



# **Disadvantaged Communities Green Tariff and Community Solar Green Tariff Request for Offers**

**Launch: Monday, November 22, 2021**

**Offers Due: Monday, January 30, 2022**

**RFO Website:** [PenCleanEnergy.com/solicitation/2021-dac-gt-and-cs-gt-rfo/](https://PenCleanEnergy.com/solicitation/2021-dac-gt-and-cs-gt-rfo/)

**Peninsula Clean Energy Authority**, a community choice energy aggregator, is San Mateo County's official electricity provider and currently provides electricity service to approximately 300,000 customer accounts. Its service territory will expand to include Los Banos, CA beginning in April 2022. Learn more at [PenCleanEnergy.com](https://PenCleanEnergy.com).

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## 1. Request for Offers Overview

On June 21, 2018, the California Public Utilities Commission (CPUC) approved [\(D.\)18-06-027](#) *Alternate Decision Adopting Alternatives to Promote Solar Distributed Generation in Disadvantaged Communities* adopting new programs to promote the installation of renewable generation among residential customers in disadvantaged communities (DAC) as directed by the California Legislature in Assembly Bill (AB) 327.<sup>1</sup> Pursuant to D.18-06-027, Community Choice Aggregators (CCAs) may develop and implement their own DAC Green Tariff (DAC-GT) and Community Solar Green Tariff (CSGT) programs.

Peninsula Clean Energy Authority (PCE) is authorized<sup>2</sup> to procure between 1.24 MW and 4 MW for its DAC-GT program and between 0.4025 MW and 1.0 MW for its CSGT program.

Any Power Purchase Agreement (PPA) which results from this Request for Offers (RFO) will be subject to PCE Board of Directors (Board) and CPUC approval. For those projects that receive PCE Board of Directors approval and an executed PPA, PCE will submit the executed PPA to the CPUC for approval within 180 days of bidder's receipt of shortlist notification.

### About Peninsula Clean Energy

Peninsula Clean Energy is a CCA and San Mateo County's official electricity provider. Its service territory will expand to include Los Banos, CA beginning in April 2022.

In May 2019, Peninsula Clean Energy received an investment grade credit rating of Baa2 from Moody's and in April 2020, PCE received an investment grade credit rating of BBB+ from Fitch. As of June 30, 2020, PCE had an audited combined cash and marketable securities balance of \$177.6 million. The combined balance represented 280 days of cash on hand, well in excess of PCE's Board updated policy requirement of 180 days. PCE's financial statements including its fiscal year 2019-2020 audited financial statements are available on PCE's website.

### Acknowledgment of Terms

By participating in this RFO process, a bidder acknowledges that it has read, understands, and agrees to the terms and conditions set forth in these RFO instructions, including all attachments. PCE reserves the right to reject any offer that does not comply with the requirements identified herein. Furthermore, PCE may, at its sole discretion and without notice, modify, suspend, or terminate the RFO without liability to any organization or individual. The RFO does not constitute an offer to buy or create an obligation for PCE to enter into an agreement with any party, and PCE shall not be bound by the terms of any offer until it has entered into a fully executed agreement.

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<sup>1</sup> AB 327 (Perea), Stats. 2013, ch 611.

<sup>2</sup> [Resolution E-5124](#), along with later approved capacity adjustments to accommodate the expansion of PCE's service territory to Los Banos, CA. This is subject to a reconciliation process and the final approved capacity may not be known until the end of 2022.

## 2. Project Eligibility

Offers must meet the following eligibility requirements:

### DAC-GT Project Eligibility

- The Project must be a new solar, wind, small hydroelectric, or biogas<sup>3</sup> Renewable Portfolio Standard (RPS)-eligible, in-front-of-the-meter generating facility.
- The Project must be physically located in and connecting electrically to a circuit, load, or substation within Pacific Gas and Electric Company's (PG&E) service territory and located within an eligible DAC as further explained below.
- Behind-the-meter projects, non-renewable technologies, and other complementary technologies, including energy storage, are not eligible.
- The Project must have an online date no later than December 31, 2024. Earlier online dates are preferred.
- The Project must have a demonstrably viable path to successful interconnection with the relevant authority (California Independent System Operator (CAISO) or PG&E).
- The Project must comply with the California Air Resources Board's Voluntary Renewable Electricity Program.
- The Project must be Green-e eligible.
- The Project must qualify as a DAC-GT Project pursuant to [D.18-06-027](#), [D.18-10-007](#), and [Resolution E-4999](#).

