Appendix C, CCPower and the Joint CCAs have (i) no obligation and make no commitment of any kind to enter into a transaction with any Offeror, including a Offeror with an

offer on the Shortlist, or to be bound by any term proposed by Offeror, and (ii) no obligation or liability with respect to any proposed transaction arising out of this RFO except as may be expressly set forth in a fully-executed PPA.

5 Miscellaneous RFO Matters

Without limiting Appendix C, CCPower and the Joint CCAs reserve the right to withdraw, suspend, cancel, or terminate this RFO, or to modify any term of this RFO, including, without limitation, any term concerning the RFO Schedule (including any date), at any time in their sole discretion. CCPower will endeavor to notify all participants of any such withdrawal, suspension, cancellation, termination, or modification made prior to the Required Offer Submission Time and to post notice of any such action.

**Appendix A: Offer Form (Will be made available by
November 15, 2021)**

Appendix B: Term Sheet (Posted Separately)

Appendix C: Reservation of Rights

1. Reservation of Rights

Notwithstanding anything to the contrary, CCPower and the Joint CCAs may, and expressly reserve the right to, at any time and from time to time, without prior notice and without assigning or providing any reason therefore:

- cancel, suspend, withdraw, or terminate this RFO (including, without limitation, after the selection under this RFO of one or more Offerors for an PPA) or cancel or suspend its participation in this RFO;
- modify this RFO, including, without limitation, any Appendix to this RFO, or any of the dates, times or places set forth in the RFO or related to the RFO process;
- accept, refuse to accept, consider, not consider, favor, disfavor, recommend, not recommend, pursue or reject any offer, in its sole and absolute discretion, for any reason;
- without limitation of the generality of any of the other terms herein, reject or eliminate any offer submitted in response to this RFO that is incomplete, is nonconforming, or contains irregularities (or waive any irregularity in any offer), or that it determines was made with the intent to create artificial prices, terms, or conditions or would have that effect;
- carry out negotiations with any, some or all Offerors or other Persons related to this RFO, and suspend or terminate negotiations with any Offeror or other Person at any time, including, without limitation, as a result of any change in resource needs of the Joint CCAs giving rise to this RFO;
- discuss the terms of any offer or any other material submitted by Offeror with, and obtain clarification or additional information concerning such offer or such other material from, Offeror or its directors, officers, employees, agents, representatives, and advisors;
- request from Offeror information not detailed in or required by this RFO but that may be necessary or relevant to the evaluation of Offeror's offer(s) and utilize such information as the Joint CCAs deems appropriate in connection with such evaluation of this RFO;
- receive, consider, pursue, or transact on (i) opportunities to acquire other assets or resources offered or that become available outside of the RFO process as such opportunities arise or (ii) offers offered in response to this RFO that are nonconforming or eliminated from consideration in this RFO;
- invite further offers in or outside of this RFO or supplemental submissions of offers;

- allow for other load serving entities and/or agencies not part of the Joint CCAs to receive information submitted as part of this RFO or participate in one or more PPA;
- determine which Offerors or entities to allow, or continue to allow, to participate in the RFO process;
- pursue or transact on offers offered in response to this RFO regardless of any rank order established in the RFO evaluation process to promote diversity of supply in this RFO, gain experience with different technologies, limit exposure to a counterparty, technology or resource or a particular set of risks, or achieve other commercial goals the Joint CCAs deem appropriate;
- sign or not sign an PPA with Offerors or other Persons relating to the Transactions solicited by this RFO;
- subject to the terms of any applicable confidentiality agreement entered into between CCPower and Offeror, retain, archive, or destroy any information or material provided to or for the benefit of CCPower or the Joint CCAs in the Offer Submission Process; and
- take any and all other actions it deems necessary or appropriate, in their sole and absolute discretion, in connection with this RFO and the RFO process.

Each of the foregoing rights (including any right listed in a series of rights) may be exercised individually by CCPower or the Joint CCAs or any director, officer, employee, or authorized agent or representative of CCPower or the Joint CCAs or its or their respective parent. The reservation of rights contained herein is in addition to all other rights reserved or granted to CCPower or the Joint CCAs or any of its Affiliates elsewhere in this RFO or otherwise held by or available to CCPower or the Joint CCAs or any of its Affiliates.

