MCE, a California joint powers authority, seeks qualified suppliers of various energy and storage products to participate in MCE’s 2020 Open Season procurement process (“2020 Open Season”). The purpose of MCE’s 2020 Open Season is to fulfill approximately 350 GWh annually of MCE’s future energy resource requirements. MCE’s 2020 Open Season includes requests for Portfolio Content Category 1 (“PCC1”) Renewable Energy with contract delivery terms ranging from a minimum ten years to a maximum twenty years and stand-alone energy storage opportunities, as further described in Appendix A. The aforementioned specification related to contract term length is intended to ensure that any renewable energy purchased by MCE as a result of this 2020 Open Season will contribute to MCE’s achievement of requisite long-term contracting requirements, as specified under California’s Renewables Portfolio Standard (“RPS”) Program.

Offers pursuant to this Request for Offer (“RFO”) must be received by MCE not later than 5:00 P.M. Pacific Prevailing Time on the dates outlined in Section V.

I. About MCE

With offices in San Rafael and Concord, MCE is a public, not-for-profit agency which operates California’s first community choice aggregation (“CCA”) program as well as various complementary energy-related programs. MCE’s primary focus is reducing energy-related greenhouse gas emissions by providing electricity customers with a supply portfolio that utilizes a minimum 60% renewable energy, a 100% renewable energy service option (available to all customers on a voluntary basis), and groundbreaking energy efficiency, demand response, and energy storage programs. Consistent with the CCA service model, MCE determines the sources and suppliers of the energy it procures, and PG&E continues to manage the transmission and distribution of such energy to MCE customers. MCE maintains investment grade credit ratings of Baa2 from Moody’s and BBB from Fitch. Members of MCE include the County of Marin and its towns and cities, the County of Napa and its towns and cities, the County of Contra Costa and its cities of Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Oakley, Pinole, Pittsburg, Richmond, San Pablo, San Ramon and Walnut Creek, and the city of Benicia. MCE also plans to expand its territory over the coming years to include additional communities in Solano County.

II. Introduction

As part of its ongoing effort to deliver environmentally responsible, competitively priced retail electric service options, MCE has established an Open Season to provide a competitive, objectively administered opportunity for qualified suppliers of various energy products to fulfill certain portions of MCE’s future energy resource requirements.
MCE’s 2020 Open Season includes requests for PCC1 renewable energy. Proposals for PCC1 renewable energy produced via photovoltaic solar (PV) generating technologies must also include energy storage as an integral element of the generating resource. In addition, MCE will entertain offers for stand-alone energy storage projects. General instructions for participating in MCE’s 2020 Open Season are further described below; product-specific requirements are outlined in Appendix A.

By participating in MCE’s 2020 Open Season process, respondents acknowledge that they have read, understand, and agree to the terms and conditions set forth in this Request for Offer Procedural Overview & Instructions. MCE reserves the right to reject any offer that does not comply with the requirements identified herein. Furthermore, MCE may, in its sole discretion and without notice, modify, suspend, or terminate the 2020 Open Season without further liability to any organization or individual. The 2020 Open Season does not constitute an offer to buy or create an obligation for MCE to enter into an agreement with any party, and MCE shall not be bound by the terms of any offer until MCE has entered into a fully executed agreement.

III. Required Content of Offers

Offers must include all of the following components with sufficient detail to support MCE’s evaluative process (using the criteria in Section IV):

In addition, MCE will only consider complete offers that conform to the product-specific requirements outlined in Appendix A.

To be deemed a complete, conforming offer, each offer shall:

a. Be submitted electronically (uploaded using the “Proposal Submission” link located on the website: http://mcecleanenergy.org/energy-procurement/) by 5:00 P.M. Pacific Prevailing Time on the due date as shown in Section V;

b. Include a completed 2020 Open Season Offer Form, which is available on MCE’s website via the following link: http://mcecleanenergy.org/energy-procurement/. The Offer Form has been prepared for certain requested products, and respondents should carefully review the Offer Form and associated instructions to ensure submittal of conforming responses.