While not a requirement, Peninsula Clean Energy prefers DAC-GT projects sited in Los Banos, CA, which will become part of its service territory in April 2022.

### CSGT Project Eligibility

CSGT Project must meet all the DAC-GT requirements above, with the following additional requirements:

- The Project must be located within 5 miles of the DAC census tracts in which subscribing Peninsula Clean Energy customers reside, as further defined in the CSGT Eligible Locations requirements below; and
- The Project must submit a letter of commitment from a non-profit community-based organization (CBO) or a local government entity or school that would serve as a sponsor for the CSGT project on behalf of DAC residents. See [Appendix A, Community Sponsor Requirements](#) for more detail.

PCE may be able to support the identification and engagement of a qualifying Community Sponsor.

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<sup>3</sup> The CPUC decision also allows for biomass resources, however PCE's Board of Directors has explicitly prohibited PCE's procurement of biomass resources.

**DAC Locational Requirements**

The CPUC has defined an eligible DAC as census tracts that either: (1) score at or above the 75th percentile (i.e., scoring in the top 25 percent statewide) in the current California Environmental Protection Agency’s (CalEPA) CalEnviroScreen 4.0 on a statewide basis, or (2) are one of the census tracts that score in the highest five percent of CalEnviroScreen’s pollution burden, but that do not have an overall score.

The CalEPA has created an [online map](#) that displays the CalEnviroScreen results. There are multiple ways to identify DACs:

1. Via Data List (Spreadsheet). Visit the [CalEPA DAC website](#), download the List of Disadvantaged Communities Excel file, and filter the data set; or
2. Search by Address. On the CalEnviroScreen map, in the “Find address or place” field, input the address and determine the color coding alongside the map’s Legend.

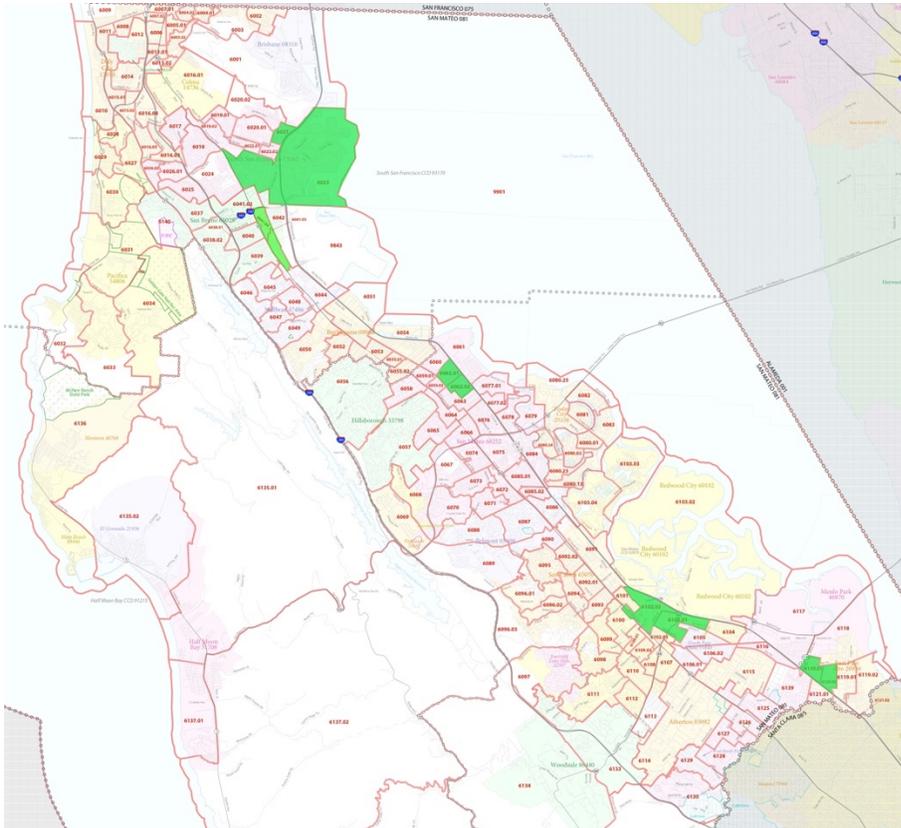
DAC-GT projects can be sited in any DAC in PG&E service territory. CSGT projects must be sited per eligible locations noted below.

