



CS-GT Request for Offers

Peninsula Clean Energy, a community choice energy aggregator, is the official electricity provider of San Mateo County and the City of Los Banos, and currently provides electricity service to approximately 300,000 customer accounts. For more information on Peninsula Clean Energy, please go to www.peninsulacleanenergy.com.

Launch Date: December 21, 2022

Offers Due: February 28, 2023

RFO Website: <https://www.peninsulacleanenergy.com/solicitations/>

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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(Perea), Stats. 2013, ch 611. 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 (CS-GT) programs.

Per [Resolution E-5124](#), Peninsula Clean Energy Authority ("PCE") is authorized to procure between 0.4025 MW and 1.0 MW for its CS-GT program.

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

About Peninsula Clean Energy

In May 2019, Peninsula Clean Energy received an investment grade credit rating of Baa2 from Moody's. In April 2020, it received an investment grade credit rating of BBB+ from Fitch. As of September 30, 2022, Peninsula Clean Energy had an unaudited total cash and investments balance of \$188.6 million representing all restricted and unrestricted cash plus short-term and medium-term investments. Of the total, \$188.3 million, or 99.8%, was unrestricted representing 295 days of cash on hand, significantly higher than Peninsula Clean Energy's Board policy requirement of 180 days. Peninsula Clean Energy's financial statements including its fiscal year 2021-2022 audited financials are available on its website at <https://www.peninsulacleanenergy.com/key-documents/>. For more information on Peninsula Clean Energy, please go to <https://www.peninsulacleanenergy.com/>

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. Peninsula Clean Energy reserves the right to reject any offer that does not comply with the requirements identified herein. Furthermore, Peninsula Clean Energy 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 Peninsula Clean Energy to enter into an agreement with any party, and Peninsula Clean Energy shall be bound by the terms of any offer until it has entered into a fully executed agreement.

2. Project Eligibility

Offers must meet the following eligibility requirements:

CS-GT Project Eligibility

CS-GT 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 CS-GT Eligible Locations requirements below.
- 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 CS-GT project on behalf of DAC residents. See [Appendix A, Community Sponsor Requirements](#) for more detail.

Disadvantaged Communities (DACs) 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 [CalEnviroScreen 4.0 site](#), download the List of Disadvantaged Communities Excel file, and filter the data set
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.

CS-GT projects must be sited within eligible locations noted below.

CS-GT Eligible Locations

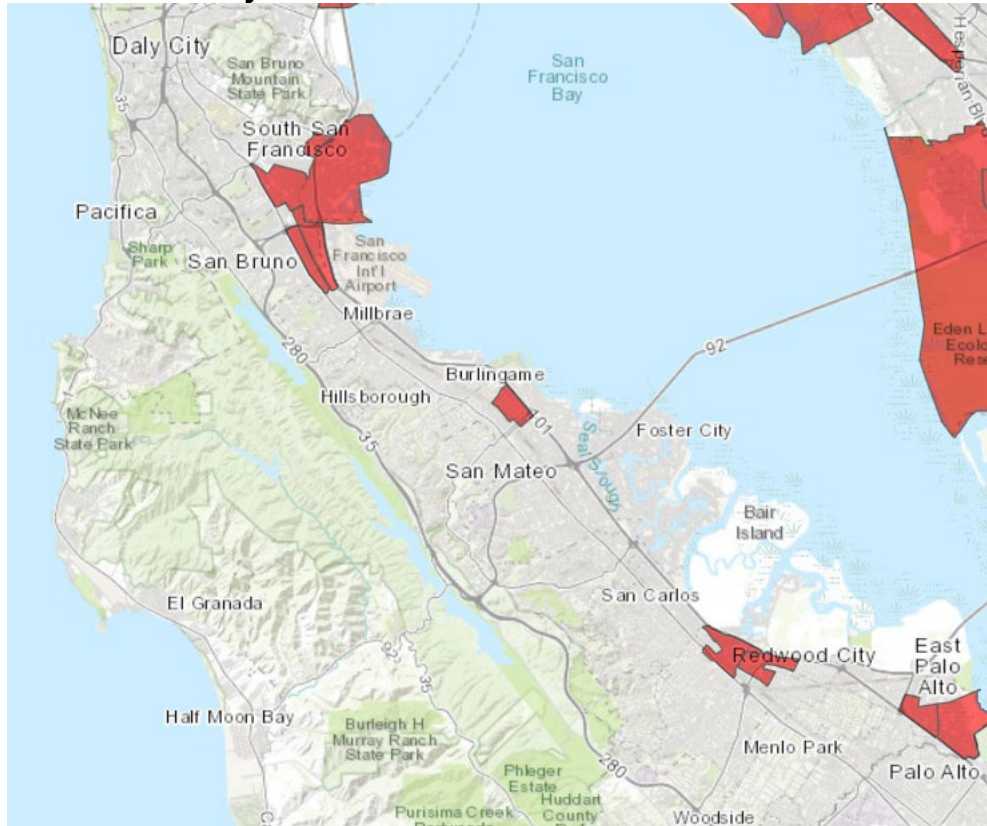
CS-GT projects can be sited in any of the 9 DAC census tracts in Peninsula Clean Energy territory in South San Francisco, Redwood City, San Bruno, East Palo Alto, San Mateo, or Los Banos. These are shown in red on the map below, which can be accessed via the CalEPA [online map](#). The projects must be within 5 miles of participating customers who must also be residents of a designated DAC.