2. No Warranties or Liabilities

BY PARTICIPATING IN THE RFO PROCESS, EACH OFFEROR AGREES THAT, EXCEPT TO THE EXTENT CONTAINED IN AN ENERGY STORAGE SERVICES AGREEMENT WITH OFFEROR:

- (A) ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF CCPOWER OR THE JOINT CCAS OR ANY OTHER AFFILIATE OF THE JOINT CCAS IN CONNECTION WITH THIS RFO IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND
- (B) CCPOWER, THE JOINT CCAS, THEIR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS,

EMPLOYEES, AGENTS, REPRESENTATIVES AND ADVISORS SHALL HAVE NO LIABILITY TO ANY OFFEROR, ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, LENDERS, OR INVESTORS RELATING TO OR ARISING FROM THE USE OF OR RELIANCE UPON ANY SUCH INFORMATION, ANY ERROR OR OMISSION THEREIN, OR OTHERWISE IN CONNECTION WITH THIS RFO.

3. Acceptance of Offers

Without prejudice to CCPower's or the Joint CCAs' rights under law or in equity, no offer submitted by any Offeror shall be deemed accepted by, or otherwise binding upon, CCPower, or the Joint CCAs or any of its Affiliates and CCPower, the Joint CCAs, their Affiliates and their respective directors, officers, members, employees, agents and representatives shall have no obligation or liability of any kind with respect to any such offer or otherwise in connection with this RFO, unless and until a PPA has been mutually executed and delivered by CCPower, the Joint CCAs or any of its Affiliates and Seller, and then such obligation or liability shall exist only if and to the extent expressly set forth or provided for therein or in another signed, binding written agreement entered into by CCPower, the Joint CCAs or any of its Affiliates and Seller. Notwithstanding anything to the contrary in this RFO, all offers delivered to CCPower shall become the sole and exclusive property of CCPower upon receipt, and CCPower shall have all rights and privileges of ownership of such property, subject to any provision of this RFO relating to confidentiality and any applicable confidentiality or other signed, binding written agreement between CCPower or the Joint CCAs and Offeror or Seller executed in connection with this RFO process.

4. Offeror Costs and Expenses

Each Offeror is solely responsible for all costs and expenses it incurs in connection with this RFO. Through its participation in this RFO, each Offeror agrees that under no circumstance, including, without limitation, CCPower's withdrawal from or suspension, cancellation, or termination of the RFO process, any of its Affiliates or any of their respective directors, officers, members, partners, employees, agents, representatives or advisors have any responsibility or liability of any kind to Offeror, its Affiliates or any of their respective directors, officers, members, partners, trustees, employees, agents, representatives, advisors or lenders for any cost or expense directly or indirectly incurred by Offeror (no matter how incurred) in connection with the RFO process. Nothing in this Section 4 shall be construed to limit the generality of Section 2 above.

5. Offeror Disclosure of RFO Information

Further, no Offeror may disclose, collaborate on or discuss with any other Person (except CCPower, or the Joint CCAs staff) bidding strategies or the substance of offers, including, without limitation, the price or any other terms or conditions of any contemplated, indicative or final offer. Any such disclosure, collaboration or discussion would violate

this RFO and the Offer Submission Agreement and may result in the rejection of Offeror's offer or elimination of Offeror from further participation in this RFO.

6. Public Records

All documents submitted in response to this Request will become the property of CCPower upon submittal and will be subject to the provisions of the California Public Records Act and any other applicable disclosure laws. Upon submission, all proposals shall be treated as confidential until the selection process is completed. Once a contract is awarded, all proposals shall be deemed public record. CCPower and the Joint CCAs are required to comply with the California Public Records Act as it relates to the treatment of any information marked "confidential." Respondents requesting that portions of its submittal should be exempt from disclosure must clearly identify those portions with the word "Confidential" printed on the lower right-hand corner of the page. Each page shall be clearly marked and separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. CCPower and the Joint CCAs will consider a respondent's request for an exemption from disclosure; however, if CCPower or the Joint CCAs receive a request for documents under the California Public Records Act, CCPower or the Joint CCAs, as applicable, will make a decision based upon applicable laws. Respondents should not over-designate material as confidential, and any requests or assertions by a respondent that the entire submittal, or significant portions thereof, are exempt from disclosure will not be honored.

7. Offeror Acceptance of this Appendix C

By participating in the RFO process, each Offeror agrees that it will be deemed to have accepted all the rights and terms included in this Appendix C and to have agreed that its participation in the RFO is subject to such rights and terms. CCPower and the Joint CCAs are conducting this RFO and participating in the RFO process in reliance upon the foregoing agreement.

Appendix D: Exclusivity Agreement (Will be made available by November 15, 2021)

Appendix E: Additional Questions

Labor

- Does your organization typically utilize or require your prime contractor to utilize multi-trade project labor or community benefit agreements on project developments?
- Has your project secured, or does it plan to secure multi-trade project labor or community benefit agreement? If so, which trades are / will be party to the agreement?
- Will the workforce for this project be paid the correct prevailing hourly wage rates for each craft, classification and type of work performed?
- Do you typically support and use State of California approved apprenticeship programs and / or graduates of local pre-apprenticeship programs?
- For this project, do you plan to support and use State of California approved apprenticeship programs and / or graduates of local pre-apprenticeship programs?

