

# Request for Offers for Fully Deliverable Renewable Energy + Storage

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Peninsula Clean Energy, a California Joint Powers Authority, is soliciting competitive offers for the purchase of renewable energy and storage contracts to fulfill our energy goals, specifically Peninsula Clean Energy's goal to serve our customers' electricity needs with renewable energy on a 24/7 basis by 2025.

**Launch Date: March 16, 2023**

**This file was updated on April 11, 2023**

Responses are due ~~April 18~~ **May 9**, 2023, at 5 PM Pacific Prevailing Time.

**RFO Website:**

[PenCleanEnergy.com/solicitation/rfo-for-fully-deliverable-renewable-energy-storage](https://PenCleanEnergy.com/solicitation/rfo-for-fully-deliverable-renewable-energy-storage)

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# 1 RFO OVERVIEW

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Peninsula Clean Energy Authority issues this Request for Offers (RFO) to solicit competitive offers for the purchase of renewable energy, renewable energy plus storage, or stand-alone storage contracts. Peninsula Clean Energy is soliciting resources both to fulfill our energy goals as well as to achieve compliance with the California Public Utilities Commission (CPUC) decision requiring procurement to address mid-term reliability (D.21-05-035 and D23-02-040), the “MTR Order”. Issued on June 24, 2021, and supplemented on February 23, 2023, the MTR Order requires load serving entities (LSEs), including Peninsula Clean Energy, to procure 13,500 MW of new capacity statewide between 2023 and 2028. A portion of the new capacity procured must be in the form of Long-Lead Time (LLT) resources, defined in the MTR Order as long-duration energy storage or firm, zero-emitting generation.

Peninsula Clean Energy is inviting offers for the following offer types, as further described in the sections below:

1. Renewable energy generating facilities from a variable resource (i.e. wind or solar)
2. Renewable energy generating facilities from a firm resource (i.e. geothermal)
3. Renewable energy generating facilities (either variable or firm) paired with storage
4. Stand-alone storage projects

Peninsula Clean Energy is inviting offers from the following types of projects:

1. Existing projects
2. New/Repower projects with COD of December 31, 2026, or earlier, that have received Full Capacity Deliverability Status or equivalent
3. Long duration energy storage with COD of June 1, 2028, or earlier, that have received Full Capacity Deliverability Status, or equivalent

**Peninsula Clean Energy is particularly interested in short-term offers with a contract term of less than ten (10) years. Peninsula Clean Energy expects that most short-term offers will be from existing resources but will also consider short-term offers from new/repower projects.**

Offers are due by ~~April 18~~ May 9, 2023, at 5 PM PPT. Peninsula Clean Energy will evaluate the offers received from this RFO in the second quarter of 2023 and plans to negotiate and execute a contract with selected Participants by the third/fourth quarter of 2023. The contracts will be taken to Peninsula Clean Energy’s Board of Directors for final approval in accordance with

Peninsula Clean Energy's Policy 15 Energy Supply Procurement Authority.<sup>1</sup>

This RFO:

- Provides general background on Peninsula Clean Energy
- Describes the products sought by Peninsula Clean Energy
- Provides an opportunity for Participants to describe their qualifications and experiences and explain how they contribute to services requested.

The goal of this Request for Offers for Fully Deliverable Renewable Energy + Storage ("RFO") is to provide a competitive, objectively administered opportunity for suppliers to offer projects to fulfill Peninsula Clean Energy's desire for renewable resources that have received Full Capacity Deliverability Status.

### **Acknowledgment of Terms**

By participating in this RFO process, a Participant 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, in 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 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> The text of the policy is available here: <https://www.peninsulacleanenergy.com/wp-content/uploads/2020/01/PCE-Policy-15-Revised-01-23-20-Procurement-Authority-FINAL.pdf>

## 2. ABOUT PENINSULA CLEAN ENERGY

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Peninsula Clean Energy is a Community Choice Aggregation agency. It is the official electricity provider for San Mateo County and, beginning in 2022, for the City of Los Banos in Merced County. Founded in 2016 with a mission to reduce greenhouse gas emissions in the San Mateo County, the agency serves over 310,000 customer accounts by providing more than 3,600 gigawatt hours annually of electricity that is carbon-free and at a lower cost than PG&E. Peninsula Clean Energy plans for and secures commitments from a diverse portfolio of energy-generating resources to reliably serve the electric energy requirements of its customers over the near-, mid-, and long-term planning horizons. As a community-led, not-for-profit agency, Peninsula Clean Energy makes significant investments in our communities to expand access to sustainable and affordable energy solutions. Peninsula Clean Energy is on track to deliver electricity that is 100% renewable on a time-coincident basis by 2025.

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/>

## 3 RFO PROCESS AND TIMELINE

### RFP Schedule

Event	Date
Issue RFO	Thursday, March 16, 2023
Deadline to submit Questions	Friday, March 31, 2023
Q&A posted to RFO Website	Tuesday, April 4, 2023
Deadline to submit RFO Proposals	<del>Tuesday, April 18, 2023; 5 PM PPT</del> <u>Tuesday, May 9, 2023; 5 PM PPT</u>
Participants notified of shortlist status	<del>Tuesday, May 16, 2023</del> <u>Tuesday, June 6, 2023</u>
Power Purchase Agreement and Awards	Q3-Q4 2023

- **Question & Answer:** Participants may submit questions concerning the RFO [here](#) on or prior to Friday, March 31, 2023.
- **Offers Due:** Participants' Offers must be submitted by ~~Tuesday, April 18, 2023, at 5 PM PPT~~ Tuesday, May 9, 2023, at 5 PM PPT, and must include the required documents described below.
- **Offer Review:** Peninsula Clean Energy will evaluate all Offers according to the criteria listed below. During this phase, Peninsula Clean Energy will identify submitted offers for short-listing, and then notify short-listed Participants. Peninsula Clean Energy expects to notify short-listed Participants by ~~Tuesday, May 16, 2023~~ Tuesday, June 6, 2023.

### Communications

All RFO documents are available at the [RFO website](#). All announcements, updates and Q&As will be posted on the website.

All questions must be submitted through the form posted [here](#).