CalEnviroScreen 4.0 Designated DACs in PCE Territory		
Census Tract	City or Nearby City for Approx. Location	Population
6081602100	South San Francisco	3700
6081610201	Redwood City	5568
6081602300	South San Francisco	4196
6081606200	San Mateo	7788
6081612000	East Palo Alto	7091
6081604101	San Bruno	8053
6081610202	Redwood City	4013

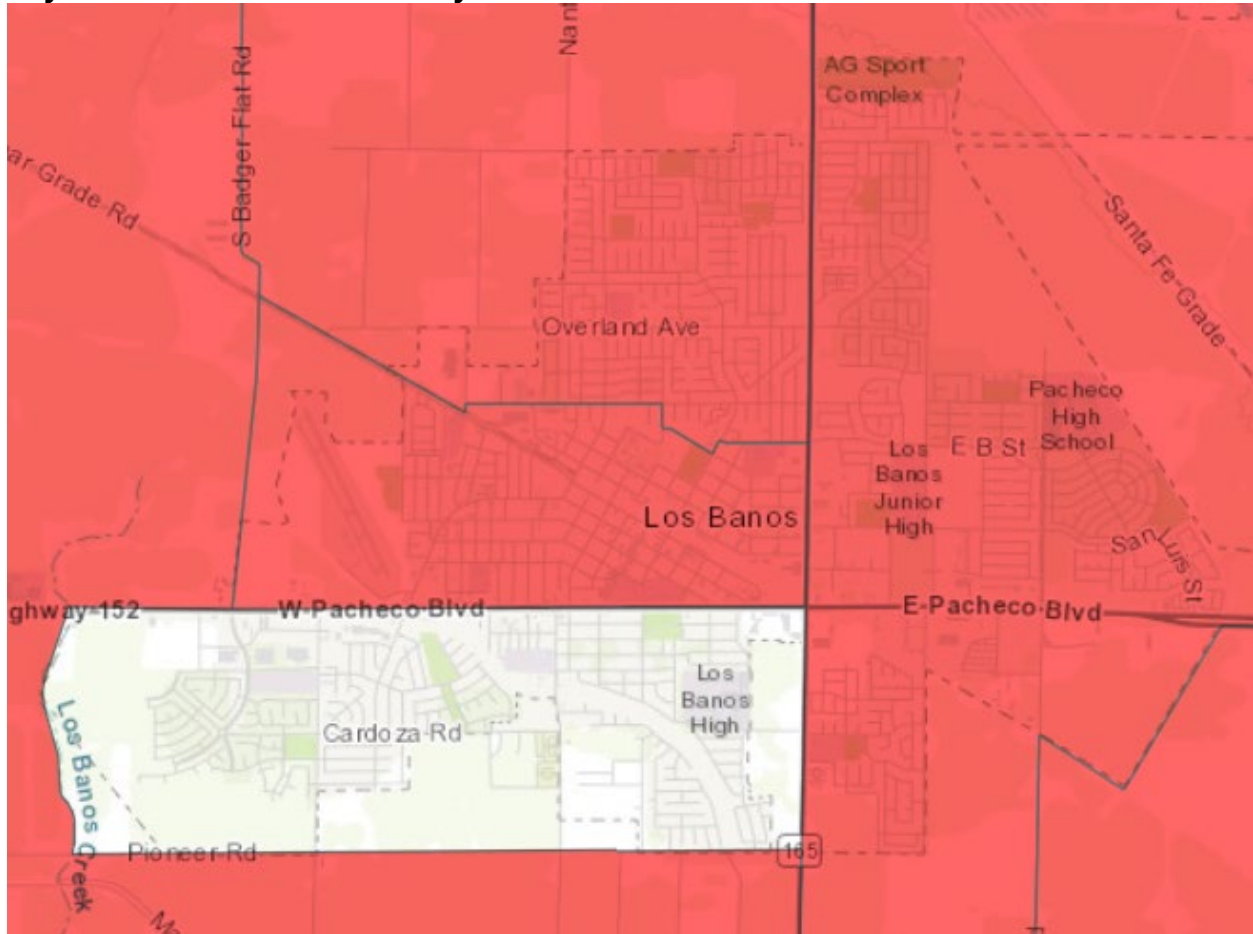
Peninsula Clean Energy CS-GT RFO

6047002201	Los Banos	6249
6047002302	Los Banos	15950
	TOTAL	62608

San Mateo County



City of Los Banos, Merced County



3. RFO Timeline and Process

Timeline

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

Date	Item
December 21, 2022	RFO Issuance and Q&A open
February 10, 2023	Deadline to submit questions
February 17, 2023	Q&A addendum posted to RFO website
February 28, 2023	Deadline to submit RFO proposals
March 30, 2023	Bidders notified of shortlist status
April 2023 to August 2023	Evaluations of and negotiations with shortlisted Bidders, awards, and PCE Board approval
By October 2023	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/solicitations/>.

Submission and Posting of Q&A

Bidders are encouraged to submit questions concerning the RFO. All questions must be sent directly to programs@peninsulacleanenergy.com with "CS-GT RFO" directly in the subject line. Please submit RFO questions to Peninsula Clean Energy as early as possible.

Peninsula Clean Energy intends to post all questions submitted by Bidders before the deadline to submit questions, as well as responses to those questions in the form of an Addendum posted to the RFO website. Answers will be posted by the date in the timeline above. 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 the provisions of 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 Board meeting prior to execution. See Section 15 of this document for a discussion of the classification and treatment on confidential material. Contracts approved by the Peninsula Clean Energy Board must then be submitted to the CPUC for approval.¹ 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.
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¹ See [Resolution E-5124](#), p. 34.

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Capacity	CS-GT 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)	<p>The Point of Delivery (POD) is defined as following:</p> <ul style="list-style-type: none"> • For CAISO-participating resources, the Pnode at which the Project will settle • For non-CAISO-participating resources, the revenue meter at the point of coupling between the Resource and PG&E's distribution grid.
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 Resource will be owned by the Bidder or its designated 3 rd party. PCE may wish to explore 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.
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 according to the required schedule. PCE reserves the right at its discretion to disqualify any submission that it believes shows insufficient evidence of interconnection viability.

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Scheduling Coordinator (CAISO-participating resources only)	Designated SC to be determined during negotiations following shortlisting.
Expected Commercial Operation Date ("COD")	By June 30, 2025. 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"> • Following PPA execution: Development Security of \$60/kW of Guaranteed Capacity. This can be provided as cash or Letter of Credit. • Upon Commercial Operation: Performance Security equivalent to one year of expected project revenues. This can be provided as cash or Letter of Credit.
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).
Community Sponsor (CS-GT Only)	Letter of commitment from a qualifying sponsor(s) is required. Qualifying sponsors include non-profit community-based organizations, 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 Appendix A .

