2026

CALIFORNIA
COMMUNITY POWER

Asset Ownership

Request for Proposals

November 17, 2026

California Community Power

901 H St, Ste 120, PMB 157, Sacramento, CA 95814 | cacommunitypower.org

EXECUTIVE SUMMARY

California Community Power ("CC Power") is a joint powers agency comprised of nine California community choice aggregators who collectively serve approximately 2.7 million customers and roughly 12% of CAISO's load. CC Power is issuing an ongoing Asset Ownership Request for Proposals ("RFP") for utility-scale, AC-coupled solar-plus-storage projects. CC Power seeks to buy projects through a Build Transfer Agreement ("BTA") or via acquisition of a mid-stage development project for which CC Power would be responsible for completing development. CC Power is not seeking standalone storage projects, power purchase agreements ("PPA"), or tolling agreements through this solicitation. Owning the targeted solar-plus-storage projects allows CC Power to use tax-exempt municipal financing and, where eligible, direct-pay tax credits under the Inflation Reduction Act to potentially secure lower cost renewable and capacity benefits than may otherwise be possible through PPAs or tolling agreements.

CC Power is targeting solar-plus-storage projects that provide 20 to 100 MW of installed solar AC capacity with an equal amount of 4- or 8-hour energy storage, preferably lithium-ion storage. CC Power will consider non-lithium-ion storage technologies, particularly for 8-hr configurations, but wishes to minimize the risk of its first ownership pursuit and thus prefers more established technologies. The expected commercial operation date must fall between June 1, 2029 and June 1, 2034. Projects must be directly connected to CAISO, with sites within CC Power's members' territories preferred.

CC Power prefers to contract via BTA structures wherein it will take ownership just before energization but will consider other offer structures, such as ownership at NTP. Any offer to transfer at or prior to Notice to Proceed is preferred to also include a pricing offer to purchase the asset at energization (COD). CC Power welcomes proposals to bundle operations and maintenance agreements within the asset purchase agreement. CC Power is flexible on the potential pricing structures, which may include fixed price, cost-plus, or variable developer margin arrangements.

Respondents may pose questions to CC Power by reaching out to solicitations@cacommunitypower.org, with "Asset Ownership RFP" in the subject line. Answers to questions will be publicly posted via an FAQ document posted to CC Power's RFP website. Final offer proposals will be accepted on a rolling basis via solicitations@cacommunitypower.org, with "Asset Ownership RFP" in the subject line.

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1. INTRODUCTION

1.1. CALIFORNIA COMMUNITY POWER BACKGROUND

CC Power is a joint powers agency comprised of nine (9) 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 advance local and state climate goals. CC Power focuses its procurement efforts on resources that are hard to find in the market, too big for members to effectively procure on their own, innovative and emerging technologies, and derisking new procurement approaches, such as asset ownership and greenfield development. CC Power members serve approximately 12% of the California Independent System Operator's ("CAISO") electrical needs, covering over 2.7 million customers and 112 municipalities spanning from Humboldt County to Santa Barbara County in California.

Table 1: CC Power Members

Ava Community Energy	***Ava Community Energy*** serves approximately 1.7 million residents across Alameda County, unincorporated San Joaquin County, and the cities of Tracy, Stockton and Lathrop.
Central Coast Community Energy	***Central Coast Community Energy*** serves approximately 1.1 million residents across Monterey, San Benito, San Luis Obispo, Santa Cruz, and Santa Barbara counties.
CleanPowerSF	***CleanPowerSF*** is operated by the San Francisco Public Utilities Commission and serves approximately 385,000 customers throughout San Francisco.
Redwood Coast Energy Authority	***Redwood Coast Energy Authority*** serves approximately 123,000 customers located across Humboldt County.
San Jose Clean Energy – A Program of the City of San José	***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	***Silicon Valley Clean Energy*** serves approximately 720,000 customers across 13 communities in Santa Clara County.
Sonoma Clean Power	***Sonoma Clean Power*** serves approximately 500,000 residents across Sonoma and Mendocino counties.
Valley Clean Energy	***Valley Clean Energy Alliance*** serves approximately 167,000 customers across the cities of Woodland, Winters, Davis and unincorporated Yolo County.
westlight energy	***Westlight Energy*** (formerly known as Peninsula Clean Energy) serves approximately 750,000 residents within San Mateo County and the City of Los Banos.