Permitting / Environmental

- Please identify the necessary permits, including land use entitlement permit (e.g., Conditional Use Permit (CUP), Application for Certification (AFC), Record of Decision (ROD)) from lead land use permitting agency and all discretionary permits from other lead, trustee and/or responsible agencies including wildlife agencies? Please describe the status of all permits, including planned efforts to obtain these permits, the status of discussions with state and federal wildlife agencies, and any recommendations regarding permits from those agencies.
- Please state whether the project may impact any federal, state, local or other conservation designations or planning effort, and if yes, what they are.
- Please describe any onsite efforts that project has made to avoid impacts to protected areas, habitat and habitat linkages (especially for threatened and endangered species) and open space in urbanized areas.
- "Multi-benefit energy projects" provide additional societal, health, economic, water saving, or environmental benefits beyond the climate and GHG reduction benefits of renewable energy. Please describe any additional benefit(s) your project demonstrates.

Supply Chain

- Please describe the type of materials used for the project equipment, and whether there are any toxic materials used.
- Please describe how such materials will be safely disposed of or recycled at the end of the project's life, including any decommissioning plans and plans for disposal of equipment at the end of the project's life.
- Please confirm that this proposal for storage facilities does not rely on equipment or resources built with forced labor. Consistent with the business advisory jointly issued by the U.S. Departments of State, Treasury, Commerce and Homeland Security on July 1,

2020, equipment or resources sourced from the Xinjiang region of China are presumed to involve forced labor.

DACs

- Is your project located within a Disadvantaged Community (DAC)? If so, please describe any benefits your project provides to the local community.

Appendix F: Geospatial Footprint

Please submit a geospatial footprint of your project. Please use the following guidelines:

- 1- Geospatial footprint should be in an ESRI Shapefile format. A KML file is acceptable but Shapefiles are preferred.
- 2- Name of shapefile(s) must clearly indicate content, as necessary:
 - a. <project>_FOOTPRINT
 - b. <project>_TRANSMISSION
 - c. <project>_SUBSTATIONS
 - d. Etc. as needed
- 3- Shapefiles must be in the following Coordinate Reference System (CRS):
 - a. EPSG:4326 - WGS 84 - Geographic
- 4- Make sure submitted geospatial dataset includes all mandatory files such as ".shp", ".shx", and ".dbf", as well as a ".prj" file.
- 5- Shapefiles must include the project footprint with all associated infrastructure.
- 6- Bidders are encouraged to submit files less than 150 MB in size.

We will study the geospatial footprint of the project to evaluate whether the project is located in a restricted or high conflict area for renewable energy development. These areas include but are not limited to:

- Protected areas at the federal, state, regional, local level (e.g. County-designated conservation areas, BLM Areas of Critical Environmental Concern, critical habitat for listed species, national, state, county parks, etc.).
- Identified and mapped important habitat and habitat linkages, especially for threatened and endangered species (either state or federally listed).

Further, projects will obtain positive environmental scores if they are located in areas designated for renewable energy development or in areas that are not suitable for other developmental activities, such as EPA re-power sites.

Appendix G: Enhanced Conditions

The focus of the CC Firm Clean Resources (FCR) Project is to ensure the development of viable, cost-effective FCR project(s) that enhance grid reliability and carbon reduction while providing value to participating CCAs. This will require selecting projects that are located in areas that meet the CAISO criteria for interconnection while also being financially viable. In meeting this focus, CC Power will also consider workforce and environmental concerns for the FCR Project through enhancing the conditions imposed on project developers as follows:

1. Workforce
 - a. Any construction work contracted by parties in furtherance of this agreement, whether or not it is a public work as defined by Labor Code section 1720, shall comply with California prevailing wage provisions applicable to public works projects, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6 as they may be amended from time to time.
 - b. State a preference, but not a requirement, for a Project Labor Agreement (PLA) allowing up to 5 points in the evaluation ranking process
 - i. Note that adopting a PLA demonstrates meeting the requirements of payment of prevailing wages and use of apprenticeship programs
 - c. For projects that do not implement a PLA, require an audit to ensure compliance with payment of prevailing wages and to evaluate use of apprenticeship programs
 - d. Encourage the use of local labor
2. Environmental
 - a. All projects must meet the permitting requirements of the appropriate governing authority/authorities
 - b. State a preference for projects that avoid sensitive habitat areas
3. Environmental Justice
 - a. Require the developer to attest to not using forced labor in its supply chain which can be demonstrated by signing on to the SEIA pledge
 - b. Require developers to identify project benefits to local communities