Any other communications regarding this RFO, including final offer documents, should be sent to PenCleanEnergyRFO@peninsulacleanenergy.com. Please only send communications to the RFO email address and not to any individual employees' email addresses. Emails sent to individual contacts and not to the RFO email may not be reviewed or responded to.

### Submission and Posting of Q&A

Questions may be submitted through the [Question Form](#) up to Friday, March 31, 2023. Participants are urged to submit RFO questions as early as possible, in consideration of the proposal submission deadlines.

Peninsula Clean Energy intends to post all questions submitted by , as well as responses to those questions in the form of an Addendum posted to the RFO website. Answers will be posted by Tuesday, April 4, 2023. All addenda shall become part of this RFO. All questions will be posted anonymously to shield the identity of Participants who posed the questions. Peninsula Clean Energy's objective in posting questions and answers is to afford Participants equal access to information potentially relevant to their proposals.

### Offer Submittal

Participants' Offers must be submitted by ~~Tuesday, May 9, 2023, 5 PM PPT Tuesday, April 18, 2023, 5 PM PPT~~. Offers must include the required documents described below. All Participants and Participants' offers must meet the requirements of the RFO to be considered. However, Peninsula Clean Energy reserves the right to waive any deficiency of an offer.

Only electronic submittals will be accepted via e-mail sent to PenCleanEnergyRFO@peninsulacleanenergy.com. Please include "Peninsula Clean Energy RFO for Fully Deliverable Projects, Offer from [Company Name]" in the subject line. Late offers shall be rejected. This deadline is absolute and offers received after the due date and time shall not be considered.

The submission of an offer shall be deemed a representation and certification by Participant that they have investigated all aspects of the RFO, that they are aware of the applicable facts pertaining to the RFO process, its procedures, and requirements, and that they have read and understood the RFO. No request for modification of the offer shall be considered after its submission on grounds that Participant was not fully informed as to any fact or condition.

### Shortlist Selection Process

Peninsula Clean Energy expects to notify short-listed Participants by **Tuesday June 6, 2023** ~~**Tuesday May 16, 2023**~~. Peninsula Clean Energy will evaluate all Offers per the evaluation criteria described below. Peninsula Clean Energy will identify submitted Offers for short-listing, and then notify short-listed Participants. Short-listed Participants interested in moving forward to the negotiation phase will be required to execute an exclusivity agreement and provide additional documentation and offer security within two weeks of notification of short-listing. Peninsula Clean Energy will then negotiate contracts with short-listed Participants. Peninsula Clean Energy may execute contracts with selected Participants at any time during the negotiation phase or may choose to execute none at all.

Contracts with projects selected by Peninsula Clean Energy will need to be approved by the Peninsula Clean Energy Board of Directors at a public Board meeting prior to execution. This may require that a redacted version of the contract be made available publicly.



## 4 SUBMISSION SPECIFICATIONS

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The goal of this RFO is for Peninsula Clean Energy to solicit and evaluate offers for both renewable energy generation and energy storage to meet Peninsula Clean Energy's energy procurement obligations, its environmental objectives, and to offer its customers cost-competitive, clean energy options.

Peninsula Clean Energy is inviting offers for the following offer types:

1. Renewable energy generating facilities from a variable resource (i.e. wind or solar)
2. Renewable energy generating facilities from a firm resource (i.e. geothermal)
3. Renewable energy generating facilities (either variable or firm) paired with storage
4. Stand-alone storage projects

Peninsula Clean Energy is inviting offers from the following types of projects:

1. Existing projects
2. New/Repower projects with COD of December 31, 2026, or earlier, that have received Full Capacity Deliverability Status, or equivalent
3. Long duration energy storage with COD of June 1, 2028, or earlier, that have received Full Capacity Deliverability Status, or equivalent

**Peninsula Clean Energy is particularly interested in short-term offers with a contract term of less than ten (10) years. Peninsula Clean Energy expects that most short-term offers will be from existing resources but will also consider short-term offers from new/repower projects.**

Peninsula Clean Energy plans to enter into one or more agreements to purchase these products. Additional information on each offer type is included below. All renewable energy must meet the requirements for Portfolio Content Category 1<sup>2</sup> ("PCC1") eligible renewable resources ("ERRs").<sup>3</sup> Peninsula Clean Energy intends to collect all relevant Energy, Environmental Attributes, Resource Adequacy, and Ancillary Services benefits from the Projects, as applicable.

Peninsula Clean Energy is particularly interested in projects that can provide diversity to its portfolio, including renewable energy delivered during non-solar generating hours. Peninsula Clean Energy has a goal to provide its customers with renewable energy on a 24/7 basis by

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<sup>2</sup> See Section 399.16(b)(1) of the California Public Utilities Code and CPUC Decision 11-12-052.

<sup>3</sup> See Public Utilities Code Section 399.12, Public Resources Code Section 25741, and the California Energy Commission's "Renewables Portfolio Standard (RPS) Eligibility Guidebook" available at: <https://efiling.energy.ca.gov/getdocument.aspx?tn=217317>

2025. Peninsula Clean Energy has published two white papers<sup>4</sup> on why we are pursuing this 24/7 goal which are available on the PCE website.

### **Renewable energy and capacity projects meeting eligibility criteria as defined in the CPUC MTR Order, D.21-06-035 and Supplemental Order D.23-02-040**

Peninsula Clean Energy seeks renewable energy and/or storage projects that meet the eligibility criteria defined in the CPUC Mid-Term Reliability Procurement Orders (MTR Orders). Peninsula Clean Energy is seeking 10 MW of capacity that qualifies as Long Duration Storage (8 hour or longer) and can be online by June 1, 2028. Peninsula Clean Energy is also interested in eligible capacity that can be online preferably on or before August 1, 2023, or on or before June 1, 2024, or June 1, 2025, or June 1, 2026, or June 1, 2027, including those that qualify as “zero-emitting resources” pursuant to Order Paragraph 6 of the MTR Order. Projects must have received Full Capacity Deliverability Status, or equivalent from CAISO in order to be considered in this RFO.

### **Renewable energy generating facilities from a variable resource (i.e. wind or solar)**

Utility-scale submissions must be PCC 1 REC-eligible projects. The generation resources may be new, repower, or existing. Projects in this category should have a capacity size between 5 MW – 100 MW. Utility-scale projects must have a commercial operation date no later than December 31, 2026. Projects must have received Full Capacity Deliverability Status, or equivalent from CAISO in order to be considered in this RFO.

