

CALIFORNIA **COMMUNITY POWER**

2025 Clean Generation and Capacity Resource Request for Proposals

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PART 1. INTRODUCTION

1.1 CALIFORNIA COMMUNITY POWER BACKGROUND

California Community Power (CC Power) is a joint powers agency comprised of nine California community choice aggregators (CCAs).

CC Power allows its member CCAs to combine their buying power to procure new, cost-effective clean energy and reliability resources to continue advancing local and state climate goals. CC Power members represent over 6.7 million residents across 112 municipalities spanning from Humboldt County to Santa Barbara County. In aggregate, CC Power's members serve approximately 12% of electricity demand within the CAISO balancing authority area.

The following provides a brief description of CC Power's nine members:



Ava Community Energy serves approximately 1.7 million residents across Alameda County and the cities of Tracy, Stockton and Lathrop within San Joaquin County. In 2026, Ava will extend service to unincorporated San Joaquin County.



Central Coast Community Energy serves approximately 1.1 million residents across Monterey, San Benito, San Luis Obispo, Santa Cruz, and Santa Barbara counties.



CleanPowerSF is operated by the San Francisco Public Utilities Commission and serves approximately 385,000 customers throughout San Francisco.



Peninsula Clean Energy serves approximately 750,000 residents within San Mateo County and the City of Los Banos.



Redwood Coast Energy Authority serves approximately 123,000 customers located across Humboldt County.



San Jose Clean Energy is operated by the City of San Jose and serves approximately 945,000 customers throughout San Jose.



Silicon Valley Clean Energy serves approximately 720,000 customers across 13 communities in Santa Clara County.



Sonoma Clean Power serves approximately 500,000 residents across Sonoma and Mendocino counties.



Valley Clean Energy Alliance serves approximately 167,000 customers across the cities of Woodland, Winters, Davis and unincorporated Yolo County.



Figure 1: CC Power Member Map

1.2 PURPOSE OF RFP

CC Power is issuing this Request for Proposals (“RFP”) on behalf of its member CCAs to meet procurement obligations as a result of the following:

1. The California Public Utilities Commission's (CPUC) Decision (D.) 21-06-035 as updated by D.23-02-040, which provided each member CCA with a procurement obligation to address mid-term reliability. Eligible resources will need to meet certain operational characteristics, providing one or a combination of the following: carbon-free generation, clean firm generation, or energy storage for at least eight hours.
2. CPUC D.22-06-050 approving, and D.23-04-010 implementing, the 24-hour "Slice-of-Day" resource adequacy construct, providing each member CCA with hourly resource adequacy requirements. Eligible resources must be able to operate within the Slice-of-Day framework and provide resource adequacy benefits.
3. California Senate Bill (SB) 1078 (Sher, 2002), SB 350 (de León, 2015), and SB 100 (de León, 2018) establishing and accelerating the California Renewable Portfolio Standard (RPS) program, requiring procurement of 60% renewable energy by 2030 and 100% carbon free energy by 2045, of which at least 65% of RPS procurement must be from long-term contracts of 10 years or more.
4. Potential procurement directives recommended in CPUC R.25-06-019 with incremental procurement recommendations potentially totaling approximately 700 MW of net qualifying capacity for CC Power's member CCAs through 2031.

CC Power is launching this solicitation at this time to identify additional utility-scale renewable projects that can retain eligibility for tax credit incentives by meeting the start of construction and in-service date requirements in the One Big Beautiful Bill Act (O3BA). CC Power has specifically timed the milestones in this solicitation in an effort to support solar and wind projects' achievement of being "in construction" for retaining tax credit eligibility purposes, by having contracts executed prior to the July 4, 2026 deadline.

CC Power is also seeking projects for potential ownership consideration. With the passage of the Inflation Reduction Act, tax exempt entities are eligible for a "direct pay" mechanism to realize the value of the Investment Tax Credit and Production Tax Credit, despite lacking taxable income. Additionally, with the passage of O3BA, solar and wind resources will no longer be eligible for tax credits, and thus the net economic value of CC Power ownership may be greater than through power purchase agreement (PPA) or tolling agreement offtake structures. CC Power, on behalf of its member CCAs, is interested in pursuing asset ownership given the potential economic, financial, and strategic benefits associated with asset ownership, tax-exempt municipal bond issuance, and the direct pay mechanism.

In addition to seeking proposals to meet the requirements above, CC Power is seeking information regarding projects that may not meet all of the requirements set forth in Table 1 of these RFP Instructions. These projects may consist of early-stage, innovative technologies seeking offtake agreements to commercialize wholesale electricity generation and storage technologies. Technologies of interest include alternative and long-duration storage technologies, small modular nuclear facilities¹, gas turbines with carbon capture, and hydrogen generation or energy storage projects. Respondents providing information on these projects should follow the format detailed in Section 3.6 of these instructions and include as much applicable or available information therein.

¹ A subset of CC Power member CCAs may have energy risk management policies that include a clause prohibiting nuclear power procurement.

1.3 CC POWER CONTRACTING APPROACH

CC Power is a joint powers authority comprised of nine (9) CCA members, that does not serve any load itself. Thus, CC Power acts on behalf of and subject to the direction of its members, with the benefits and costs of any contracted resources flowing through to them.

CC Power will evaluate proposals, select projects, and negotiate, execute, and administer contracts on behalf of its members. CC Power will be the Buyer that will contract with Seller under the agreement(s). CC Power will support its offtake or purchase agreement with an agreement between CC Power and its members that choose to participate in the project, the "Project Participants," under a "Project Participation Share Agreement" or "PPSA" by which CC Power will allocate the project's market revenues and attributes among the Project Participants (according to an allocation negotiated among the Project Participants), who will be responsible for a matching pro rata portion of the contract payments. Project Participants will post several months of advance contract payments to CC Power to serve as reserves in the event of a payment default. Project Participants will indemnify one another against any default under the offtake or purchase agreement by agreeing to increase or "step up" their share of offtake under the PPSA in the event of a default by, and removal of, any other Project Participant(s), up to an amount equal to 125% of their base share of the project. Project Participants will also each enter into a "Buyer Liability Pass Through Agreement" or "BLPTA" with Seller and CC Power, obligating them to make contractual payments to Seller, regardless of what may happen to CC Power.