**CSGT Eligible Locations**

CSGT projects can be sited in any of the 7 DACs in Peninsula Clean Energy’s San Mateo County territory in South San Francisco, San Bruno, San Mateo, Redwood City, and East Palo Alto. For illustrative purposes, these are shown in green on the map below. However, the CalEPA website should be considered the official reference. The projects must be within 5 miles of participating customers who must also be residents of a designated DAC.

<b>Census Tract</b>	<b>City or Nearby City for Approx. Location</b>	<b>Population</b>
6081602100	South San Francisco	3,700
6081602300	South San Francisco	4,196
6081604101	San Bruno	8,053
6081610201	Redwood City	5,568
6081610202	Redwood City	4,013
6081606200	San Mateo	7,788
6081612000	East Palo Alto	7,091
	Total	40,409

Peninsula Clean Energy Authority DAC-GT and CSGT RFO



DACs in Los Banos, CA are not eligible locations for CSGT projects (but they are for DAC-GT projects).

### 3. RFO Timeline and Process

**Timeline**

The following is the expected timeline for the full RFO and awards process.

Date	Item
Date of RFO Issuance Monday, November 22, 2021	RFO Issuance and Q&A open
January 14, 2022	Deadline to submit RFO questions
January 19, 2022	Final Q&A addendum posted to RFO website
January 31, 2022	Deadline to submit RFO proposals
by February 28, 2022	Bidders notified of shortlist status
March – July, 2022	Evaluations of and negotiations with shortlisted Bidders, awards, and PCE Board approval
August, 2022	PCE submits executed PPA(s) to CPUC for approval

**Communications**

All RFO documents, announcements, Q&As, and updates are available at the RFO website at

<https://www.peninsulacleanenergy.com/solicitation/2021-dac-gt-and-cs-gt-rfo/>.

**Submission and Posting of Q&A**

Bidders are encouraged to submit questions concerning the RFO. Please submit questions to as early as possible.

Questions should be submitted to [programs@peninsulacleanenergy.com](mailto:programs@peninsulacleanenergy.com) with subject: "DAC-GT [or DAC-CSGT] RFO Question – [Bidder Name]"

Peninsula Clean Energy intends to post all questions and answers to the RFO website. All addenda shall become part of this RFO. All questions will be posted anonymously to shield the identity of bidders who posed the questions.

**Bid Submittal**

Offers must include the required documents described below. All proposals must meet the requirements of the RFO to be considered. However, PCE reserves the right to waive any deficiency of an offer.

**Shortlist Selection Process**

Peninsula Clean Energy will evaluate all offers per the evaluation criteria described below. Short-listed bidders will be required to provide additional documentation within two weeks of notification of short-listing. Peninsula Clean Energy will only negotiate contracts with short-listed bidders. Peninsula Clean Energy may execute contracts with selected bidders at any time during the negotiation phase or may choose to execute none at all. Note that shortlisted bidders may be required to agree to an exclusivity agreement during the short-listing and negotiation period. A template is posted on the RFO website but is only required for those bidders selected for short-listing.

**Selection and Public Disclosure**

Contracts with projects selected by Peninsula Clean Energy must be approved by the Peninsula Clean Energy Board of Directors at a public meeting prior to execution. See Section 15 of this document for a discussion of the classification and treatment of confidential material. Contracts approved by the Peninsula Clean Energy Board of Directors must then be submitted to the CPUC for approval.<sup>4</sup> Contracts shall only become effective on CPUC approval.

**4. Submission Specifications**

All offers must meet the following specifications in order to be considered for selection:

Resource	New solar, wind, small hydroelectric, or biogas Renewable Portfolio Standard (RPS)-eligible, in-front-of-the-meter generating facility meeting the Project Eligibility requirements stated in Section 2 of this document.
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<sup>4</sup> See [Resolution E-5124](#) at 34.