### **Renewable energy generating facilities from a firm resource (i.e. geothermal)**

Utility-scale submissions must be PCC 1 REC-eligible projects. The generation resources may be new, repower, or existing. Projects in this category should have a capacity size between 5 MW – 100 MW. Utility-scale projects must have a commercial operation date no later than December 31, 2026. Projects must have received Full Capacity Deliverability Status, or equivalent from CAISO in order to be considered in this RFO.

### **Renewable energy generating facilities paired with storage**

Utility-scale submissions must be PCC1 REC-eligible projects paired with storage capacities in the range of 40 – 200 MWh. The storage duration must be at least 2 hours. Peninsula Clean Energy also encourages storage projects with durations longer than 4 hours. The generation resources may be new or existing and may be variable or firm. Peninsula Clean Energy’s preference is for projects to be co-located (i.e., two separate Resource IDs). Utility-scale

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<sup>4</sup> <https://www.peninsulacleanenergy.com/achieving-24-7-renewable-energy-by-2025/>

projects must have a commercial operation date no later than December 31, 2026. Projects must have received Full Capacity Deliverability Status, or equivalent from CAISO in order to be considered in this RFO.

### Stand-alone storage projects

Peninsula Clean Energy seeks to enter into one or more agreements with energy storage facilities in the range of 40 – 200 MWh. The storage duration must be at least 2 hours. Projects must have a commercial operation date no later than December 31, 2026. Projects must have received Full Capacity Deliverability Status, or equivalent from CAISO in order to be considered in this RFO. Peninsula Clean Energy is interested in lithium and non-lithium storage technologies. Peninsula Clean Energy will not consider stand-alone storage projects smaller than 10 MW or larger than 50 MW. Peninsula Clean Energy is seeking 10MW of capacity that qualifies as Long Duration Storage under the Mid-Term Reliability Order, and can be online preferably on or before June 1, 2026, or by June 1, 2028.

### New Construction

Peninsula Clean Energy is interested in understanding the environmental impact of the materials used to construct energy projects for its customers and plans to decommission and recycle project components at the end of the project's life. Developers of construction projects shall attest that the project developer or the equipment supplier will comply with Extended Producer Responsibility<sup>5</sup> for all project components. This requires that the materials used in the project will be properly recycled at the end of life.

### Number of Offers

Participants may submit multiple offers for a unique facility/location but will need to provide a separate Offer Form (Attachment 1) for each offer. Project variation may include, for example, different sized offers, different commercial operation dates ("CODs"), or different term lengths. All projects will be evaluated with the assumption that smaller project sizes may be priced and negotiated during final shortlisting negotiations. Alternative configurations, durations, or pricing schemes may be submitted in separate Offer Forms (Attachment 1). **Alternatives that are described within the narrative document but not submitted in an Offer Form (Attachment 1) are not encouraged and may not be evaluated or considered.**

Please submit one Offer Form Template per offer containing all data for generation and storage as instructed in the excel file to ensure proper evaluation of all components of the project. Refer to the Offer Form Instructions tab for details on necessary sheets to complete.

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<sup>5</sup> Please refer to this web site for additional details:

<https://www.oecd.org/env/waste/factsheetextendedproducerresponsibility.htm>

**NOTE: If a single Participant wishes to submit multiple unique facilities (at different locations), each project must be submitted as an entirely new Submission Package with fully completed copies of each document.**

## 5 ELIGIBILITY CRITERIA

All offers must meet the following specifications in order to be considered for selection. Note that there are different requirements for different contract types. Please ensure that proposals conform to the appropriate specifications for the project submitted. Any material deviations from the following list will be treated as non-compliant and excluded from consideration.

	Variable RE	Firm Resources	Renewable Generation Paired w/ Storage	Stand-Alone Storage
Location	Within the Western Electricity Coordinating Council ("WECC"), within or outside California, with full deliverability to the CAISO grid			
Capacity	5 – 100 MW	5 – 100 MW	Variable RE: 5 – 100 MW Firm RE: 5 – 100 MW Storage: 40 – 200 MWh, minimum 2-hour capacity	40 – 200 MWh, minimum 2-hour capacity Not smaller than 10MW or larger than 50MW
Initial Date of Delivery	Commercial operation date by December 31, 2026. Existing projects are encouraged to participate as well.			Commercial operation date by December 31, 2026. For Long duration storage (8hr and longer), commercial operation dates up to June 1, 2028 will be considered.
New Construction	Developers of construction projects shall attest that the project developer or the equipment supplier will comply with Extended Producer Responsibility for all project components. This requires that the materials used in the project will be properly recycled at the end of life.			
Annual Delivery Specifications	Maximum 600,000 MWh per year			
Term	Peninsula Clean Energy is open to terms from 1 to 20 years, with a preference for shorter term lengths (Less than 10 years)			
Site Control	Projects must have site control. Short-listed Bidders will be required to provide documentation substantiating their site control within two weeks after short-listing. If a short-listed Bidder cannot provide this documentation, Peninsula Clean Energy may rescind the short-list offer.			