Seven of CC Power's nine members have investment grade credit ratings, as described in the following table:

Table 1: CC Power Member Credit Ratings (as of 10/8/2025)

CC Power Member	Rating by Agency		
	S&P	Moody's	Fitch
Ava Community Energy	A (Stable)	N/A	N/A
Central Coast Community Energy	A (Stable)	N/A	N/A
CleanPowerSF	N/A	A2 (Stable)	N/A
Peninsula Clean Energy	A- (Positive)	A3 (Stable)	BBB+ (Withdrawn*)
Redwood Coast Energy Authority	-	-	-
San Jose Clean Energy	A (Stable)	A2 (Stable)	N/A
Silicon Valley Clean Energy	A (Stable)	A3 (Stable)	N/A
Sonoma Clean Power	A (Stable)	N/A	N/A
Valley Clean Energy	-	-	-

*Fitch withdrew its rating of Peninsula Clean Energy on 2/21/2024

Despite the two smallest CC Power members lacking investment grade credit ratings, the other members can easily subsume their project allocation on a load share basis by any step-up action that may be required of any of the investment grade Project Participants. In CC Power's view and as evidenced through prior procurement activities, there should not be a negative credit impact through the smaller members' participation in any project.

Contracting with CC Power provides benefits to Sellers versus contracting with individual offtakers by:

- Centralizing and avoiding the need for separately contracting, administering, settling, and scheduling large or scarce projects.
- Avoiding the need for sub-metering and implementing shared facilities associated with large or scarce projects.
- Enabling the offtake from a large portfolio of smaller projects.
- Creating a portfolio pool of offtakers or purchasers, reducing credit default risk.

Additionally, CC Power members may have interest in pursuing and elect to individually or in small groups of two to three participants advance negotiations with certain respondents following CC Power's shortlisting process, for those projects that have not been shortlisted by CC Power.

PART 2. ELIGIBILITY REQUIREMENTS AND CONTRACTING APPROACHES

2.1 ELIGIBILITY REQUIREMENTS

CC Power seeks clean and RPS-eligible generation and/or storage resources and their associated energy, ancillary service, resource adequacy, renewable, and environmental attributes. For a resource to be eligible, the project must comply with requirements in Table 1 below, except where noted as a preference or exception for certain technology types.

Table 2: CC Power RFP Offer Requirements

Requirement	Build Transfer Agreement (BTA)	PPA / Toll
Technology	Geothermal Solar + Storage (AC-coupled) Stand Alone Storage (4+ hrs, lithium-ion) Wind	Biomass Geothermal Large hydroelectric Small, RPS-eligible hydroelectric Solar combined with storage (preference for AC-coupled) Standalone energy storage (4+ hours, any technology) Wind Wind combined with storage
Product Structure	Full Ownership Transfer at Notice to Proceed (NTP) ² or just prior to energization. Preference for respondent to include consideration for provision of an Operations & Maintenance agreement within the offer. Open to consideration of partial equity ownership scenarios, likely through tenancy-in-common structure.	PPA Full Toll (RA + Energy Dispatch) RA + Top / Bottom 4- or 8-Hour Day-Ahead Financial Settlement RA-only Term: 10-20 years (will consider longer for long lead time (LLT) resources)
Capacity	20 to 200 MW	Solar + Storage / Stand Alone Storage – 20 to 1,000 MW All others – Any size

² i.e., just prior to finalizing all binding decisions with respect to equipment contracting, interconnection agreement execution, EPC contracting, construction financing, and start of construction

Site Location	Within member territory (preferred) or interconnected within CAISO	Solar + Storage or Stand-Alone Storage – CAISO Other clean or RPS resources – within or outside of CAISO. Non-CAISO resources may offer a busbar deal w/ CC Power taking wheeling risk and scheduling coordinator responsibilities but must also provide an offer contemplating Seller’s delivery of product to a CAISO intertie with available import capability.
Commercial Operation Date (COD)	6/1/2028 to 6/1/2034	Preference prior to 6/1/2031 Deadline by 6/1/2034 Will review LLT resources w/ later CODs
Deliverability	Full Capacity Deliverability Status (FCDS) or reasonable expectation of FCDS w/ Buyer termination right for failure thereof. CC Power will also consider energy-only offers for off-peak, dispatchable or baseload generation resources.	
Interconnection	At least a System Impact Study or equivalent	
Site Control	Option to lease / purchase or active lease / ownership	
Experience	Must have developed and commenced commercial operations of project(s) of same technology of equal or greater size	
Pricing Structure	Purchase Price (\$) (+ O&M Services (\$/kW-yr), as applicable)	PPA Price (\$/MWh) and/or Monthly Tolling Payment (\$/kW-mo) + Variable Operating Cost (\$/MWh), as applicable, or Index Pricing (\$/MWh), as applicable

CC Power may entertain certain non-conforming offers but encourages respondents to engage with CC Power ahead of making offers to gauge interest and get feedback on how to align, to the extent possible, with the framework of the RFP’s offer requirements.

Additionally, CC Power seeks information from respondents on the following technologies, pursuant to the RFI Track described in Sections 2.3 and 3.6:

- Alternative storage technologies
- Hydrogen
- Natural gas with carbon capture
- Small modular nuclear reactors
- Others, as applicable

2.2 CONTRACTUAL TERMS

CC Power is seeking projects that can be contracted through:

1. A long-term power purchase or tolling agreement with a tenor of at least 10 years.
 - a. For projects located in or directly connected to CAISO, CC Power will be responsible for fulfilling or subcontracting the role of the Scheduling Coordinator (SC).
 - b. For projects located outside CAISO, Seller shall provide their proposed delivery path to a CAISO intertie with available maximum import capability and shall provide an offer wherein Seller shall be responsible for SC responsibilities and for securing transmission and delivering energy to the defined CAISO intertie. However, CC Power may be open to taking on the SC responsibilities and in securing transmission rights for delivery to a CAISO intertie and will entertain busbar offers wherein CC Power will take on these responsibilities.
2. RA-only
 - a. Applicable to all eligible resource types as set forth in Table 1.
 - b. Seller shall be SC, retain all CAISO market energy revenues and convey all MTR, RA and other related capacity attributes to Buyer.
3. RA plus financial settlement corresponding to the top and bottom (TB) day-ahead market prices
 - a. Applicable to storage resources.
 - b. For 4-hour storage resources, Seller may offer a TB-4 structure.
 - c. For 8+-hour storage resources, Seller may offer a TB-4 and/or TB-8 structure.
 - d. Top and bottom hours are quantified on the basis of the round-trip efficiency of the resource, with the bottom hours spanning portions of hours corresponding to the actual expected charging time requirements relating to the round-trip efficiency of the asset.
 - e. If economic spreads are negative between a given discharging hour and its corresponding charging hour(s), the spread for such discharging hour is set to a minimum of \$0.
4. Build-transfer agreement that results in CC Power purchasing the project.
 - a. Projects must be located within CAISO service area and within California. CC Power has a preference for projects located within its members' territories.
 - b. CC Power has a preference to purchase the project just prior to energization, but will consider offers to purchase at NTP. Offers for purchase at NTP must be accompanied by a corresponding offer to purchase at energization.
 - c. Each build-transfer proposal must also be accompanied by a matching PPA or tolling agreement proposal and offer price.
 - d. If eligible for tax credits, the Seller of the project must demonstrate how it expects to meet domestic content, prevailing wage, and apprenticeship requirements, such that CC Power may claim direct pay for realization of value from any relevant tax credits
 - e. The project shall comply with California Labor Code provisions applicable to public works projects providing for payment of prevailing wage, contractor

registration to preform public works, and retention of payroll records, including but not limited to those provisions 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.

CC Power has posted copies of its pro forma agreements to its website, as follows:

1. Energy Storage Service Agreement: applicable for standalone energy storage projects under a tolling arrangement;
2. Solar with Storage Power Purchase Agreement: applicable for paired solar plus storage projects under a PPA and tolling arrangement;
3. Renewable Power Purchase Agreement: applicable for biomass, geothermal, small hydroelectric projects, and wind;
4. RA-only Agreement: applicable for energy storage resources;
5. RA + Financial Settlement Agreement: applicable for energy storage resources;
6. Build Transfer Term Sheet: applicable for CC Power's purchase of geothermal, solar plus storage, standalone energy storage, and wind projects; and
7. Exclusivity Agreement

Respondents are advised to review the relevant pro forma agreement(s) and/or Build Transfer Term Sheet to inform their pricing proposals. To the extent respondents use any materially different assumptions from what is set forth in the relevant agreement or term sheet, respondents shall provide a term sheet identifying changes requested from the pro forma agreement(s) or term sheet to comport with the assumptions relating to the offered pricing. CC Power reserves the right to demote a shortlisted project from the shortlist, and replace with another project, if the proposed changes to the pro forma agreement during the negotiation stage were not indicated in the response package and are deemed to have a material economic or other negative impact relative to the pricing bid during the solicitation phase.

CC Power will require collateral to be posted on all selected agreements. Parties will need to enter into an Exclusivity Agreement within 15 business days of selection and will be required to post \$3/kW for renewable projects and \$0.75/kWh for storage projects. Development security of \$125/kW will be required to be posted shortly after a power purchase or tolling agreement is executed and held until the commercial operation date of the project. Performance assurance is required to be posted on or before the commercial operation date through the end of the term. The amount of performance assurance is as set forth in the pro forma agreements and varies by technology type.

2.3 RFI TRACK PROJECTS

For emerging and alternative technology projects that are too immature at this stage to reasonably make pricing assumptions, CC Power encourages respondents to submit an Offer Form without any pricing or with indicative pricing, but providing what information may be available or is planned as of now for the development of the project. CC Power may choose to use this information to inform itself and its members about projects in development and emerging technologies. For projects that CC Power deems strategic, valuable, or preferred, CC Power

may opt to pursue a non-disclosure agreement, memorandum of understanding, letter of intent, or other commercial agreement forms to better understand the project or technology, develop a commercial relationship, build trust among the parties, and/or work towards a definitive offtake agreement.

PART 3. PROPOSAL FORMAT AND CONTENTS

This section outlines the content and format requirements for all proposals submitted in response to this RFP. Unless CC Power in its sole discretion elects otherwise, proposals that do not include the information requested in this section will be ineligible for further evaluation. CC Power reserves the right to conduct any further due diligence it considers necessary to fully understand and evaluate proposals prior to entering into any Agreement.

A complete proposal will include the following components:

- Project Proposal (described in Section 3.1)
- Supplemental information (described in Section 3.2)
- Offer Form (Excel)
- Developer Experience Form (Excel)
- Corporate credit rating as determined by Moody's, Fitch, or S&P, as applicable
- Project one-line diagram, including all planned elements of the project, project substation, and utility Point of Interconnection
- Site and gen-tie map to point of interconnection (.KMZ and .SHP format), demonstrating site layout, site control status, wetland delineations, setbacks, and any known environmental or permitting restrictions
- Interconnection agreements: all interconnection agreements, facilities studies, system impact studies, and applications
- Any FCDS declarations, correspondence from CPUC or CAISO regarding FCDS / PCDS status and qualification, or proposed transmission path to and assessment of maximum import capacity at the proposed intertie for delivery of products from a resource located outside the CAISO
- Diversity, Equity and Inclusion Policy / Handbook

The following requirements apply to all proposals at the time of offer:

- Proposals and pricing must be provided with respect to a targeted project in-service date.
- Proposals must identify the schedule milestones required from CC Power and regulatory processes to facilitate the quoted project in-service date.
- Proposals must provide pricing as described in Section 3.5 of these instructions for the delivery of energy and all applicable products at the stated delivery point assuming no tariffs are in effect (i.e., 0% tariff rate) and with relevant variables for how such pricing should be adjusted based upon actual tariff rates, or else must disclose that the offer is

electing not to pursue the Tariff Pricing Adjustment Mechanism and should identify the fixed price proposal and expected tariffs that the project would be exposed to, so that CC Power can fairly evaluate the project against others that will be evaluated on a 0% tariff baseline basis.

- Evaluation criteria include project's economic valuation, project location, project maturity and viability, and portfolio fit.
- Proposals must assume bidder will provide the pro forma development security and performance security amounts in the final executed agreement.
- Pricing proposals must be net of any expected tax credits resulting from the Inflation Reduction Act and other relevant local, state, and federal policies.

3.1 PROJECT PROPOSAL

The written Project Proposal should include an executive summary of the project briefly describing the respondent, partners, the project(s), and any offer variations that are part of the proposal.