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Figure 1: CC Power Member Map

1.2. PURPOSE OF RFP

CC Power is issuing this Asset Ownership Request for Proposals ("RFP") on behalf of its member CCAs to pursue wholesale generation and storage asset ownership while meeting procurement obligations as a result of the following:

1. The California Public Utilities Commission's ("CPUC") Decision (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.
2. CPUC D.26-02-057 ordering an additional 6,000 MW of incremental capacity under the Integrated Resource Plan Procurement Track, which provided each member CCA with a reliability procurement obligation. Eligible resources will need to meet certain operational characteristics, providing one or a combination of the following: carbon-free or Renewable Portfolio Standard ("RPS")-eligible generation, clean firm generation, or energy storage with durations of at least four hours and must be online between 2029 and 2032.
3. California Senate Bill ("SB") 1078 (Sher, 2002), SB 350 (de León, 2015), and SB 100 (de León, 2018) establishing and accelerating the California 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. Exploring wholesale electricity asset ownership opportunities on behalf of member CCAs and developing CC Power's operations and maintenance capabilities.

CC Power seeks proposals to contract with a project developer either (i) under a BTA or (ii) to acquire a mid-stage development project and have CC Power continue project development thereof. CC Power is not seeking to contract under a PPA or tolling agreement in this RFP.

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 One Big Beautiful Bill Act ("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 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 particular, CC Power is interested primarily in solar-plus-storage assets for ownership consideration, given such resources' alignment with its members' needs, relative simplicity as compared to other technology types that may otherwise be available, and ability to be deployed in or near CC Power's members' territories.

1.3. CC POWER CONTRACTING APPROACH

CC Power is a joint powers agency 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 asset 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 payments for the asset acquisition and operations. Project Participants will post several months of advance payments to CC Power to serve as reserves in the event of their payment default. Project Participants will indemnify one another against any default under the asset 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.

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

Table 2: CC Power Member Credit Ratings (as of 9/11/2026)

	Rating by Agency		
CC Power Member	**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	A1 (Stable)	N/A
Redwood Coast Energy Authority	N/A	N/A	N/A
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	A- (Stable)	-	-
WestLight Energy	A- (Positive)	A3 (Stable)	N/A

Despite one CC Power member lacking an investment grade credit rating, 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 member's participation in any project.

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

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

2. ELIGIBILITY REQUIREMENTS AND CONTRACTING APPROACHES

2.1. ELIGIBILITY REQUIREMENTS

CC Power seeks to purchase utility-scale, paired, RPS-eligible solar generation and lithium-ion storage assets for 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 2 below, except where noted as a preference or exception.

Table 3: CC Power RFP Offer Requirements

Requirement	Solar + Storage
Technology	Generation type must be solar photovoltaics. The paired storage resource is preferred to consist of 4- or 8-hour duration lithium-ion batteries. Buyer may entertain alternatives to lithium-ion batteries, if available, but may require further technical diligence on the permitting, financing, and performance risks associated with such technologies.
Product Structure	Preference for a build-transfer agreement with full ownership transfer just prior to energization (preferred) or else at Notice to Proceed (NTP)[1] . Further preference for Respondent to include consideration for provision of an Operations & Maintenance agreement within the offer. Preference for partial equity ownership scenarios, shared with Seller, likely through tenancy-in-common structure, wherein the incentives of

[1] 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

	Seller and Buyer are aligned with respect to maintaining low costs, high performance, and asset longevity. Open to consideration of a mid-stage project acquisition wherein CC Power would take on the remaining development work to advance the project to completion, whether through a pay-for-development services structure with the Seller, a clean handoff upon completing the asset sale with CC Power continuing the development responsibilities, or other proposed structures. Respondents are encouraged to describe the proposed transaction structure with sufficient detail to understand the mechanics of the transaction and who bears what risks.
Capacity	Purchase of 20 to 100 MW of solar plus equal volume of 4- or 8-hour energy storage.
Site Location	Within CC Power member territory (preferred) or interconnected to the CAISO-controlled grid. Preference will be provided to NP15 projects over SP15 projects. CC Power will not accept imports from outside of CAISO.
Commercial Operation Date (COD)	6/1/2029 to 6/1/2034
Deliverability	Either both the solar plus storage or just the paired portion of the storage must have Full Capacity Deliverability Status (“FCDS”) or reasonable expectation of FCDS with Buyer termination right for failure thereof.
Interconnection	At least an application in QC16, but System Impact Study or equivalent preferred.
Site Control	Option to lease or purchase or active lease or ownership.
Experience	Must have developed and commenced commercial operations of project(s) of same technology of equal or greater size; preference for previous build-transfer experience.
Pricing Structure	Open to discussion on appropriate pricing structures, e.g., fixed price ($ or $/kW and $/kWh), cost-plus with fixed or floating (e.g., according to inverse sliding scale with margin decreasing as costs increase and vice-versa) developer margin subject to price caps with termination rights if exceeded, or other proposed structures.