Peninsula Clean Energy Authority DAC-GT and CSGT RFO

Capacity	DAC-GT Projects: Bids between 1MW and 4MW CSGT Projects: Bids between 410kW and 1MW, with 410kW preferred
Price	Fixed \$/MWh with zero percent (0%) annual escalator. (Note: Actual payments to bidder will be consistent with the terms of the PPA Agreements for each project).
Product	Offered product shall include all applicable and associated Capacity, Energy, and Environmental Attributes/Renewable Energy Credits (RECs).
Point of Delivery (POD)	The Point of Delivery (POD) is defined as follows: <ul style="list-style-type: none"> <li>• For CAISO-participating resources, the Pnode at which the Project will settle</li> <li>• For non-CAISO-participating resources, the revenue meter at the point of coupling between the resource and PG&amp;E’s distribution grid.</li> </ul>
Number of Offers	Bidders may submit multiple offers.
Term	Bidders must submit a conforming offer with a term of fifteen (15) years. Bidders may also provide additional alternate offers of ten (10) years and twenty (20) years, if desired.
Ownership	PCE expects the resource will be owned by the bidder or its designated 3 <sup>rd</sup> party. PCE may wish to explore the option of purchasing the project in the future and invites bidders to advise on any preferences or pricing in this regard.
Site Control	Participants should provide evidence that they have obtained or have the option to obtain all necessary rights to deploy the resource at the specified location or a clear pathway and timeline to site control to meet proposed project schedule. Submittals with firm site control will receive a higher Project Viability score (see Evaluation Criteria).
Interconnection	Bidder must substantiate what steps it has taken to validate interconnection viability with the relevant authority (CAISO or PG&E) and why it believes it will be able to interconnect this project

Peninsula Clean Energy Authority DAC-GT and CSGT RFO

	successfully and on schedule. PCE reserves the right at its discretion to disqualify any submission that it believes shows insufficient evidence of interconnection viability.
Scheduling Coordinator (CAISO-participating resources only)	Designated Scheduling Coordinator to be determined during negotiations following shortlisting.
Expected Commercial Operation Date (COD)	By December 31, 2024. Projects with earlier start dates will be prioritized.
Guaranteed Energy Production	One hundred sixty percent (160%) of proposed estimated annual energy production in each 2-year performance measurement period.
Deliverability	Both "Energy Only" projects and projects with Full Capacity Deliverability Status (FCDS) are eligible for this RFO. Energy Only projects will not receive any value for providing Resource Adequacy benefits.
Seller Security Requirements	Proposed pricing should incorporate the following security requirements. <ul style="list-style-type: none"> <li>• <b>Following PPA execution:</b> Development Security of \$60/kW of Guaranteed Capacity. This can be provided as cash or Letter of Credit.</li> <li>• <b>Upon Commercial Operation:</b> Performance Security equivalent to one year of expected project revenues. This can be provided as cash or Letter of Credit.</li> </ul>
Transfer of Environmental Attributes/Renewable Energy Certificates	As part of the proposed transaction associated with any renewable energy product, all Environmental Attributes/Renewable Energy Certificates must be tendered and transferred to PCE via the Western Renewable Energy Generation Information System (WREGIS), or its successor, without any additional costs or conditions to PCE.
Labor Requirements	Must comply with Peninsula Clean Energy's Inclusive and Sustainable Workforce Policy (described below). CSGT projects must include workforce development and job training per CPUC requirements.

<p>Community Sponsor (CSGT Only)</p>	<p>Letter of commitment from a qualifying sponsor(s) is required. Qualifying sponsors include non-profit CBOs, local government, or local government entities including schools. As this is a resource participating in a PCE program, PCE cannot be a Community Sponsor. See <a href="#">Appendix A</a>.</p>
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## 5. Evaluation Criteria

Submissions will be evaluated according to quantitative and qualitative evaluation factors described below.

### **Quantitative Evaluation Criteria**

All projects will be assessed for the project’s economic value including energy, environmental attributes, resource adequacy if applicable (net of curtailment and degradation), contract cost, and contract term.

### **Qualitative Evaluation Criteria**

Projects will also be assessed according to the qualitative criteria outlined below:

- Project viability and development risk:
  - Project status regarding interconnection, site control, permits;
  - Financial stability of project owner/developer; and
  - Approach/discussion on project construction.
- Project team experience.
- Redline to Term Sheet: Material terms that the bidder is requesting as a condition of the offer.
- Workforce Development
  - Relevant information submitted by bidder will be used to evaluate potential workforce impacts of proposed projects with the goal of promoting fair compensation, fair worker treatment, multi-trade collaboration, and support of the existing wage base in local communities where contracted projects will be located.
- Compliance with Peninsula Clean Energy’s Ethical Vendors Standard:
  - Bidder’s business practices, environmental track record, and commitment to sustainability in its procurement decisions.