The Project Proposal should include relevant project details, with a focus on those that are not addressed in the Offer Form, following the format below:

- Section 1: Executive summary
- Section 2: Offeror information including company name, location, history, partners / affiliates / parent(s), energy project development and operation experience (particularly in the project site's state), past and current energy projects completed and in development, financial strength, access to financing and supply chain, and project team members.
- Section 3: Key highlights of the project pricing and terms for any offer variations, in table format summarizing: offer number, delivery date, agreement type, term, capacity, energy duration, pricing escalation, tariff price adjustments and benchmark equipment costs, minimum offer volumes or similar constraints, any other offer variables, any mutually exclusive / inclusive / volume limitation requirements associated with the offer variations. Respondent shall also identify whether project is under exclusivity or a right of first refusal and for how much capacity with any other offtakers, including any CC Power members.
- Section 4: Project description, including technology, installed capacity, duration, expected annual energy production, energy production variability, available ancillary services, fuel requirements / efficiency / availability / supply agreements, hydrological variability, water rights, operating constraints, ramp rates, cycle limits, round-trip efficiency, capacity degradation rate, state of charge degradation rate, auxiliary loads, augmentation requirements, etc.
- Section 5: General project development timeline incorporating key milestones and anticipated development challenges and mitigation strategies
- Section 6: Site description, including status of site control, gen-tie rights of way status, site control risks during the term of the agreement, additional site control requirements, list of APNs under control or targeted for acquisition.

- Section 7: Permitting status, potential challenges and mitigations, community engagement activities undertaken, hazardous materials and decommissioning risks and mitigations, etc.
- Section 8: Interconnection description and status, including: interconnection location and plan, interconnection application / study / agreement status, key interconnection milestone dates, transmission upgrade dependencies, deliverability plans and risks, transmission path(s), proposed intertie delivery point(s), availability of maximum import capability, status of transmission rights acquisition, and risks associated with delivery to CAISO intertie.
- Section 9: Supply chain plans and considerations, including lead times for major equipment, procurement status, past experience with intended equipment suppliers, plans for compliance with domestic content requirements (as applicable), exposure to tariffs and relative shares of equipment costs exposed thereto, tariff and price risks and mitigation plans, and any relevant feedback related to the tariff price adjustment mechanism being proposed by CC Power.
- Section 10: Project financing plans, including use of equity, debt and tax-equity, timing of financing plans, form of tax credit monetization, intent to retain or sell ownership stake, intent to secure grants or loan guarantees, and interest in and considerations relating to a sale of all or a portion of the project to CC Power, including with respect to sale at NTP versus prior to energization.
- Section 11: Project partners, including any planned investors, financiers, EPC, equipment suppliers, O&M providers, union labor engagement, tribal engagement, local community engagement, etc.
- Section 12: Risks and mitigations as a result of the O3BA, including to ITC eligibility, foreign entity of concern impacts, efforts to be deemed safe harbored for tax credit eligibility and timing thereof, and general efforts to mitigate upward pressure on project pricing and development risk.

The Project Proposal must be signed by an authorized representative of the respondent's company. Respondents should provide enough detail, especially for unique or innovative projects, to allow for a meaningful qualitative and quantitative evaluation of the proposed project.

In the event of conflicting data between the various submission materials, CC Power will deem the information submitted in the Offer Form to be correct.

3.2 BUILD TRANSFER SUPPLEMENTAL INFORMATION

For proposed build-transfer projects, in addition to the aforementioned attachments in Section 3, the following additional information is to be submitted:

- Project schedule: include all permitting and interconnection milestones, as well as procurement timing for all major, applicable, equipment including BESS, modules, inverters, trackers, wind turbine components, heat exchangers, turbines, and substation equipment.
- Phase 1 Environmental Site Assessment (EA): including date conducted and any follow up studies, to the extent that the Phase 1 EA revealed any issues of concern

- Relevant CEQA documents: at minimum including air quality, greenhouse gas, biological resource, cultural resource assessment, and noise
- Permit matrix: including all federal, county, and local permits needed to develop, construct, and operate the project. Indicate status of such permits and when they are expected to be received.
- Expected O&M costs for the life of the project and decommissioning costs.
- All proposals shall comply with California Labor Code Sections 1771.1 related to prevailing wage and 1725.5 regarding contractor registration to engage in the performance of public works.

3.3 INCREMENTAL BUILD TRANSFER SHORTLIST INFORMATION

While not required at the time of initial offer, if selected for the shortlist, any selected build transfer project shall within five (5) business days of notification of selection provide the following documentation as applicable to facilitate the technical evaluation of the project for potential selection purposes.

- Site Control:
 - Project site control agreements: purchase agreement, lease, option to purchase, etc.
 - Any necessary right of way agreements to interconnect the project to the local utility's point of interconnection
 - Any "good neighbor" agreements, or other obligations made by the project to local landowners
 - ALTA/ACSM Surveys
 - Plot Plan
 - Title Work
 - Any title insurance policies or commitments
 - Utility Crossings
- Environmental / Permitting:
 - Any community engagement presentations, notices, or other evidence of community meetings and feedback
 - Any Conditional Use Permit documentation
 - Evidence of Categorical Exclusion
 - Any correspondence with relevant tribes or indigenous communities
 - All documents related to NEPA or any other Federal communications
- Interconnection Agreements:
 - Any interconnection basis studies, power flow analysis, or other grid-related studies
 - Relevant correspondence with the CAISO

- Permitting / Tax:
 - Any agreements with local or county governments, including payment in lieu of taxes (PILOTs), Community Benefit Agreements, or other obligations made by the project
 - County Property Tax agreements/abatements/rates
 - Federal Inflation Reduction Act and O3BA tax assumptions
- Engineering Documentation:
 - 10% or 30% Design documents (most recent available)
 - Major equipment specifications sheets / technical specifications
 - Project substation design specifications and drawings
 - Transmission line design
 - Geotechnical analysis results
 - Foundation design
 - Grading plan
 - Topographic survey
 - Technical specifications including electrical collection system, transmission, civil, SCADA
 - Streambed crossings (as applicable)
 - SCADA design
 - Met Tower Configurations
- Construction:
 - Balance of Plant:
 - Contracts (including term sheets), including schedule, liquidated damages provisions, change order provisions, etc.
 - Itemized, detailed cost estimates
 - Balance of Plant RFPs
 - Project Labor Agreements or other labor agreements
 - Safety policies and procedures
 - Major equipment procurement contracts, including for solar modules, inverters, trackers, BESS modules and integration, project transformers, and other major electrical equipment
 - Any documents related to manufacturing origin, forced labor, or expected tariff treatment
- Operations:
 - Staffing plan
 - Any service agreements quotes or term sheets
 - Summary of all operational restrictions

- At least 2 years of 8760 expected production data
 - Any warranties provided by all major equipment manufacturers
- Safety Policy or Handbook

3.4 OFFER FORM

All worksheets within the Offer Form are to be completed and uploaded into the RFP website as part of the response package for each offer. Please provide one Offer Form per offer. Please indicate the project name and term length or other unique offer attributes in the file name of the Offer Form if proposing multiple projects or offers.