CC Power may entertain certain non-conforming offers but encourages Respondents to engage with CC Power via solicitations@cacommunitypower.org using the words “Asset Ownership RFP” in the subject line ahead of making offers to gauge CC Power’s interest and to get feedback on how to align, to the extent possible, with the framework of the RFP’s offer requirements.

2.2. CONTRACTING DOCUMENTS AND REQUIREMENTS

CC Power has posted copies of the RFP documents to its website, as follows:

1. Offer Workbook;
2. Build Transfer Term Sheet;
3. Exclusivity Agreement; and
4. Non-Disclosure Agreement

Respondents are advised to review the Build Transfer Term Sheet to inform their pricing proposals for BTA contract structures. CC Power reserves the right to cease discussions with a Respondent if the proposed changes to the Build Transfer 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 $5/kW for renewable projects and $1.25/kWh for storage projects.

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.

3.1. COMPLETE PROJECT PROPOSAL REQUIREMENTS

A complete proposal will include the following components:

- Project Proposal (described in Section 3.1)
- Offer Form (Excel)
- 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
- Most recent of: interconnection agreement, facilities study, system impact study, or application
- Any FCDS declarations or correspondence from CPUC or CAISO regarding FCDS / partial capacity deliverability status (“PCDS”) and qualification
- Public copy of a project labor agreement or letter of intent to enter into a project labor agreement, if available

- Documentation that the permitting application submitted to the lead land use permitting agency has been deemed complete, if available
- Proposals must indicate whether Respondent will provide or cause a third-party to provide EPC and O&M services for the construction and/or operation of the facility

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.
- Evaluation criteria include the project's economic valuation, project location, developer experience, project maturity and viability, environmental impact, community benefits, use of union labor and local hires, and portfolio fit.
- Proposals must assume Respondent will provide the pro forma development security amount in the final executed agreement.
- CC Power assumes a fixed-fee structure. For cost plus or index-type offers please include the cost proposal in detail for CC Power review.
- 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
- The project shall pay prevailing wages and comply with applicable apprenticeship and similar requirements in compliance with the California Labor Code and federal Davis-Bacon Act. Any out-of-state project must employ a project labor agreement.

3.2. PROJECT 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 briefly describing the Respondent, partners, the project(s), proposed asset sale structure and timing, pricing mechanics, project development responsibilities, and any offer variations that are part of the proposal
- Section 2: Respondent information including company name, location, history, partners / affiliates / parent(s), energy project development and operation experience (particularly in California within CAISO), past and current energy projects completed and in development, financial strength, access to financing and supply chain, project team members, and experience in Build Transfer Agreement structuring.
- Section 3: Key highlights of the project pricing, asset transfer timing, pricing mechanics, and terms for any offer variations, in table format summarizing: offer number, asset transfer date, online date, capacity, energy duration, pricing structure, and proposed price. Respondent shall also identify whether the project(s) is(are) 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, 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, including permitting and interconnection milestones, procurement timelines for major equipment and expected date of ownership transfer.
- 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, applicable taxes, land costs, and any material commitments made to land owners or lessors.
- Section 7: List of permits completed, all remaining required permits and their status, potential development challenges and mitigations, community engagement activities undertaken, hazardous materials and decommissioning risks and mitigations, etc., and (to the extent available) the Phase 1 Environmental Site Assessment for the project and relevant CEQA documentation including air quality, greenhouse gas, biological resource, cultural resource assessment, and noise.
- Section 8: Interconnection description and status, including: interconnection location and plan, interconnection application / study / agreement status, key interconnection milestone dates, transmission upgrade dependencies, and deliverability plans and risks.
- Section 9: Supply chain plans and considerations, including material equipment orders placed and their costs, lead times for major equipment, remaining procurement status and plans, past experience with intended equipment suppliers, plans for compliance with domestic content requirements (as applicable), exposure to tariffs including relative shares of equipment costs exposed thereto, tariff and price risks and mitigation plans, and Foreign Entity of Concern ("FEOC") exposure and risks.
- Section 10: Corporate credit rating as determined by Moody's, Fitch, and/or S&P, as applicable; project development and construction financing plans (as applicable), including use of equity and debt; eligibility for domestic content or disadvantaged community tax credit bonuses; timing of financing plans; 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 prior to energization, at NTP, or earlier; and expected O&M costs for the life of the project and decommissioning costs.
- Section 11: Project partners, including any planned investors, financiers, EPC, equipment suppliers, O&M providers, union labor engagement, tribal engagement, local community engagement, land owners, 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.