	Variable RE	Firm Resources	Renewable Generation Paired w/ Storage	Stand-Alone Storage
Interconnection	<p>Projects must have received Full Capacity Deliverability Status, or equivalent. All projects must demonstrate that their interconnection timeline will allow the project to meet the proposed COD.</p> <p>Short-listed Bidders will be required to provide documentation substantiating their interconnection status within two weeks after short-listing. If a short-listed Bidder cannot provide this documentation, Peninsula Clean Energy may rescind the short-list offer.</p>			
Capacity Status      Deliverability	<p>Full Capacity Deliverability Status (FCDS) is preferred for the generation portion, but energy only is also acceptable. FCDS needs to be achievable on or around COD.</p>	<p>Full Capacity Deliverability Status (FCDS) is preferred for the generation portion, but energy only is also acceptable. FCDS needs to be achievable on or around COD.</p>	<p>FCDS is required for the storage capacity of the project. FCDS is required for firm generation. For variable generation, FCDS is preferred, but energy only is also acceptable. FCDS needs to be achievable on or around COD.</p>	<p>FCDS is required. FCDS needs to be achievable on or around COD.</p>
Product	<p>Any purchase of generation capacity and energy will also include all associated Capacity, Energy, and Environmental Attributes/Renewable Energy Credits (RECs).</p>	<p>Any purchase of generation capacity and energy will also include all associated Capacity, Energy, and Environmental Attributes/Renewable Energy Credits (RECs).</p>	<p>Any purchase of generation capacity and energy will also include all associated Capacity, Energy, and Environmental Attributes/Renewable Energy Credits (RECs).</p>	<p>Standalone energy storage products capable of offering Energy, RA, and Ancillary Services.</p> <p>RA-only offers are not allowed.</p>
Generation Facility Pricing	<p>Fixed \$/MWh with zero percent (0%) annual escalator.</p> <p>Each submitted offer must specify both of the following:</p> <ul style="list-style-type: none"> <li>• Pricing at the project's Pnode</li> <li>• Pricing at the NP15 trading hub</li> </ul> <p>Peninsula Clean Energy will not accept index pricing structures.</p>			N/A

	Variable RE	Firm Resources	Renewable Generation Paired w/ Storage	Stand-Alone Storage
	Note: Actual payments to Seller will be consistent with the terms of the PPA Agreements for each project.			
Storage Pricing	N/A	N/A	Fixed \$/kW-month with zero percent (0%) annual escalator. Peninsula Clean Energy will not accept index pricing structures.  Note: Actual payments to Seller will be consistent with the terms of the PPA Agreements for each project.	
Scheduling Coordinator	Peninsula Clean Energy prefers to be scheduling coordinator but may consider alternative arrangements.  If the project requires the Bidder / Seller to serve as the SC or if the Bidder prefers for the Seller to act as SC, the offer should provide an explanation of this and describe any price impacts for allowing Seller to act as SC in the narrative document.	Peninsula Clean Energy prefers to be scheduling coordinator but may consider alternative arrangements.  If the project requires the Bidder / Seller to serve as the SC or if the Bidder prefers for the Seller to act as SC, the offer should provide an explanation of this and describe any price impacts for allowing Seller to act as SC in the narrative document.	For all projects including storage, Peninsula Clean Energy shall be the scheduling coordinator	
Ownership	All projects will be owned by the Seller with Peninsula Clean Energy contracting for the resource’s output for the duration of the contract term.			
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 \$100/kW of Guaranteed Capacity for generation or storage resources.</li></ul>			

	Variable RE	Firm Resources	Renewable Generation Paired w/ Storage	Stand-Alone Storage
	<ul style="list-style-type: none"> <li><b>Upon Commercial Operation:</b> Performance Security equivalent to one year of expected project revenues.</li> </ul> <p>These can be provided as cash or Letter of Credit</p>			
Guaranteed Energy Production	One hundred sixty percent (160%) of proposed estimated annual energy production in each 2-year performance measurement period.	Ninety-five percent (95%) of proposed estimated annual energy production in each 1-year performance measurement period	For Variable RE, one hundred sixty percent (160%) of proposed estimated annual energy production in each 2-year performance measurement period. For Firm RE, ninety-five percent (95%) of proposed estimated annual energy production in each 1-year performance measurement period	N/A
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 Peninsula Clean Energy via the Western Renewable Energy Generation Information System ("WREGIS"), or its successor, without any additional costs or conditions to Peninsula Clean Energy. As appropriate, any e-tags associated with delivered product volumes shall be matched to associated renewable energy certificates within the WREGIS system before transferring such certificates to Peninsula Clean Energy.			
Labor Requirements	Must comply with Peninsula Clean Energy's Inclusive and Sustainable Workforce Policy, <sup>6</sup> with a strong preference for projects that commit to sign a project labor agreement and utilize union labor			
Responsible Procurement	Peninsula Clean Energy will not accept any proposals for facilities that rely on equipment or resources built with forced labor. Consistent with the business advisory jointly issued by the U.S. Departments of State, Treasury, Commerce and Homeland Security on July 1, 2020, equipment or resources sourced from the Xinjiang region of China are presumed to involve forced labor. Participant must certify that it will not utilize such equipment or			

<sup>6</sup> <https://www.peninsulacleanenergy.com/wp-content/uploads/2018/10/Policy-10-Inclusive-and-Sustainable-Workforce-revised-10-25-18.pdf>



	Variable RE	Firm Resources	Renewable Generation Paired w/ Storage	Stand-Alone Storage
	resources in connection with the construction, operation or maintenance of the applicable generating and/or storage facility.			
Storage Operation - Cycles	N/A	N/A	Storage resources are expected to operate at approximately 365 cycles <sup>7</sup> /year.	
Daily Dispatch Limits	N/A	N/A	Storage resources must have no limit to the numbers of times per day that they may be charged or discharged.	
Station Use	Seller will be responsible for Station Use.			
Project Maintenance	N/A	Seller is expected to maintain operation of the facility at full nameplate capacity throughout the contract term. Any maintenance or replacement required to maintain nameplate operation of the facility is the responsibility of the Seller.	Seller is expected to maintain operation of the storage facility at full nameplate capacity throughout the contract term. Any maintenance or replacement required to maintain nameplate operation of the facility is the responsibility of the Seller.	
Operational Efficiency	N/A	N/A	Round-trip efficiency of the storage resource must remain above 60% throughout the project lifetime.	
Storage Availability	N/A	N/A	Storage resource must be available for a minimum of 98% of hours monthly. Bidders may provide alternative pricing for a storage availability of 98% of hours annually.	

<sup>7</sup> "Cycles" is defined as the total cumulative amount of discharging energy (in MWh) from the storage facility, divided by the storage facility duration times the storage capacity.

## 6 OFFER SUBMITTAL

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Participants' Offers must be submitted by- ~~**Tuesday, May 9, 2023, 5 PM PPT Tuesday, April 18, 2023, 5 PM PPT**~~. Offers must include the required documents described below. All offers must meet the requirements of the RFO to be considered. However, Peninsula Clean Energy reserves the right to waive any deficiency of an offer.