**Evaluation Scoring**

Responses will be scored per the following criteria and point awards:

Evaluation Criteria	Total Awardable Points
Value (price, energy attributes, capacity)	25
Project viability	25
Project team experience	15
Project meets PCE’s full respective allocation (up to 4 MW DAC-GT or equal to 410kW CSGT)	10
Project is located in a DAC in Los Banos, CA (except CSGT submissions)	10
Project will use union labor and project labor agreement	10
Redline to Term Sheet	5
Demonstrates compliance with PCE Sustainable Workforce Policy	Pass / Fail
Demonstrates compliance with PCE Ethical Vendors Standard	Pass / Fail
<b>Total</b>	<b>100</b>

## 6. Submission Package

The following documents are required for each Project:

	<b>Submission Element</b>	<b>Reference Document (Available on <a href="#">RFO Website</a>)</b>
01	Offer Form(s) (Variants should be submitted in separate offer forms)	Attachment 1
02	Project Narrative	Attachment 2
03	Term Sheet Redline	Attachment 3a For Resources less than 1 MW  Attachment 3b For Resources 1 MW or greater
04	Project Sponsor Letter (CSGT Submissions Only)	Attachment 4
05	Workforce Narrative (Demonstrates bidder’s compliance with Peninsula Clean Energy’s Sustainable Workforce Policy)	<a href="#">Link to Workforce Policy</a>
06	Ethical Vendor Narrative (Demonstrates bidder’s compliance with Peninsula Clean Energy’s Ethical Vendor Standards)	<a href="#">Link to Ethical Vendor Standards</a>
07	(Optional) Supplier Diversity Questionnaire	Attachment 5

**Only electronic submittals will be accepted via e-mail sent to [programs@peninsulacleanenergy.com](mailto:programs@peninsulacleanenergy.com) with the header: “[Program] [Submission Element] – [Bidder Name]” in the subject line.**  
**For example: “DAC-GT Offer Form – Company X”**  
**“CSGT Project Sponsor Letter – Company Y”**

**Offer Form**

The Offer Form is a primary source of data for evaluating submissions.

**Term Sheet Redline**

Bidders are required to provide a full redline of the term sheet. There is a separate term sheet for resources less than 1 MW and resources equal to or greater than 1 MW. Proposed pricing should assume the terms in the form term sheet. Peninsula Clean Energy will consider redlines but may or may not ultimately accept changes. If changes to specific terms would positively impact pricing to Peninsula Clean Energy, please note this in the term sheet redline including the magnitude of the impact.

### **Project Narrative**

Bidders should submit a brief narrative regarding the Project that will be used as a reference for specific project details that are not fully captured in the Offer Form templates and for further assessment of proposals.

### **Workforce Narrative**

Peninsula Clean Energy requires all bidders to provide documentation describing efforts towards engaging a skilled and trained workforce and targeted hires. At a minimum, projects must comply with Policy 10, "[Peninsula Clean Energy's Sustainable Workforce Policy](#)".

Workforce Narrative submitted by bidders will be used to evaluate potential workforce impacts of proposed projects with the goal of promoting fair compensation, fair worker treatment, multi-trade collaboration, and support of the existing wage base in local communities where contracted projects will be located.

### **Ethical Vendor Narrative**

Per its Policy No. 9, "Peninsula Clean Energy is committed to the highest standards of responsible behavior and integrity in all of its business relationships. PCE will consider a company's business practices, environmental track record, and commitment to sustainability in its procurement decisions."

The Ethical Vendor Narrative should describe bidder's business practices, environmental track record, and commitment to sustainability in its procurement decisions.

### **Optional: Diversity Questionnaire (for Peninsula Clean Energy's Data Collection Only)**

Peninsula Clean Energy asks bidders to voluntarily complete the attached Supplier Diversity Questionnaire (Attachment 6) disclosing their General Order (GO) 156 certification status as well as their efforts to work with diverse business enterprises, including those owned or operated by women (WBE), minorities (MBE), disabled veterans (DVBE), and lesbian, gay, bisexual, or transgender people (LGBTBE).