Information submitted through the Offer Form will contain necessary data that CC Power will utilize in its evaluations. In the event of conflicting information between the Offer Form and the Project Proposal, CC Power will defer to the information provided in the Offer Form.

CC Power encourages the following offer variations for its consideration:

- For Build Transfer offers, CC Power has a preference for purchases just prior to energization but will also consider offers for purchase just prior to NTP. CC Power requests that at a minimum an offer for purchase just prior to energization be provided.
- For out-of-state offers, CC Power has a preference for Seller to deliver the products to a CAISO intertie and take on the SC responsibilities. However, CC Power will consider offers as busbar transactions, wherein CC Power will take on the SC function and the responsibility for wheeling power. CC Power requests that at a minimum an offer for Seller's responsibility as SC to deliver to a CAISO intertie with available maximum import capability be offered.
- For larger projects under offtake structures, CC Power requests that respondents provide pricing at discrete tranches of available capacity as follows: 50 MW, 100 MW, 250 MW, 500 MW, and maximum capacity, as applicable. If Seller will not offer any discounts for larger scale, then Seller may provide a single price for the maximum capacity available and indicate any constraints on minimum capacity available for purchase within its written Project Proposal, in Section 3 thereof.

3.5 TARIFF PRICE ADJUSTMENT MECHANISM

Given uncertainties across the market with respect to the implementation of tariffs for materials, equipment and supplies from other countries, CC Power is offering respondents the opportunity to propose a tariff price adjustment mechanism for the sharing of such tariff rates with CC Power. The tariff price adjustment mechanism will factor into CC Power's selection criteria as set forth in Section 4.2. CC Power acknowledges that the proposed price adjustment mechanism won't perfectly account for all possible tariff exposure elements, but aims to account for what may be the primary drivers of project cost increases by focusing on key equipment components.

Of note, CC Power is not offering flexibility on the pass through of tax credit risk. CC Power is offering this RFP at this time to try to get ahead of the July 4, 2026 deadline by which solar and wind projects must be deemed "in construction," and thus will require respondents to make their

best determination about their eligibility for, and the rate associated with, receipt of tax credit incentives.

CC Power is open to constructive feedback on how it may improve or simplify this tariff price adjustment mechanism and encourages respondents to provide feedback along with their questions by the question deadline and/or within their Project Proposal, in Section 9 thereof.

The price adjustment mechanism is envisioned to align with the following two formulas:

1. Renewable Rate (\$/MWh) = [Base Generation Cost + PV Cost x (1 + PV Tariff Passthrough x PV Tariff Rate) + Wind Turbine Blade Cost x (1 + Wind Tariff Passthrough x Wind Turbine Tariff Rate)] (in \$/MW) / Conversion Factor (\$/MW per \$/MWh)
2. Storage Rate (\$/kW-mo) = [Base Storage Cost + BESS Module Cost x (1 + BESS Tariff Passthrough (%) x BESS Module Tariff Rate (%)))] (in \$/MW) / Conversion Factor (\$/MWh per \$/kW-mo)

THE OFFER PRICE THAT EACH RESPONDENT SHOULD PROVIDE TO CC POWER IN THE OFFER FORM SHOULD ASSUME NO TARIFF IMPACTS (0%).

RESPONDENTS MAY ELECT TO OPT OUT OF THE TARIFF ADJUSTMENT MECHANISM BUT MUST INDICATE SO ON THEIR OFFER FORM AND INCLUDE THEIR EXPECTED TARIFF RATES EXPOSURE FOR KEY GENERATION OR STORAGE COMPONENTS WITHIN THEIR OFFER FORM AND PROJECT PROPOSAL FOR A FAIR VALUATION AGAINST RESPONDENTS WHO ARE SUBMITTING ACCORDING TO THE TARIFF PRICE ADJUSTMENT MECHANISM.

Respondents are encouraged to indicate in their Project Proposal what their anticipated tariff rates are, but these will be used as non-binding estimates.

The Base Generation Cost or Base Storage Cost should tie to costs that are not affected by tariffs, e.g., site control, interconnection, equipment not included within the PV, Wind and BESS Cost categories, EPC, O&M, taxes, etc., and should be submitted in \$/MW_{AC} installed.

CC Power proposes that the primary equipment components that may be sourced from overseas, may be subject to tariffs, and that make up the greatest portion of the capital expense of the installed resource are able to be adjusted pursuant to relevant tariffs. For solar projects, the cost relates to photovoltaic modules. For wind projects the cost relates to wind turbine blades. For battery storage resources, the cost relates to battery modules. Each cost component should be submitted in \$/MW_{AC} installed. In general, these cost categories should be relatively in line with market benchmarks for key equipment components.

Respondents shall offer a percentage share of the tariff risk exposure for the affected equipment category (i.e., a number between 0% and 100%) as the “Tariff Passthrough” percentage. This will be multiplied by the applicable Tariff Rate to calculate the increase to the base equipment cost. For example, if solar panels cost \$260,000/MW, the respondent elects to pass through 20% of the tariff exposure, and the PV Tariff Rate equals 25%, the cost of solar panels would increase by \$260,000/MW x (1 + 25%) = \$325,000/MW, but only \$260,000/MW x (1 + 20% x 25%) = \$273,000/MW would be eligible to adjust the Renewable Rate to CC Power.

The Conversion Factors should be values to translate the calculated underlying cost from \$/MW_{AC} to a price in either \$/MWh or \$/kW-mo, which should match the selected agreement form indicated on the Offer Form, i.e., a renewable PPA would be in \$/MWh,

a battery would be in \$/kW-mo. The conversion factor has units of either \$/MW per \$/MWh for generation or \$/MWh_{installed} per \$/kW-mo for storage.