Only electronic submittals will be accepted via e-mail sent to [PenCleanEnergyRFO@peninsulacleanenergy.com](mailto:PenCleanEnergyRFO@peninsulacleanenergy.com). Please include "Peninsula Clean Energy RFO for Fully Deliverable Projects, Offer from [Company Name]" in the subject line. Late offers shall be rejected. This deadline is absolute, and offers received after the due date and time shall not be considered.

By participating in Peninsula Clean Energy's RFO process, a Participant acknowledges that it has read, understands, and agrees to the terms and conditions set forth in these RFO instructions. Peninsula Clean Energy reserves the right to reject any offer that does not comply with the requirements identified herein. Furthermore, Peninsula Clean Energy may, in 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 not be bound by the terms of any offer until Peninsula Clean Energy has entered into a fully executed agreement. Only electronic submittals will be accepted.

## 7 CONTENT OF RESPONSE

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***The following documents are required for each Project:***

1. Completed Offer Form (Attachment 1)
2. Narrative
3. Geospatial Footprint
4. Compliance with Peninsula Clean Energy's Sustainable Workforce Policy
5. Compliance with Peninsula Clean Energy's Ethical Vendor Standards

The following document is optional. Please refer to Section 11 for additional information.

1. *Optional:* Diversity Questionnaire

***File naming convention:***

Submitted offer documents should be named according to the following file naming convention:

1. Completed Offer Form: OfferForm\_ProjectOwnerName\_ProjectName\_ProjectType.xlsx
2. Narrative: Narrative\_ProjectOwnerName\_ProjectName.pdf
3. Geospatial files: GeospatialFootprint\_ProjectOwnerName\_ProjectName
4. Compliance with Workforce Policy and requested information:  
SustainableWorkforce\_ProjectOwnerName\_ProjectName
5. Compliance with Ethical Vendor Policy and requested information:  
EthicalVendor\_ProjectOwnerName\_ProjectName
6. (Optional) Diversity Questionnaire: DiversityQuestions\_ProjectOwnerName\_ProjectType

Example file names are shown in the Instructions tab of Attachment1 Offer Form.

Please do not include extra documentation not listed here. Participants shall provide such additional information as reasonably requested by Peninsula Clean Energy.

### Offer Form

The excel file Offer Form (Attachment 1) is the primary source of data for evaluating submissions. ***This Offer Form template is mandatory and must be fully completed for a submission to be considered compliant.***

This form can be downloaded from the RFO web site. If your project requires the construction of a new substation, please identify the nearest Pnode and note that it is a proxy. Nodes must be spelled exactly as they are listed in OASIS:

<http://oasis.caiso.com/mrioasis/default.do?tiny=aeQdVQ>. You must submit the pricing at the Pnode and NP15.

The Offer Form (Attachment 1) template contains the following sections, and a guide for which sheets must be completed is provided below and on the Instructions tab in the template. All light blue fields in the sheets relevant to the proposed project should be fully completed, utilizing the drop-down lists when provided.

Project Type	Required Information Sheets	Naming Convention for File Name
Variable Renewables	1, 2a, 2b, 4, 5	Renew
Firm Renewables	1, 2a, 2c, 4, 5	Firm
Variable Renewables + Storage	1, 2a, 2b, 3, 4, 5	RenewStor
Firm Renewables + Storage	1, 2a, 2c, 3, 4, 5	FirmRenewStor
Storage Only	1, 3, 4, 5	Stor

**1. Participant Info:** These values provide summary information for the Participant's contact information and relevant experience

**2a. RE Facility Detail:** These values provide summary information for the renewable energy project

**2b. Variable RE Data Template:** These values will be used for quantitative modeling of intermittent renewable generation resources, whether standalone or combined with storage

**2c. Firm RE Data Template:** These values will be used for quantitative modeling of firm renewable generation resources, whether standalone or combined with storage

**3. Storage Facility Detail:** These values provide summary information for the energy storage project and will be used for quantitative modeling

**4. Qualitative Assessment:** This questionnaire gathers information for qualitative selection criteria.

**5. Development Risk:** These questions are intended to assess potential project development risk.

## Contract Terms

Proposed pricing should assume the terms in the draft contracts and Section 5 of the RFO instructions. **If you have any proposed changes to the contract terms, please provide your**

**proposed changes and the impact of these changes on pricing in the narrative.** Draft contracts for each product type will be posted to the RFO website. Peninsula Clean Energy will consider proposed changes but may or may not ultimately accept changes.

## Narrative

Participants should submit a brief narrative including a cover letter, a description of the Participant's experience, and an explanation of the proposed project's characteristics and development status. This narrative will be primarily used as a reference for specific project details that are not fully captured in the Offer Form templates and for further assessment of shortlisted proposals. The contents of the narrative will not be used as part of the initial quantitative or qualitative project evaluation but is mandatory for promotion to the final shortlist.

***The project narrative should be submitted as a pdf document.***

A Project Narrative should include the following sections in the order listed below:

1. Cover Letter: Describe the offer(s), including the relationships among offers, if multiple Projects are submitted or multiple offers are presented for the same Project. This letter should at a high level describe the steps required to develop, deliver, and operate the project(s).
2. Participant Experience and Qualifications: Describe developer experience, particularly as it relates to previously completed projects of a similar scope and scale including the following:
  - A document describing the roles, experience and qualifications of all project team members including the following:
    - Years of experience developing similar projects
    - Number, type, and size of projects
    - Experience financing projects
  - Parent company
  - Organization chart showing project personnel and their role within the development company; and the relationship between the project owner, developer, financing entity, owner upon operation, and operator. If you are submitting multiple projects, this may require multiple organization charts.
  - Financial strength of RFO Participant.
3. Project Summary: Brief summary of project including location, sizing, and any relevant high-level details (1-2 paragraphs)
4. Project Details Summary: Table including the project name, location, technology, capacity, duration for storage projects, COD and pricing.