c. Indicate acceptance of MCE’s Term Sheet(s) in the Instructions & Acknowledgments section of the Offer Form or include a redlined markup, in tracked changes format within a MS Word document, reflecting all requested changes to the applicable Term Sheet(s) as Attachment I to the offer submittal. Please include sufficient detail so that MCE can understand the nature of the requested changes. Redlined comments that simply state “discuss” or “to be discussed” or similarly non-specific edits that lack further detail will be disregarded and may be rejected as insufficiently complete to be evaluated.

d. Final selection(s) will be contingent upon negotiation and execution of a power purchase agreement. MCE’s standard Purchase Power Agreement(s) are available on its website via the following link: http://mcecleanenergy.org/energy-procurement/.

e. A complete offer package must include the following Attachments:

   - Completed Offer Form
   - Attachment A – Financing Plan
   - Attachment B – Financial Statements
   - Attachment C – Organizational Chart
MCE encourages 2020 Open Season respondents to emphasize quality as opposed to quantity when considering the submittal of multiple responses. No more than three permutations per project will be considered, per respondent; multiple pricing offers (e.g., different COD-dependent prices for the same project) will not be considered independent projects for the sake of this limitation. Respondents may submit more than one project.

IV. **Evaluation Criteria**

MCE will evaluate responses in consideration of a common set of criteria, a partial list of which is included below. This list may be revised at MCE’s sole discretion and includes:

- a. Overall quality of response, inclusive of completeness, timeliness, and conformity;
- b. Price and relative value within MCE’s supply portfolio;
- c. Project location and local benefits, including local hiring and prevailing wage considerations;
- d. Project development status, including but not limited to progress toward interconnection, deliverability, siting, zoning, permitting, and financing requirements;
- e. Qualifications, experience, financial stability, and structure of the prospective project team (including its ownership);
- f. Environmental impacts and related mitigation requirements;
- g. Acceptance of MCE’s standard contract terms; and
- h. Development milestone schedule, if applicable.

V. **Key Deadlines and Submission Requirements**

MCE’s 2020 Open Season will be administered based on the following schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFO</td>
<td>1/31/2020</td>
</tr>
<tr>
<td>Vendor Q&amp;A Window</td>
<td>1/31 – 2/21/2020</td>
</tr>
<tr>
<td>Submission Deadline</td>
<td>3/2/2020, 5:00 P.M. Pacific Prevailing Time</td>
</tr>
<tr>
<td>Short-list Notification</td>
<td>5/25/2020</td>
</tr>
<tr>
<td>Final Selection(s)</td>
<td>6/24/2020</td>
</tr>
<tr>
<td>Finalize Contract(s)</td>
<td>8/5/2020</td>
</tr>
</tbody>
</table>

- a. **Notice of Intent to Bid**: A Notice of Intent to Bid in submitting an offer is not required, however, it is useful for the evaluation process. No later than the deadline for submitting questions, all parties interested in responding to this RFO are encouraged, but not required, to notify MCE via email of the intent to submit a proposal. This notice creates no obligation to submit a
proposal but will ensure that interested parties are copied on MCE's responses to questions submitted by potential respondents. Notices must be sent to rfo@mcecleanenergy.org and should include the company's name and email contact information, referencing “MCE 2020 Open Season – Notice of Intent to Bid” in the subject line.

b. Deadline for Questions. Any questions related to the content of this RFO must be submitted to the RFO Manager at rfo@mcecleanenergy.org during the “Vendor Q&A window”. Please see Section IX, below, for additional information regarding questions submitted to MCE regarding the 2020 Open Season.

c. Deadline for Responses. MCE Responses to all questions will be posted weekly.

d. Submission Deadline. To be eligible for consideration, offers must be uploaded via the “Proposal Submission” link on MCE’s website no later than 5:00 P.M. Pacific Prevailing Time on the above due date.

Below is a screenshot of the link to upload responses. In the “Name” field please enter the counterparty name (used on line 19, tab 2 of the Offer Form) – NOT your personal name. Then enter your counterparty email address. The “Company (optional)” field, please re-enter the counterparty name. At any time prior to the Submission Deadline, Respondent can upload documents as long as the same counterparty name and email address are used.