In the case of hybrid resources, there will be two Conversion Factors and two Base Costs, one for the generation asset and one for the storage asset. The respondent will be responsible for electing how to allocate fixed, non-tariff-exposed costs among the two Base Cost components.

Projects which plan to pursue domestic content procurement of equipment may elect to offer no or low PV Costs, Wind Costs, or BESS Costs, as they could shift those costs into the Base Generation Cost or Base Storage Costs or, alternatively, could have low Tariff Passthrough percentages. While such projects' pricing may be relatively higher on a baseline basis, they should look more attractive to CC Power under the proposed stress-test valuation basis (discussed in Section 4.2) by being less exposed to potential tariff rate impacts. Additionally, except for build transfer projects, which must meet domestic content to qualify for direct pay tax credits, such projects may later elect to pursue non-domestic content equipment, should actual costs and tariff rates justify that opportunity. CC Power does not currently intend to put such a mandate on domestic sourcing for Seller's proposed equipment within its agreements.

In the definitive agreement, the expected tariff rates will be required to be disclosed to CC Power at or prior to Seller's Notice to Proceed date. Seller will be asked to provide evidence that it has made best efforts to secure competitively priced equipment at the then current tariff rates by demonstrating quotes and the then applicable tariff rates from at least three (3) different countries of origin, which may include the United States. Seller is not obligated to secure the lowest cost quote but should provide commercially reasonable justification for why it elected to source from a higher cost country of origin. Seller shall be responsible for securing an independent evaluator to assess and certify that the equipment quotes are consistent with the underlying equipment cost and reflective of the tariff then in effect. CC Power will have a termination right, with the right to retain Development Security, should the Expected Renewable Rate or Expected Storage Rate based upon tariff rates at the time of Notice to Proceed exceed a not-to-exceed contract price limit set as a percentage increase over the Base Price. Should the termination right not be triggered or Seller agrees to cap the final Renewable Rate or Storage Rate at the not-to-exceed contract price limit (in its sole discretion), Seller will be expected to move forward with its equipment procurement and facilitate delivery to the United States. Should the actual cost of tariffs increase at the time of the equipment's expected delivery to the United States, such that the Renewable Rate or Storage Rate is greater than the not-to-exceed contract price limit, CC Power shall have a right to terminate, provided, however, Seller shall have a right to day-for-day delays for up to one year to seek a reduction in the applicable tariff rate under which Seller may import the equipment and realize a Renewable Rate or Storage Rate less than the not-to-exceed contract price limit. Should Seller not be able to realize a lower tariff rate and choose not to cap the Renewable Rate and/or Storage Rate at the not-to-exceed contract price, then, CC Power may terminate the contract and, provided the Expected Renewable Rate and/or Expected Storage Rate at NTP was less than the not-to-exceed contract price, shall refund Seller's Development Security. Upon importing the equipment to the United States and realizing the effective tariff rate, Seller shall provide CC Power notice of the applicable tariff rate(s) and provide supporting evidence of such tariff rates' imposition, which shall set the Renewable Rate and/or Storage Rate.

CC Power has provided test fields within the Offer Form for respondents to test whether example tariff rates input by respondent, when combined with their proposed Tariff

Passthrough percentage and Conversion Factors, appropriately calculate the expected Renewable Rate and Storage Rate. These test fields are not going to be evaluated as part of the Offer and are solely for the benefit of respondents' testing.

3.6 REQUEST FOR INFORMATION

As introduced in Sections 1.2, 2.1 and 2.3 of these Instructions, CC Power also seeks information on projects intending to develop innovative technologies that may not yet be at a stage for negotiations of a PPA but can provide reliable, carbon-free energy, PCC1 renewable energy credits, long-duration storage, and/or capacity attributes. These technologies include nuclear, natural gas with carbon capture, hydrogen and non-lithium-ion storage technologies. Respondents should include all applicable or available information detailed in Section 3.1, adhere to the RFP timeframe in Table 4 for offer submittal, and should provide an Offer Form that may omit an offer price but should, to the maximum reasonable and knowable extent possible, provide the requested information for the project. Additionally, in Section 4 of the Project Proposal, respondents are encouraged to provide an overview of how the technology works, any innovative or unique attributes of the resource, and any material constraints or potential challenges faced by the technology in project development or market operations.

PART 4. PROPOSAL EVALUATION

4.1 PROPOSAL EVALUATION METHODOLOGY

CC Power will screen responses for completeness and responsiveness to the eligibility requirements stated above. Each proposal that is deemed complete and responsive will first be valued on an economic basis to develop an economic rank order of the projects. CC Power will utilize respondents' proposals relating to the impact of tariffs to aid in selecting which projects may be the most economic under a range of possible tariff scenarios, and will provide preference to those offers that are both most cost competitive and bear more risk on tariff pass-throughs, subject to any potentially resulting development risk considerations. CC Power will also score projects using a weighted qualitative scoring criteria process. Given the potential volume of offers, CC Power may elect to prioritize qualitative scoring for the most economic resources. Additionally, CC Power may use the scoring criteria and other qualitative selection criteria to re-prioritize its rank-ordering of projects to inform final project selection for negotiations.

Criteria for selection of proposals will include, but not be limited to, the items listed in Sections 4.2 and 4.3. Each proposal will be evaluated on a weighted criteria basis to determine the highest scoring proposals. The highest scoring proposals with the best economics may be selected for award. There is a maximum of 100 points possible.

Build transfer projects will, and certain PPA or tolling agreement resources may, go through an initial technical evaluation by CC Power's owner's engineer to verify project viability and discern any potential development, permitting, interconnection, performance, economic, or other risks. Build Transfer respondents will be asked to provide the incremental information in Section 3.3

above and may be requested to supply further information or address certain questions at that time, if necessary.

A shortlist will be developed of the preferred projects, based upon the economic valuation, qualitative selection criteria, and technical diligence. The shortlist will be presented to CC Power's members for expressions of interest in advancing to the selection, negotiation and (in the case of build transfer projects) deep-dive technical diligence stage. Successful respondents will be notified via the solicitations@cacommunitypower.org email address that they have been selected for negotiations. Provided that no major risks are found through the deep dive technical evaluation, as applicable, of selected projects to put the project's success or economic viability in doubt, and the parties successfully negotiate an agreement for the project, CC Power intends to execute one or more contracts with the selected project(s) based on the negotiated terms and conditions thereof.