5. Technology Description: Describe the generation technology and / or storage technology. Include details on the type of storage (chemical, mechanical, thermal, etc.) and the physics / chemistry behind the technology.
6. Detailed Site Description: Detailed description of the current land use of the project footprint, description of status of site control and a detailed site map showing nearest cross streets, latitude and longitude, any gen-tie required.
7. Interconnection Status: Describe the project's proposed interconnection, including proximity to transmission interconnection, any new interconnection facilities or Network Upgrades that would need to be built, provide queue position, status of completed studies (System Impact Study, Facilities Study, Phase 1 Study, Phase 2 Study, CAISO Full Deliverability Study), Interconnection level of the proposed generator (Distribution or Transmission), Scheduled Commercial Operation Date and progress related to any applicable agreement.
8. Milestone schedule: At minimum, include the following:
  - [date] – Receipt of CEC pre-certification
  - [date] – Receipt of Phase 2 interconnection study
  - [date] – Execution of Interconnection Agreement
  - [date] – Procurement of major equipment
  - [date] – Obtain federal and state discretionary permits
  - [date] – Guaranteed Construction Start Date
  - [date] – Obtain Full Capacity Deliverability Status, if applicable
  - [date] – Guaranteed Commercial Operation Date
9. Financing Plan
10. Environmental Permitting Status: List all known environmental issues on the project site and description of permit status including permits required for construction and operation (Conditional Use Permit, Notice of Determination, Environmental Impact Report).  
Description of other required environmental information including the following:
  - Reconnaissance level surveys (e.g. biological, archaeological) and tribal consultation completed and no occupied habitat for endangered species or cultural resources identified
  - CEQA/NEPA completed or not required
  - Wildlife permits obtained or none required. Include written opinion from CA Department of Fish and Wildlife.
  - Land use approvals granted
11. Technology components, recycling and decommissioning
  - Please identify the primary project components (i.e. technology type, manufacturer and model)

- Identify where materials are sourced from
  - Identify whether toxic materials are included in any project components
  - Plans for decommissioning projects
  - Plans for recycling components at decommissioning
  - Plans for disposing of any toxic materials included in project components
12. Project Risk- Provide a brief overview of project risks, particularly related to status of:
- Project interconnection
  - Site control and permitting
  - Environmental zoning, studies, and permitting
  - Financing
13. Community Benefits: Describe what benefits the project provides the community in which it is located, including resiliency.
14. Proposed Changes to Contract Terms: If you have proposed changes to the contract terms, provide your proposed changes and the impact of these changes on pricing in this section.

### Geospatial Footprint File

***All projects are required to submit the relevant geospatial footprint of the project.*** Please see Attachment 3: Instructions for Geospatial Footprint for details on how to create the appropriate geospatial file.

### Compliance with Peninsula Clean Energy's Sustainable Workforce Policy

Peninsula Clean Energy requires all Participants to submit the following information. Peninsula Clean Energy is committed to engaging a skilled and trained workforce and targeted hires. At a minimum, projects must comply with Peninsula Clean Energy's Sustainable Workforce Policy.<sup>8</sup> Please submit this information and a confirmation of compliance with the Sustainable Workforce Policy as a separate document (as opposed to a section within the Narrative). This should be submitted as a PDF document.

Participants shall include detailed information regarding past, current and/or planned efforts by the project developer and their contractors, as well as specific information regarding the proposed project, to:

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<sup>8</sup> Peninsula Clean Energy's full Sustainable Workforce Policy is available here: <https://www.peninsulacleanenergy.com/wp-content/uploads/2018/10/Policy-10-Inclusive-and-Sustainable-Workforce-revised-10-25-18.pdf>

- Employ workers and use businesses from the PCE service territory.
- Employ properly licensed (A, B, C10, C7, C46) contractors and California Certified electricians.
- Utilize multi-trade project labor agreements on the proposed project or any prior project developments.
- Utilize local apprentices, particularly graduates of local pre-apprenticeship programs.
- Pay workers the correct prevailing wage rates for each craft, classification and type of work performed.
- Display a poster at jobsites informing workers of prevailing wage requirements.
- Provide workers compensation coverage to on-site workers.
- Support and use State of California approved apprenticeship programs.

Relevant information submitted by Participants 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<sup>9</sup>**

Peninsula Clean Energy requires all Bidders to submit the following information. Peninsula Clean Energy is committed to the highest standards of responsible behavior and integrity in all its business relationships. Peninsula Clean Energy will consider a company's business practices, environmental track record, and commitment to sustainability in its procurement decisions. Please submit a description of your company's business practices, environmental track record, and commitment to sustainability, and a confirmation of compliance with the Ethical Vendors Standard, as a separate document (as opposed to a section within the Narrative). This should be submitted as a PDF document.

### **Optional: Diversity Questionnaire**

Peninsula Clean Energy asks Participants to voluntarily complete the attached Supplier Diversity Questionnaire (Attachment 4) 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

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<sup>9</sup> Peninsula Clean Energy's Ethical Vendor Standards can be found here: <https://www.peninsulacleanenergy.com/wp-content/uploads/2017/01/PCE-Policy-9-final.pdf>.



Diversity Questionnaire solely to help evaluate how well it is conforming to its own policies and goals. For additional information, please see Section 11 below. ***Pursuant to California Proposition 209, Peninsula Clean Energy does not give preferential treatment based on race, sex, color, ethnicity, or national origin.***

## 8 EVALUATION CRITERIA

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Offers will be reviewed to determine if all required documentation was included with the offer submittal as described above (Required Information). Offers that fail to contain the required documents may be disqualified from further consideration.

Peninsula Clean Energy will evaluate offer submissions according to both quantitative and qualitative evaluation factors described below. Peninsula Clean Energy reserves the right to rely on information from sources other than the information provided by the Participants. Peninsula Clean Energy may also seek written clarification from any or all Participants to better understand and evaluate the offers. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original offer.

The most advantageous quote shall be determined based on the best value to Peninsula Clean Energy. Relevant factors to evaluate value include but may not be limited to life cycle costs; cash-flow considerations; concentration risk; maintenance costs; operating efficiency; quality; financial strength, capabilities and/or expertise of the participant; contract terms including collateral terms; adherence to applicable policies.