Send files to MCE

MCE RFO has invited you to send files

Name

Email Address

Company (optional)

e. Supplier Interviews/Q&A. As necessary, MCE may submit clarifying questions to certain respondents or conduct interviews, based on information provided in the Offer Form. MCE shall retain the right, in its sole discretion, to request information without notifying other respondents. MCE shall establish due dates for any request(s) for additional information, which shall be communicated to the affected respondent(s).

f. Response Evaluation and Supplier Notification. Following its review of proposed responses and clarifying materials, as well as any interview(s) that may be conducted during this process, MCE will notify all selected suppliers of its intent to pursue contract negotiations. Those suppliers not selected during this process will be notified accordingly.
g. **Contract Approval and Execution.** MCE anticipates that the selection process will be completed by approximately August 5, 2020 as indicated above. Please note that full execution of a contract is likely to occur after this date and is subject to MCE Board approval.

VI. **Supplier Diversity and Labor Practices**

Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, MCE collects information regarding supplier diversity and labor practices from project developers and their subcontractors regarding past, current and/or planned efforts and policies. Each Respondent will be required to complete a Labor Practices questionnaire as part of its offer package (please see MCE’s Open Season Offer Form). Additionally, pursuant to Senate Bill 255, which imposes new supplier diversity reporting requirements on CCAs, Respondents that execute a PPA with MCE will be required to complete a Supplier Diversity questionnaire.

MCE does not give preferential treatment based on race, sex, color, ethnicity, or national origin; providing such information to MCE will not impact the selection process or good standing of executed PPAs.

VII. **General Terms and Conditions**

**MCE’s Reserved Rights**

MCE may, at its sole discretion, withdraw this Request for Offers at any time, and/or reject any or all offers submitted without awarding a contract. MCE also reserves the right to negotiate any price or provision as well as accept or reject any or all parts of each offer, whatever is deemed to be in the best interest of MCE.

Respondents are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of an offer or proposal. MCE shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

All data and information furnished by MCE or referred to in this RFP are furnished for the Respondent’s convenience. MCE does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to the accuracy of such data or its interpretation.

During the evaluation process MCE may request from any respondent additional information which MCE deems necessary to determine the respondent’s ability to perform the required services. If such information is requested, the respondent shall provide such information within a commercially reasonable amount of time.

**Public Records**

All documents submitted in response to this Request will become the property of MCE upon submittal, and will be subject to the provisions of the California Public Records Act and any other applicable disclosure laws. Upon submission, all proposals shall be treated as confidential until the selection process is completed. Once a contract is awarded, all proposals shall be deemed public record. MCE is required to comply with the California Public Records Act as it relates to the treatment of any
information marked “confidential.” Respondents requesting that portions of its submittal should be exempt from disclosure must clearly identify those portions with the word “Confidential” printed on the lower right-hand corner of the page. Each page shall be clearly marked and separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. MCE will consider a respondent’s request for an exemption from disclosure; however, if MCE receives a request for documents under the California Public Records Act, MCE will make a decision based upon applicable laws. Respondents should not over-designate material as confidential, and any requests or assertions by a respondent that the entire submittal, or significant portions thereof, are exempt from disclosure will not be honored.

VIII. **Shortlist Deposit and Exclusive Negotiating Agreement**

Selected respondent(s) will be notified of MCE’s interest in further discussions and will be offered an Exclusive Negotiating Agreement for placement on MCE’s 2020 Open Season shortlist. Respondents interested in being placed on the shortlist and negotiating a power purchase agreement shall execute the Exclusive Negotiating Agreement and submit a Shortlist Deposit of $3.00/kW for all short-listed project capacity within ten (10) business days of such notification. The pro forma Exclusive Negotiating Agreement will be available for review by respondents prior to MCE’s announcement of selected suppliers.

IX. **Questions**

To promote accuracy and consistency of information provided to all participants, questions will only be accepted via email to MCE’s RFO Manager at rfo@mcecleanenergy.org with the subject line of such emails reading “MCE 2020 Open Season Question.” Please note, the deadline for submitting questions is indicated in Section V above.

MCE will attempt to respond to submitted questions within a week of receipt. MCE will post the questions and responses to the solicitation page of MCE’s website.