4.2 ECONOMIC PROJECT VALUATION

The economic evaluation will determine the financial competitiveness of a project through a ranking of each offer's economics relative to other offers on a net present value basis. The process will combine a proposed offer's price, location, expected generation profile, and physical or operating characteristics (round trip efficiency, degradation, cycle limits, etc.) to determine a project's expected net market value, i.e., the expected market revenues and value of products being delivered minus the expected contract costs, discounted to present value.

CC Power will conduct a scenario analysis upon each offer's price to evaluate the potential impact of tariffs, using a potential, to-be-determined tariff rate, to stress test the expected pricing. Based upon a comparison of the most economic offers under the baseline and stress-test scenarios and the qualitative selection criteria, CC Power will select a subset of offers for which it will develop a net value curve, using the expected revenues and modulating the expected cost of the resource according to different tariff sensitivities, to evaluate which offers provide the most economic value, regardless of tariff rate exposure, to further inform CC Power's and its members' selection recommendations.

CC Power will take an additional step to compare proposals that submit both PPA or tolling and BTA structures. CC Power will utilize project capital cost inputs (construction, network upgrades, battery augmentation) and operating cost inputs (O&M, land lease, asset management, insurance, property tax, etc.) provided through the proposals and combine them with CC Power's own internal cost and financing assumptions to calculate a project's levelized cost of energy and expected net present value over its economic life. The value and risks of ownership will be compared against the PPA valuation to determine the more economically beneficial option to CC Power's members and whether CC Power would prefer to contract for a build transfer versus a PPA or tolling arrangement.

4.3 QUALITATIVE SCORING CRITERIA

40 points: Development Risk: i.e., site control, permitting risks / status, interconnection maturity, wheeling complexity, CAISO import capability availability, technology and equipment selection, tax credit eligibility and tariff exposure risk

30 points: Counterparty Risk: i.e., respondent experience, qualifications, creditworthiness, past dealings

20 points: Project Location: Sites located within a CC Power member's territory > NP15 > CAISO > CA > Out-of-state

10 points: Environmental Stewardship: environmental impact and environmental benefits of proposed resource, including certain benefits such as the deployment of agrivoltaics, wetland restoration, habitat preservation, etc.

Pass / Fail: Labor: Qualifies for Inflation Reduction Act's Prevailing Wage Requirements and meets Apprenticeship requirement, preference for Project Labor Agreement

Pass / Fail: Domestic Content: In the case of build transfer agreements, proposal provides a plan for how to meet or waive domestic content requirements of Inflation Reduction Act for tax-exempt entities. If project would not qualify for tax credits regardless, this factor is irrelevant.

Pass/Fail criteria require a "Pass" score to proceed in the evaluation process.

Total Points Possible: 100

Additional details and guidance relating to the information that CC Power is requesting for the evaluation will be specified in the Offer Form. All information should be provided by respondents in the Offer Form.

PART 5. RFP PROCESS COMMUNICATION

5.1 RESPONSES TO INQUIRIES

All questions, requests, and other inquiries or communications from or on behalf of respondent to CC Power about this RFP must be directed in email to solicitations@cacommunitypower.org in accordance with the timeline provided.

Subject to consideration of confidentiality concerns, CC Power intends to post all questions submitted by respondents (common questions will be aggregated), as well as responses to those questions on the RFP website. All questions will be posted anonymously to shield the identity of respondents who posed the questions. CC Power's objective in posting questions and answers is to afford respondents equal access to information potentially relevant to their proposals. Respondents are urged to submit RFP questions as early as possible, in consideration of the proposal submission deadlines. Responses to questions will be posted in accordance with the timeline provided.

Please note that responses to questions about data templates and other aspects of the RFP will only be answered via the formal Q&A process.

5.2 SCHEDULE

Below are the RFP milestone dates. CC Power reserves the right to adjust dates. Following the submission deadline, all respondents will be notified of date changes via email and as posted on RFP website. Please refer to the RFP website for the most up-to-date timeline information.

Table 3: RFP Schedule

BID SCHEDULE – ACTIVITY	RFP DATE/TIMEFRAME ³	BTA DATE/TIMEFRAME*
RFP Announcement	10/20/2025	10/20/2025
Deadline for Questions from Respondents	10/31/2025	10/31/2025
Target Date for CC Power-issued Addendum on Submitting Large Offer Files to CC Power	11/10/2025	11/10/2025
Q&A Responses Posted (answers posted as questions are received and processed)	11/14/2025	11/14/2025
RFP/BTA Responses Due	12/5/2025	12/5/2025
Notice of Selection	1/30/2026	2/27/2026
Execute Exclusivity Agreements	2/20/2026	3/13/2026
Begin Contract Negotiations	February 2026	March 2026
Target CC Power Board Approval Date ⁴	5/20/2026 or 6/17/2026	TBD
Target Contract Execution Deadline ²	5/22/2026 or 6/19/2026	TBD

PART 6. PROPOSAL SUBMISSION PROCESS

6.1 GENERAL

Unless otherwise instructed, all proposals must satisfy eligibility requirements set forth in the RFP and be submitted in accordance with these RFP Instructions to be considered for evaluation. CC Power may entertain certain non-conforming offers but encourages respondents to engage with CC Power ahead of making such offers to gauge interest and get feedback on how to align, to the extent possible, with the framework of the solicitation's offer requirements.

6.2 COST OF RESPONDING

Respondent will bear all costs associated with the preparation and submission of its proposal. Neither CC Power, its affiliates, members, nor any agent of CC Power will be responsible or liable for any costs, regardless of the cost or outcome of the proposal process.

³ Dates may be subject to change

⁴ CC Power has set these target dates in an effort to support projects that may need offtake certainty to achieve groundbreaking by July 4, 2026 to preserve eligibility for tax credits. CC Power reserves the right to delay or deprioritize projects that are not subject to this constraint.

6.3 RESPONDENT'S REPRESENTATION

By submitting a proposal, each respondent represents that they have read and understood the proposal documents, are familiar with the local conditions under which the work is to be performed, and unless respondent has provided a term sheet to the relevant agreement(s), is deemed to have read, understood, and agrees in principle to the terms and conditions of the relevant pro forma agreement(s) or term sheet. By responding to this RFP, respondent agrees to disclose any sale or transfer of interest in or to a proposed project referenced in a Proposal.