Evaluation Criteria	Points
Value (energy, attributes, capacity) <sup>10</sup>	55
Project Viability	15
Project Team Experience	10
Environmental impacts	5
Impact on DACs	5
Project Location	5
Ethical Vendors Standard	5
Workforce Development	Pass / Fail
<b>Total</b>	<b>100</b>

Peninsula Clean Energy will evaluate each Offer against these criteria and select a subset of Offers to create a shortlist and move to the negotiation phase. Throughout the negotiation process, as discussed below, Peninsula Clean Energy will continue to evaluate a Participant's fit and each Offer's fit with Peninsula Clean Energy's goals and objectives.

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<sup>10</sup> Please refer to the Quantitative Evaluation Criteria section for additional detail.

### Quantitative Evaluation Criteria

All projects will be assessed for the project's economic value including energy, environmental attributes, and resource adequacy (net of curtailment and degradation), contract cost, and contract term. Projects will be modeled across all relevant DA, RT, and ancillary markets and assessed for market performance against the relevant project Pnode. Pnode prices will be generated using modeling that accounts for changes in regional fundamentals (congestion risk, depression of mid-day prices due to solar generation, storage, etc.) over time. This analysis will provide an estimate of energy value for each project, which along with the \$/MWh PPA cost and, if relevant, \$/kW-month capacity cost submitted in the proposal will be used to calculate an overall value for each project.

### 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
  - Technology viability
  - Financial stability of project owner/developer
  - Approach/discussion on EPC contracting
- Environmental impacts and related mitigation requirements: Peninsula Clean Energy is committed to being an environmental leader and will evaluate whether projects deliver multiple benefits for air, water, and nature and avoid impacts to important lands, species, and waters. Peninsula Clean Energy will also assess whether projects are located in areas zoned for renewable energy development or in high-conflict areas. Peninsula Clean Energy will also evaluate recycling and decommissioning plans for project technology.
- Project team experience
- Disadvantaged Communities (DAC)<sup>11</sup> - Peninsula Clean Energy values projects that can demonstrate DAC workforce and community development benefits and have conducted outreach to DAC communities.
- Project Location – Peninsula Clean Energy prefers projects located within California, particularly projects located within or close to San Mateo and Santa Clara counties.
- Workforce Development
  - Relevant information submitted by Participants 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

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<sup>11</sup> Disadvantaged Community means in or within half a mile of a [CalEnviroscreen](#) census tract in the 75th percentile or higher.

existing wage base in local communities where contracted projects will be located.

- Compliance with Peninsula Clean Energy's Ethical Vendors Standard:
  - Peninsula Clean Energy will consider a company's business practices, environmental track record, and commitment to sustainability in its procurement decisions.

## 9 SHORT-LISTED OFFER REQUIREMENTS

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

- A signed Exclusivity Agreement (Attachment 5)
  - Peninsula Clean Energy will not negotiate the terms of the Exclusivity Agreement
- Shortlist Deposit
  - \$3,000/MW of generation and storage capacity, if applicable
- Demonstration of interconnection status
- Demonstration of site control
- Credit rating and financial statements

### **Shortlist Deposit**

The Shortlist Deposit is intended to secure the obligations of any shortlisted Participant(s) during the negotiating period and to ensure that each offer has been carefully considered. The Shortlist Deposit must be in the form of either a cash deposit or a Letter of Credit. “Letter of Credit” means an irrevocable standby letter of credit, in a form reasonably acceptable to Peninsula Clean Energy, issued either by (i) a U.S. commercial bank, or (ii) a U.S. branch of a foreign commercial bank that meets the following conditions: (A) it has sufficient assets in the U.S. as determined by Peninsula Clean Energy, and (B) it is acceptable to Peninsula Clean Energy in its sole discretion. The issuing bank must have a credit rating of at least A- from S&P or A3 from Moody’s, with a stable outlook designation. In the event the issuer is rated by both rating agencies and the ratings are not equivalent then the lower rating will apply. All costs of the Letter of Credit shall be borne by Participant.

Please refer to the Exclusivity Agreement for additional details regarding the Exclusivity Period and return of the Shortlist Deposit.

### **Credit Rating and Financial Statements**

Based on availability, Participant 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. If audited financial statements are not available, financial statements, as described below, should be submitted, signed, and attested to by an officer of the counterparty as a fair representation of the financial condition in accordance with generally accepted accounting principles. The information should include, but is not limited to, the following:

#### **If publicly traded:**

- a. Annual and quarterly reports on Form 10-K and Form 10-Q, respectively
- b. Form 6-K and 8-K, if filed during the last period

**If privately held or governmentally owned:**

- a. Management's Discussion & Analysis (if available)
- b. Report of Independent Accountants (if available)
- c. Financial Statements, including:
  - i. Balance Sheet
  - ii. Income Statement
  - iii. Statement of Cash Flows
  - iv. Statement of Stockholder's Equity (privately held only)
- d. Notes to Financial Statements

Financial statements should be sent to [PenCleanEnergyRFO@peninsulacleanenergy.com](mailto:PenCleanEnergyRFO@peninsulacleanenergy.com). If the Participant requires a Non-Disclosure Agreement (NDA) in order to share that information, Peninsula Clean Energy will use the NDA provided in the RFO Solicitation materials (Attachment 6). Peninsula Clean Energy will not negotiate the terms of this NDA.

## 10 CREDIT TERMS

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### Seller Credit Requirements

Following shortlist selection notification, the selected Participant(s) will be required to execute an Exclusivity Agreement and submit a Shortlist Deposit within two weeks of such notification. Letter of credit, checks, or wire transfer will be accepted. More detailed instructions will be provided to shortlist candidates when the time comes. For further details, please see Exclusivity Agreement (Attachment 5).

Seller is solely responsible for the cost of providing these credit assurances and this should be included in the price offered.

- **Shortlist Deposit:** \$3,000/MW of proposed generation and/or storage, as applicable, project capacity for each shortlisted project
- **Following PPA execution:** Development Security of \$100/kW of Guaranteed Capacity for generation or storage resources.
- **Upon Commercial Operation:** Performance Security equivalent to one year of expected project revenues.

### Buyer Security

Peninsula Clean Energy has an investment grade credit rating and will not provide collateral or performance security in connection with any agreements that it may execute in connection with this RFO. By submitting an offer through this RFO, Participant acknowledges and accepts that Peninsula Clean Energy does not intend to provide collateral or performance security in connection with any agreement, and no such offer submitted will be subject to a requirement that Peninsula Clean Energy post collateral or security.