MCE reserves the right to combine similar questions, rephrase questions, or decline to answer questions, at its sole discretion. All questions must be submitted through the above process. No questions will be answered over the telephone or in person. Respondents may not have any contact regarding this procurement with any MCE official or staff from the time of issuance of this solicitation until the award of contract, other than through the process for submitting questions. Any contact in violation of these provisions will be grounds for disqualification.

Thank you for your interest!
Appendix A
Product Specifications: PCC1 Renewable Energy

I. **Applicable Contract:** MCE’s Standard Power Purchase Agreement

II. **Resource Location:** Facility must be physically interconnected to, or capable of delivering PCC1-eligible renewable energy to a California balancing authority; MCE’s preference is for resources physically located within the state of California with added preference for those projects located in MCE’s service area.

III. **Product:** PCC1-eligible Renewable Energy, Green Attributes/Renewable Energy Credits and Capacity Attributes (if available). MCE will NOT consider bids for PV-only resources; resources utilizing a PV fuel source must be paired with integral energy storage infrastructure to be considered. Stand-alone energy storage is also eligible for consideration.

IV. **Resource Eligibility:** All deliveries shall meet PCC1-eligibility criteria, as applicable under California’s RPS Program. All generating resources shall be registered with the Western Renewable Energy Generation Information System (“WREGIS”) and all related renewable energy certificate transfers shall be arranged via WREGIS. Respondents proposing out-of-state PCC1 deliveries that require eTag/REC matching shall accordingly arrange for such functionality in WREGIS and shall electronically match such eTags/RECs within WREGIS before transferring any certificates to MCE.

V. **Generating Capacity:** The proposed generating resource must be more than twenty (20) megawatts (“MW”), alternating current (“AC”).

VI. **Term of Delivery:** Minimum ten, maximum twenty years, commencing on the commercial operation date (or initial delivery date, if the facility is already in service).

VII. **Initial Date of Delivery:** Respondents are encouraged to offer multiple pricing bids per facility, based on guaranteed commercial operation dates that range from January 1, 2021 through June 1, 2023; please see the “Price” section of the “3) Project Information” tab of the Open Season Offer Form.

VIII. **Proposed Pricing:** Respondents should provide a single, flat price for each MWh of electric energy to be delivered by the proposed generating resource(s). This energy price shall remain constant throughout the entire delivery term and shall not be adjusted by periodic escalators or time of delivery factors. This energy price shall include procurement of the energy commodity, all Green Attributes/Renewable Energy Credits related thereto, Capacity Attributes (if available), transmission charges to the delivery point, including but not limited to CAISO imbalance costs, fees and penalties as well as scheduling fees associated with delivered energy volumes. For storage facility proposals, capacity pricing is acceptable.

Alternative pricing options may be proposed so long as the aforementioned single flat pricing requirement has been satisfied.

IX. **Point of Delivery:** Respondent shall be financially and operationally responsible for delivery of all electric energy to the generator’s applicable pricing node. MCE shall serve as its own
scheduling coordinator, or make arrangements for a third-party scheduling coordinator at MCE’s sole expense, scheduling all electric energy from the generator’s applicable production node.

X. **Minimum Development Progress:** To the extent that a proposed generating resource is not yet commercially operational, documentation substantiating achievement of the following development milestones must be provided by the respondent for each eligible generator at the time of offer submittal:

a. documentation demonstrating full site control via ownership, lease or an option to lease upon PPA execution. Any site lease shall reflect a term length no less than the delivery term of the PPA.

b. documentation substantiating that the proposed generating resource has (a) passed all Fast Track screens, (b) passed Supplemental Review, (c) completed a System Impact Study in the Independent Study process, or (d) completed a Phase 1 Study in the Cluster Study Process with the interconnecting utility.

XI. **Local Hire:** If a proposed Project is to be located within MCE’s Service area, Seller will ensure that fifty percent (50%) of the construction workhours from its workforce (including contractors and subcontractors) at the project site during the Construction Phase (e.g., the period from Full Notice to Proceed (NTP) through receipt of a Permission To Operate (PTO) letter from the interconnecting utility) are obtained from permanent residents who live within the same county in which the Eligible Resource will be located (the “Local Hire Requirement”). Seller’s construction of the Eligible Resource is also subject to any local hire requirements specific to the city or town where the proposed generating resource is located. As a condition precedent to commencement of the delivery term under the PPA, Seller must certify that it met the Local Hire Requirement and be able to demonstrate, upon request, compliance with this requirement via a certified payroll system and such other documentation reasonably requested by Buyer, including an audit. Failure to comply with this requirement may, in MCE’s sole discretion, result in termination of the PPA.