As a public agency and consistent with state law, Peninsula Clean Energy will not use any such information provided on the Diversity Questionnaire in any part of its decision-making or selection process. Rather, Peninsula Clean Energy will use the information provided on the Diversity Questionnaire solely to help evaluate how well Peninsula Clean Energy is conforming to its own policies and goals. For additional information, please see Section 10 below. ***Pursuant to California Proposition 209, Peninsula Clean Energy does not give preferential treatment based on race, sex, color, ethnicity, or national origin.***

Please do not include extra documentation not listed here.

## **7. Short-listed Bidder Required Documents**

Within 2 weeks of short-list notification, the following items or documents must be submitted to Peninsula Clean Energy:

## Peninsula Clean Energy Authority DAC-GT and CSGT RFO

- Financial Information; and
- Demonstration of site control.

### **Bidder Financial Information**

Based on availability, counterparties must submit a financial statement for the most recent financial quarter, as well as audited financial statements for the most recent two fiscal years, or the period of existence of the counterparty, if shorter.

Financial statements should be sent to [programs@peninsulacleanenergy.com](mailto:programs@peninsulacleanenergy.com). If the bidder requires a Non-Disclosure Agreement (NDA) in order to share that information, bidder will execute an NDA with PCE. More instructions will be shared upon shortlisting.

### **Demonstration of Site Control**

Bidder must provide evidence that it has secured or has the clear option to secure any required rights for developing the proposed Project at the proposed location.

## 8. Buyer Security

Peninsula Clean Energy does not intend to provide collateral or performance security in connection with any PPAs that they may execute in connection with this RFO. By submitting an offer through this RFO, bidder acknowledges and accepts that Peninsula Clean Energy does not intend to provide collateral or performance security in connection with any PPA, and no such offer submitted will be subject to a requirement that Peninsula Clean Energy post collateral or security.

## 9. Protest

If an unsuccessful bidder wants to dispute an award or award recommendation, a protest must be submitted in writing to the Chief Executive Officer, Janis Pepper no later than ten (10) calendar days after notice that the bidder was unsuccessful, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes on the grounds that material provision in this RFO is ambiguous. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.

The address for submitting protests is:

Attention: Janis Pepper, CEO  
Peninsula Clean Energy Authority  
2075 Woodside Road  
Redwood City, CA 94061

Please submit electronic versions of any protest to Janis Pepper at [procurement@peninsulacleanenergy.com](mailto:procurement@peninsulacleanenergy.com).

## 10. Bidder Representations

By submitting a bid, bidder agrees to be bound by the conditions of these RFO protocols, and makes the following representations, warranties, and covenants to Peninsula Clean Energy, which representations, warranties, and covenants will be deemed to be incorporated in their entirety into each of bidder's submittals and are deemed to be material to Peninsula Clean Energy's consideration of the proposals:

1. Bidder agrees that Peninsula Clean Energy is not liable to any bidder or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in conjunction with this RFO and that bidder has no legal recourse against Peninsula Clean Energy, its directors, officers, employees, and agents for rejection of their submittal(s).
2. Bidder acknowledges that it has had the opportunity to seek independent legal and financial advice of its own choosing with respect to this RFO and agrees to be bound by the terms and specifications of this RFO and any addenda subsequently issued prior to the due date of the submittal.
3. Bidder has obtained all necessary authorizations, approvals, and waivers, if any, required by bidder to submit its bid pursuant to the terms of this RFO and to enter into a final agreement with Peninsula Clean Energy.
4. Bidder acknowledges that Peninsula Clean Energy reserves the right to enter into relationships with more than one bidder, can choose not to proceed with any bidder with respect to one or more identified projects, and can choose to suspend this RFO or issue a new RFO that would supersede and replace this RFO.
5. Bidder warrants that it has no employees in its employ who in any capacity have a position at Peninsula Clean Energy that enable him/her to influence the selection of a bidder or any competing RFO, nor does bidder have in its employ any of Peninsula Clean Energy Board members or employees who are the spouse or economic dependent of a Peninsula Clean Energy employee.
6. Bidder's submission complies with all applicable laws.
7. Bidder warrants that all information submitted by bidder to Peninsula Clean Energy in connection with this RFO is true and accurate as of the date of bidder's submission. Bidder also covenants that it will properly update any submitted information immediately upon any material change thereto.
8. Bidder acknowledges and accepts that Peninsula Clean Energy does not intend to provide collateral or performance security in connection with any PPA.
9. The submission of a proposal shall be deemed a representation and certification by the Bidder that it has investigated all aspects of the RFO, that it is aware of the applicable facts pertaining to the RFO process, its procedures, and requirements, and that it has read and understood the RFO.