## 11 SUPPLIER DIVERSITY

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Consistent with its strategic goals, Peninsula Clean Energy has a strong commitment to foster a work environment that espouses sustainable business practices and cultivates a culture of innovation, diversity, transparency, integrity, and commitment to the organization's mission and the communities it serves. As part of that goal, Peninsula Clean Energy strives to ensure its use of vendors and suppliers who share its commitment to sustainable business and inclusionary practices.

To help ensure an inclusive set of vendors and suppliers, Peninsula Clean Energy's policy requires it to:

1. Strive to use local businesses and provide fair compensation in the purchase of services and supplies;
2. Proactively seek services from local businesses and from businesses that have been Green Business certified and/or are taking steps to protect the environment; and
3. Engage in efforts to reach diverse communities to ensure an inclusive pool of potential suppliers.

General Order 156 (GO 156) is a California Public Utilities Commission ruling that requires utility entities to procure at least 21.5% of their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' (WMDVLGBTBEs) in all categories. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Clearinghouse database.

The CPUC Clearinghouse can be found here: [www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com). Peninsula Clean Energy's policies and commitment to diversity are consistent with the principles of GO 156, and, therefore, respondents to this RFO are asked to voluntarily disclose 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 provided information in any part of its decision-making or selection process. Rather, Peninsula Clean Energy will use that information solely to help evaluate how well it is conforming to its own policies and goals. Pursuant to California Proposition 209, Peninsula Clean Energy does not give preferential treatment based on race, sex, color, ethnicity, or national origin.



## 12 PENINSULA CLEAN ENERGY LEGAL OBLIGATIONS

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Peninsula Clean Energy is not obligated to respond to any offer submitted as part of the RFO. All parties acknowledge that Peninsula Clean Energy is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 6250 et seq. Peninsula Clean Energy acknowledges that another party may submit information to Peninsula Clean Energy that the other party considers confidential, proprietary, or trade secret information pursuant to 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"). Any such other party acknowledges that Peninsula Clean Energy may submit to the other party Confidential Information. Upon request or demand of any third person or entity not a party to this RFO ("Requestor") for production, inspection and/or copying of information designated as Confidential Information by a party disclosing such information ("Disclosing Party"), the party receiving such information ("Receiving Party"), as soon as practical but within three (3) business days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address or email address listed on the cover page of the RFO. The Disclosing Party 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 the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

## 13 GENERAL TERMS AND CONDITIONS

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1. **Peninsula Clean Energy's Reserved Rights:** Peninsula Clean Energy may, at its sole discretion: withdraw this Request for Offers at any time, and/or reject any or all materials submitted. Respondents are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of the materials for this RFO.
2. **Public Records:** All documents submitted in response to this RFO will become the property of Peninsula Clean Energy upon submittal and will be subject to the provisions of the California Public Records Act and any other applicable disclosure laws.
3. **No Guarantee of Contract:** Peninsula Clean Energy makes no guarantee that a contractor and/ or firm added to the qualified vendor list will result in a contract.
4. **Response is Genuine:** By submitting a response pursuant to this RFO, Respondent certifies that this submission is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not named therein; the submitting firm has not directly or indirectly induced or solicited any other submitting firm to put in a sham bid, or any other person, firm or corporation to refrain from submitting a submission, and the submitting firm has not in any manner sought by collusion to secure for themselves an advantage over any other submitting firm.

## 14 PROTEST

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If an unsuccessful Participant 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 Participant 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  
[PenCleanEnergyRFO@peninsulacleanenergy.com](mailto:PenCleanEnergyRFO@peninsulacleanenergy.com).

## 15 PARTICIPANT REPRESENTATIONS

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By submitting an offer, Participant 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 Participant's submittals and are deemed to be material to the Peninsula Clean Energy's consideration of the proposals:

1. Participant agrees that Peninsula Clean Energy is not liable to any Participant 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 Participant has no legal recourse against Peninsula Clean Energy, its Members, directors, officers, employees, and agents for rejection of their submittal(s).
2. Participant 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. Participant has obtained all necessary authorizations, approvals, and waivers, if any, required by Participant to submit its bid pursuant to the terms of this RFO and to enter into a final agreement with Peninsula Clean Energy.
4. Participant acknowledges that Peninsula Clean Energy reserves the right to enter into relationships with more than one Participant, can choose not to proceed with any Participant 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. Participant 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 Participant or any competing RFO, nor does Participant have in its employ any of Peninsula Clean Energy's Directors, or Peninsula Clean Energy employee who is the spouse or economic dependent of such a Peninsula Clean Energy employee.
6. Participant's submission complies with all applicable laws.
7. Participant warrants that all information submitted by Participant in connection with this RFO is true and accurate as of the date of Participant's submission. Participant also covenants that it will properly update any submitted information immediately upon any material change thereto.
8. Participant acknowledges and accepts that Peninsula Clean Energy does not intend to provide collateral or performance security in connection with any PPA.

## 16 PUBLIC NATURE OF PROPOSAL MATERIAL

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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 that you send 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 acknowledges 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 process. After the announcement of a recommended award, all proposals received in response to this RFO will be subject to public disclosure.

In order to designate information as confidential, the Participant 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. Participant 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 Participant as confidential information (such designated information, the "Confidential Information"), Peninsula Clean Energy will notify the Participant as soon as practical that such request has been made. The Participant 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 Participant 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 Peninsula Clean Energy, 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 Participant of the required disclosure, such that the Participant 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.

## 17 DISCLAIMER

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Peninsula Clean Energy reserves the sole and discretionary right to (i) reject any offers received in response to this RFO for any reason, and (ii) accept any offers received after the deadline for submittals as indicated herein. Additionally, Peninsula Clean Energy reserves the right, at their 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 each CCA 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.

## 18 LIST OF ATTACHMENTS

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1. Offer Form
2. Agreements
  - a. Renewable Energy Only Power Purchase and Sale Agreement
  - b. Renewable Energy + Storage Power Purchase and Sale Agreement
  - c. Storage Only Agreement
3. Instructions for Providing Project Geospatial Footprint
4. Supplier Diversity Questionnaire
5. Exclusivity Agreement
6. Non-Disclosure Agreement