XII. **Prevailing Wage:** If a proposed Project is to be located within MCE’s Service area, to the extent not inconsistent with the requirements of subsection (XIII) below, Seller will ensure that all employees hired by Seller, and its contractors and subcontractors, that are performing work or providing services at the project site during the Construction Phase are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by Division 2, Part 7, Chapter 1 of the California Labor Code (“Prevailing Wage Requirement”). Nothing herein shall require Seller, its contractors and subcontractors to comply with, or assume liability created by other inapplicable provisions of the California Labor Code. As a condition precedent to commencement of the delivery term under the PPA, Seller must certify that it met the Prevailing Wage Requirement, and be able to demonstrate, upon request, compliance with this requirement via a certified payroll system and such other documentation reasonably requested by Buyer, including pursuant to an audit. Failure to comply with this requirement may, in MCE’s sole discretion, result in termination of the PPA.
Appendix A
Product Specifications: PCC1 Renewable Energy

XIII. **Union Labor:** A proposed generating resource to be located in Contra Costa County must agree to comply with the terms of that certain Letter Agreement between MCE and IBEW Local 302, dated June 20, 2017, and attached project labor agreement (collectively, the “PLA”). The PLA applies to “Covered Work” (as defined therein) for solar photovoltaic and associated energy storage projects for which MCE is the power supply off-taker. Applicants with proposed generating resources located outside Contra Costa County are required to comply with any local hire and/or union labor requirements specific to the city, town, or jurisdiction where the proposed generating resource is located. MCE encourages Applicants to enter into project labor agreements of similar scope and requirements with participating unions for workforce hired as described in the PLA referenced above. As a condition precedent to commencement of the delivery term under the PPA, Seller must certify that it complied with the foregoing union labor requirements and local hire requirements, and be able to demonstrate, upon request, compliance with this requirement via copies of executed PLAs or similar agreements, a certified payroll system and such other documentation reasonably requested by Buyer, including pursuant to an audit. Failure to comply with this requirement may, in MCE’s sole discretion, result in termination of the PPA.

XIV. **Description of Generating Resource:** At the time of offer submittal, the applicant must provide:
   a. a to-scale Site Map of the generating resource showing the arrangement of all major components of the facility with the name of the facility, nameplate capacity, longitude and latitude of the centroid of the generating resource clearly labeled, in addition to labeling major cross streets and clearly marking the outer boundary of the facility, all Assessor Parcel Numbers included in and adjacent to the facility, and any environmentally sensitive areas;
   b. a Single Line Diagram which includes to the generating resource’s point of interconnection on the electric distribution system; and
   c. expected generation output from the proposed Facility.

XV. **Pollinator-Friendly Solar + Storage Resources:** MCE requires all PV + Storage sites to disclose the types of vegetation that will be planted on the site. The new sites will be required to complete a pollinator scorecard.

XVI. **Energy Storage:** A proposed generating resource may include storage in compliance with the current version of the CEC Renewable Portfolio Standard Eligibility guidebook where the storage device is integrated into the generating resource.
   - Regarding renewable energy and storage projects, MCE has the following preferences:
     i. A minimum daily dispatch capacity of four (4) hours.
     ii. Buyer to serve as the Scheduling Coordinator and to maintain all dispatch rights for a Storage Product offer. Seller to act as Scheduling Coordinator in a Resource Adequacy only offer.
iii. Bids to include a “$/MWh” energy price for renewable energy delivered and a “$/kW-mo” capacity price for the storage capacity provided.

- Stand-alone storage
  i. 5 MW < Projects < 50 MW
  ii. MCE is open to various contract structures (e.g. full dispatch rights, RA-only, etc.)

XVII. **Scheduling:** MCE prefers to maintain Scheduling Coordinator responsibility and dispatch rights (except as noted above in Section XVI).