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
 - 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 proposers 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)	30
Project Viability	25
Project team experience	15
Project is within the limits of PCE’s project allocation (410 – 1,000kW)	15
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
Total	100

6. Submission Package

The following documents are required for each Project:

	Submission Element	Reference
01	Offer Form(s) (Variants should be submitted in separate offer forms)	See Attachment 1
02	Project Narrative	See Attachment 2
03	Term Sheet Redline	See Attachment 3
04	Project Sponsor Letter	See Appendix A
05	Workforce Narrative (Demonstrates Bidder’s compliance with Peninsula Clean Energy’s Sustainable Workforce Policy)	Link to Workforce Policy
06	Ethical Vendor Narrative (Demonstrates Bidder’s compliance with Peninsula Clean Energy’s Ethical Vendor Standards)	Link to Ethical Vendor Standards
07	(Optional) Supplier Diversity Questionnaire	See Attachment 4

**Only electronic submittals will be accepted via e-mail sent to programs@peninsulacleanenergy.com with the header: “CS-GT [Submission Element] – [Bidder Name]” in the subject line.
For example: “CS-GT Offer Form – Company X”
“CS-GT 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. 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 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 it 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:

- Financial Information
- 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. 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 proposer 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 proposer 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.

10. Bidder Representations

By submitting a bid, Bidder agrees to be bound by the conditions of the RFO Protocol, 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 request for submittals 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 Tasks, 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 Directors, or employee who is the spouse or economic dependent of such 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 at programs@peninsulacleanenergy.com. Requests for clarification received after the deadline provided in the RFO Process and Timeline section to submit questions on the RFO will not be considered. If there are any discrepancies between the RFO and the Term Sheet, the Term Sheet would 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 California Public Utilities Commission.

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 (Cal. Government Code section 6250 et seq.) All documents sent to Peninsula Clean Energy will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Peninsula Clean Energy acknowledge that another party may submit information that the other party considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255) ("Confidential Information").

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 exemption 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 award on the ground that there is a substantial public interest in not disclosing proposals during the evaluation and negotiation process. After announcement of a recommended award, all proposals will be subject to public disclosure.

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 California Public Records Act that supports keeping the information confidential. Bidder should not over-designate material as confidential. Over-designation would include stamping entire pages or series of pages as confidential that clearly contain information that is not 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 (such designated information, the "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 release of information to the Requestor by Peninsula Clean Energy. 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.

If required by any law, statute, ordinance, a court, Governmental Authority or agency having jurisdiction over the Joint CCA, including the California Public Records Act, Peninsula Clean Energy may release Confidential Information, or a portion thereof, as required by the Applicable Law, statute, ordinance, decision, order or regulation. In the event Peninsula Clean Energy is required to release Confidential Information, it shall notify the Bidder of the required disclosure, such that the Bidder may attempt (if it so chooses), at its sole cost, to cause the recipient of the Confidential Information to treat such information in a confidential manner, and to prevent such information from being disclosed or otherwise becoming part of the public domain.

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's 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.

Appendix A

Community Sponsor Requirements

As required by the CPUC in [D.18-06-027](#), p 78:

Community Sponsorship: Community involvement must be demonstrated by a non-profit community-based organization or local government “sponsoring” a project on behalf of residents. Developers will be required to obtain a letter of commitment from sponsors to bid for projects. We clarify that sponsor’s role is to be a catalyst for the community and the project, and may involve utility and developer participation in this effort.

Specifically, a developer must provide a letter of commitment from a sponsor that includes:

- Demonstration of substantial interest of community members in subscribing to project;
- Estimated number of subscribers, with justification to ensure project is sized to likely demand;
- A preliminary plan to conduct outreach and recruit subscribers (which may be conducted in conjunction with the developer and/or the utility); and
- Siting preferences, including community-suggested host sites, and verification that the site chosen for the bid is consistent with community preference.