## 11. Interpretation

Peninsula Clean Energy shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by Peninsula Clean Energy or its representatives.

Should there be a need to clarify this RFO or any of its attachments, including but not limited to the Term Sheet, requests for clarification may be sent via e-mail to

[programs@peninsulacleanenergy.com](mailto:programs@peninsulacleanenergy.com). Requests for clarification received or questions on the RFO after the deadline provided in Section 3, above, will not be considered. If there are any discrepancies between the RFO and the Term Sheet, the Term Sheet will apply.

## 12. Code Adherence and Policies

RFO bidder shall agree to abide by all laws, rules, and regulations of the United States, State of California, and San Mateo County.

## 13. Board Approval Process

An agreement shall not be binding or valid unless and until it is approved by the Peninsula Clean Energy Board, of Directors and executed by an authorized representative of Peninsula Clean Energy and approved by the CPUC.

## 14. Insurance Requirements

The selected bidder, at bidder's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain insurance as required by Peninsula Clean Energy.

All policies, endorsements, certificates, and/or binders shall be subject to approval by PCE as to form and content. Insurance requirements are subject to amendment or waiver if so approved in writing. The selected bidder agrees to provide PENINSULA CLEAN ENERGY with a copy of said policies, certificates, and/or endorsements.

## 15. Public Nature of Proposal Material

All correspondence with Peninsula Clean Energy including responses to this solicitation will become the exclusive property of Peninsula Clean Energy and will become public records under the California Public Records Act (CPRA). All documents sent to Peninsula Clean Energy will be subject to disclosure if requested by a member of the public. There are a limited number of exceptions to this disclosure requirement.

Peninsula Clean Energy acknowledges that a party may submit information that the party considers confidential, proprietary, or trade secret information or otherwise protected from disclosure pursuant to an exemption to the CPRA (Confidential Information). In order to designate information as confidential, the bidder must clearly stamp and identify the specific portion of the material designated with the word "Confidential" and provide a citation to the CPRA or other legal authority that supports keeping the information confidential. Upon request or demand of any third person or entity not a party to this Agreement (Requestor) for production, inspection and/or copying of information designated by bidder as confidential information, Peninsula Clean Energy will notify the bidder as soon as practical that such request has been made. The bidder shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent Peninsula Clean Energy's release of information to the Requestor. If the bidder takes no such action after receiving the foregoing notice from Peninsula Clean Energy, Peninsula Clean Energy

shall be permitted to comply with the Requestor's demand and is not required to defend against it.

Bidder should not over-designate material as confidential. Over-designation would include stamping entire pages or a series of pages as confidential that contain information that is not confidential. Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exempted information required as described below will be considered a public record in its entirety subject to the procedures described below. Do not mark your entire proposal as "Confidential".

Peninsula Clean Energy will not disclose any part of any proposal before it announces a recommendation for an award on the ground that there is a substantial public interest in not disclosing proposals during the evaluation and negotiation process. After announcing a recommended award, all proposals will be subject to public disclosure.

## 16. Disclaimer

Peninsula Clean Energy reserves the sole and discretionary right to reject any offers received in response to this RFO for any reason. Additionally, Peninsula Clean Energy reserves the right, at its sole discretion, to not enter into any transaction at the conclusion of this RFO. Peninsula Clean Energy shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal. Peninsula Clean Energy reserves the right to modify the terms and conditions of this RFO at any time based on changing needs and market feedback. Peninsula Clean Energy also reserves the right to rescind this RFO at any time prior to Peninsula Clean Energy execution of a binding agreement. Notwithstanding anything to the contrary, no proposal, bid, offer, or proposed transaction (however described) shall be binding upon Peninsula Clean Energy except pursuant to a written agreement signed by the authorized representative of Peninsula Clean Energy and the counterparty. Peninsula Clean Energy will not be liable at any time for any costs the prospective supplier may incur in preparing or submitting its response to this RFO.