6.4 REQUIRED APPROVALS

Each proposal must state that the respondent has obtained all necessary internal approvals for the submission of and intent to enter into negotiations with respect to the Project Proposal, prior to the submission of the Project Proposal.

6.5 PROPOSAL SUBMITTAL

Responses are due by December 5, 2025 by 11:59 Eastern Prevailing Time unless extended by an Addendum to these RFP Instructions. The solicitation will close at this time and will not accept late proposals. All Offer Forms and Project Proposal narratives are to be submitted to solicitations@cacommunitypower.org. CC Power is in the process of establishing a secure online portal for the submission of respondents' supporting offer files and will provide more information on how to submit such requested files via an Addendum to these RFP Instructions by November 10, 2025.

Respondents must follow the instructions provided herein, in the preparation and submittal of their proposals. Questions can be directed to solicitations@cacommunitypower.org by the deadline set forth in Section 5.2. Answers will be posted to the CC Power's solicitations website and will be publicly available by the deadline set forth in Section 5.2.

6.6 CONFIDENTIALITY

All documents submitted in response to this RFP will become the property of CC Power upon submittal. CC Power may be required to disclose information received pursuant to this RFP in accordance with requirements of the Ralph M. Brown Act or the California Public Records Act (CPRA). Upon submission, all proposals shall be treated as confidential until the selection process is completed. Once the selection process is complete, all proposals shall be deemed public record.

Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by respondents as "Trade Secret", "Confidential", or "Proprietary". CC Power will endeavor to protect any such marked information to the extent permitted under the CPRA. However, CC

Power shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.

In the event CC Power receives a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", CC Power may notify respondent and provide it with an opportunity to seek a court order to limit disclosure. CC Power may also be willing to redact or withhold confidential information from disclosure in the event that respondent agrees to defend, indemnify and hold CC Power harmless from any challenge associated with such redaction or non-disclosure.

A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a respondent who indiscriminately and without justification identifies most or all its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

6.7 CONTRACTUAL CONSIDERATIONS

All respondents are deemed to agree in principle to the terms and conditions of the pro forma agreements, unless they provide a term sheet specifically identifying how key provisions that are assumed in the pricing of proposal(s) are to be modified. Commercial terms and conditions will be negotiated with the respondents selected to be finalists for this RFP. All proposals will represent a firm offer to contract on the terms and conditions of the agreements included as RFP materials. Each representation of fact and promise of future performance within a Project Proposal may be incorporated into the agreement as a warranty or covenant. Any statement of fact or promise of future performance that is not intended by the respondent as a warranty or covenant should be clearly identified.

6.8 AWARD

CC Power reserves the right to reject any and all proposals. Prior to awarding a proposal, CC Power may have discussions with respondents whose proposals are under consideration.

Negotiations arising out of the proposals may be conducted with any or all respondents at CC Power's sole discretion. Respondents selected within the RFP process will be expected to enter into an exclusivity agreement within three (3) weeks following the award of the proposal and provide a security deposit to enter into negotiations for a definitive offtake agreement. Selected respondent will be expected to enter into a definitive agreement within a reasonable amount of time thereafter. CC Power will have no obligation to accept any proposal submitted pursuant to this RFP. Whether, and on what terms, any proposal is accepted is within CC Power's sole discretion. CC Power agrees not to actively solicit any project that is under active consideration by any of its members, and CC Power's members agree not to actively solicit any project that is under active consideration by CC Power.

Certain CC Power members may elect to "piggyback" upon CC Power's procurement process and engage with respondents that have been rejected for joint action contracting at the time of CC Power's shortlisting. CC Power members may wish to engage individually or in small groups of two to three interested members. Any such engagement among CC Power members and

respondents will be at the discretion of each of the respondent and the interested CC Power member(s).

PART 7. DISCLAIMER

The information contained in this RFP has been prepared solely to assist prospective respondents in making the decision of whether or not to submit a proposal. CC Power does not purport this information to be all-inclusive or to contain all of the information that a prospective respondent may need to consider in order to submit a proposal. Neither CC Power nor its employees, officers, consultants nor affiliates will make, or will be deemed to have made, any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability, or completeness of the information contained herein, or in any document or information made available to a respondent, whether or not the aforementioned parties know or should have known of any errors or omissions, or were responsible for its inclusion in, or omission from, this document.

By participating in this RFP process, a respondent acknowledges that it has read, understands, and agrees to the terms and conditions set forth in these RFP Instructions. CC Power reserves the right to reject any proposal that does not comply with the requirements identified herein, or to waive irregularities, if any. The proposal documents, unless otherwise designated, are confidential, are the property of CC Power, and are only for the purpose of the respondents' preparing and submitting a proposal in response to this RFP. All respondents should note, however, that any material submitted to CC Power may be subject to the Public Records Act laws of the State of California.

CC Power further reserves the right to communicate with individual respondents to ask clarifying questions about their proposals prior to making a shortlisting decision. Furthermore, CC Power may, at its sole discretion and without notice, modify, suspend, or terminate the RFP without liability to any organization or individual. Any modification to this RFP will be made by addendum. This RFP does not constitute an offer to buy or create an obligation for CC Power to enter into an agreement with any party, and CC Power shall not be bound by the terms of any offer or proposal until an agreement has been fully executed and approved by its board and the boards of its Project Participants, as applicable. If selected, a respondent may be invited to enter into a contract with CC Power. CC Power may negotiate and execute contracts with different respondents on differing timelines. Where negotiations do not result in mutually agreeable terms, CC Power may choose not to execute a contract with the respondent. CC Power shall not be responsible for any of the respondent's costs incurred to prepare, submit, negotiate, or to enter into an agreement, or for any other activity related to meeting the requirements established in this solicitation. All submittals shall become the property of CC Power and will not be returned.

CC Power has no obligation to reimburse, compensate, or otherwise pay the costs incurred by respondents to this RFP in evaluating its contents, providing a response, or, if selected by CC Power, negotiating, delivering and executing any definitive agreements that arise from this RFP. Respondents to this RFP are solely responsible for all costs incurred by them when evaluating and responding to this document, and any negotiation costs incurred by the respondent thereafter. CC Power may, in its sole discretion and without limitation, refuse to accept any and all proposals and to evaluate proposals and proceed in the manner it deems appropriate, which may include deviations from the expected evaluation process, the waiver of

any requirements, and the request for additional information. Rejected respondents will have no claim whatsoever against CC Power nor its employees, officers, consultants nor affiliates.