3.3. INCREMENTAL SHORTLIST INFORMATION

While not required at the time of initial offer, upon notice from CC Power of shortlisting for contract discussions, Respondents should be prepared, within ten (10) business days of such notice, to provide the following documentation as applicable, to facilitate the technical evaluation of the project for potential selection purposes. CC Power will set up access for Respondent to a secure, confidential folder within its SharePoint online system for Respondent to transfer the following files.

- 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 and legal opinions
- 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, letter of intent to enter into a Project Labor Agreement, or other labor agreements
  - Safety policies and procedures
  - Major equipment procurement contracts and warranties, 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
  - Diversity, Equity and Inclusion Policy / Handbook
- 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 sent to CC Power as part of the response package for each offer. Please provide one Offer Form per offer. Please indicate the project name and any 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.

4. PROPOSAL EVALUATION

4.1. PROPOSAL EVALUATION METHODOLOGY

CC Power will screen responses as they are submitted 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 before reviewing qualitative information.

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 qualitative scoring proposals. The highest qualitative scoring proposals with the best economics may be selected for contract discussions. There is a maximum of 100 points possible during this phase.

Projects will be shortlisted based upon their economic valuation, qualitative selection criteria, and initial, high-level technical diligence.

Shortlisted 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. Such projects may then go through a 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.

Those projects that satisfy the shortlisting requirements and pass the technical review with recommendations to proceed will be presented to CC Power's members for expressions of interest in advancing to the selection and contract negotiation stage. Additional technical diligence may also be required. Successful Respondents will be notified via the solicitations@cacommunitypower.org email address that they have been selected for negotiations.

Once a proposal is submitted, CC Power will endeavor to provide a response to Respondent within 6 weeks.

4.2. ECONOMIC PROJECT VALUATION

The economic evaluation will determine the financial viability of a project through a process that 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 purchase price, operating and maintenance costs, and decommissioning costs, discounted to net present value. CC Power will utilize project capital cost inputs (equipment procurement, 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.

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

10 points: Community and Environmental Stewardship: community benefits and acceptance, environmental impact and environmental benefits of proposed resource, including certain benefits such as wetland restoration, habitat preservation, etc., and applicable labor and workforce development considerations, including a project labor agreement

Pass / Fail: Labor: Meets prevailing wage requirements

Pass / Fail: Domestic Content: 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 Qualitative 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.

5. RFP PROCESS COMMUNICATION

5.1. COMMUNICATIONS ON RFP UPDATES

Interested Respondents are encouraged to subscribe to CC Power's mailing list by filling out the requested contact information at the bottom of CC Power's home page at www.cacommunitypower.org. CC Power will utilize its mailing list to email updates on any changes to the RFP Instructions, including dates and deliverables; status updates, such as posting of the Q&A documents or close of solicitation; and any other material communications relating to the RFP that are relevant to all Respondents.

5.2. 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 and must include the words "Asset Ownership RFP" in the subject line to distinguish the communications from other solicitations that may be concurrently ongoing.

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 anonymized 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.

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.

5.3. SCHEDULE

The proposed RFP milestone dates are listed below. 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 the RFP website. Please refer to the RFP website for the most up-to-date timeline information.

Table 4: RFP Schedule

BID SCHEDULE – ACTIVITY	TIMEFRAME
RFP Announcement	11/17/2026
Q&A Responses Posted (answers posted as questions are received and processed)	Ongoing
RFP Responses Due	Ongoing
Notice of Provisional Shortlisting or Request for Cures	4-6 weeks after offer submittal
Notice of Selection	4-6 weeks after supplemental information received

Execute Exclusivity Agreements	4-6 weeks after Notice of Selection
Begin Contract Negotiations	Upon execution of Exclusivity Agreement and deposit of required security amounts
Target CC Power Board Approval Date	TBD
Target Contract Execution Deadline	TBD

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.

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 Build Transfer Term Sheet, as applicable. 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

This is an ongoing RFP and Responses may be submitted at any time until CC Power notifies the market that the RFP has closed. All Offer Forms and Project Proposal narratives are to be submitted to solicitations@cacommunitypower.org and must include the words "Asset Ownership RFP" in the subject line to distinguish the communications from other solicitations that may be concurrently ongoing.

Respondents must follow the instructions provided herein, in the preparation and submittal of their proposals. Questions can be directed to solicitations@cacommunitypower.org with the words "Asset Ownership RFP" in the subject line. Answers will be posted to the CC Power's solicitations website and will be publicly available.

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 California Public Records Act ("CPRA"). Upon submission, all proposals may be treated as confidential until the selection process is completed. Once the selection process is complete, all proposals will be subject to release as public records.

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 asset purchase 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).

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, 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 nor 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.