MCE, a California joint powers authority, seeks qualified suppliers of renewable energy to participate in MCE’s 2022 Open Season procurement process (“Open Season”). The purpose of MCE’s Open Season is to fulfill approximately 300 to 500 GWh annually of MCE’s future energy resource requirements.

MCE’s 2022 Open Season will focus on Portfolio Content Category 1 ("PCC1") Renewable Energy, specifically generated by wind and geothermal, as further described in Appendix A (Section V). MCE requires a minimum ten-year delivery term to ensure that any renewable energy purchased by MCE as a result of this Open Season will contribute to MCE’s achievement of requisite long-term contracting requirements, as specified under California’s Renewables Portfolio Standard ("RPS") Program.

Additionally, MCE is seeking offers for Firm Block Renewable Energy as further described in Appendix A (Section VI).

Offers pursuant to this Request for Offer ("RFO") must be received by MCE not later than 11:59 P.M. Pacific Prevailing Time on the Submission Deadline date in Section VI.

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 from S&P and 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, Pleasant Hill, Richmond, San Pablo, San Ramon and Walnut Creek and the County of Solano including the cities of Benicia, Fairfield and Vallejo.
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 2022 Open Season includes a request for the following products:

i. PCC1-eligible wind or geothermal projects that include Energy, Green Attributes/Renewable Energy Credits and Capacity Attributes. MCE will consider existing, re-powered or newly constructed projects.

ii. Firm Block of Hourly PCC1 or Carbon Free Energy. This block of energy can come from a single resource or a portfolio of resources. Must NOT include energy from HE9 through HE16 (Please use the separate "Firm Block Energy" offer form for this product).

General instructions for participating in MCE’s 2022 Open Season are further described below; product-specific requirements are outlined in Appendix A.

By participating in MCE’s 2022 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 2022 Open Season without further liability to any organization or individual. The 2022 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 V):

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:

i. Be submitted electronically (uploaded using the "Proposal Submission" link located on the website: http://mcecleanenergy.org/energy-procurement/ by 11:59 P.M. Pacific Prevailing Time on the due date as shown in Section VI;
ii. Include a completed 2022 Standard Open Season Offer Form or Firm Block Energy Offer Form, which are available on MCE’s website via the following link: http://mcecleanenergy.org/energy-procurement/. The Offer Forms have been prepared for certain requested products, and respondents should carefully review the Offer Forms and associated instructions to ensure submittal of conforming responses.

iii. 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 and/or required changes to the applicable Term Sheet(s) as Attachment I to the offer submittal. If modification of any provision of the Term Sheet is a requirement of an offer, or a condition of pricing, such modification must be identified in a redlined Term Sheet. MCE will favor offers with minimal proposed edits to the Term Sheet. 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 may be rejected as insufficiently complete to be evaluated, and if evaluated, such comments will not be considered part of the submitted offer. Final selection(s) will be contingent upon the execution of a Term Sheet by MCE and the respondent.

iv. A complete offer package must include the following Attachments:
   - Completed Standard Offer Form
   - Completed Firm Block Energy Offer Form (if applicable)
   - Attachment A – Financing Plan
   - Attachment B – Financial Statements
   - Attachment C – Organizational Chart
   - Attachment D – Interconnection Study or IA
   - Attachment E – Project Development Timeline
   - Attachment F – Permitting, Use and Zoning
   - Attachment G – Site Plan
   - Attachment H – Single Line Diagram
   - Attachment I – Requested changes via tracked changes edits, to MCE’s Term Sheet(s).

(Note: If the Firm Block Energy offer is coming from an existing project or a portfolio of existing projects, you do not need to submit Attachments A, D, E, F, G, H and I).

MCE encourages 2022 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. **Optional Elements**

In addition to the required contents outlined in Section III above, there are a number of project characteristics that are of particular interest to MCE. While these elements are not required, MCE has a strong preference for projects that include the following:

i. Projects with a point of interconnection (POI) capacity that is equal to or greater than the combined nameplate capacity of all generation systems.

ii. A Project Labor Agreement (PLA) for all new construction projects.

iii. Participation of contractors, subcontractors or businesses that are owned by Disabled Veterans.

iv. Participation of contractors, subcontractors or businesses that are located in or employ workers living in a Disadvantaged Community (DAC Zone) as identified by California Environmental Protection Agency’s (“CalEPA”) CalEnviroScreen Tool.

v. A plan that includes the participation of local residents in the construction of the project, as well as the ongoing operations and maintenance of the facility after completion. The plan should include permanent residents who live within the jurisdictional county and/or those who reside within a 50-mile radius of the installation.

vi. Projects that commit to sourcing a high percentage of materials and components from suppliers located within the jurisdictional county or within a 50-mile radius of the installation.

vii. Projects that commit to including components and materials manufactured and/or assembled in the United States.

viii. Projects that make a commitment to recycle system components and construction material at the end of their useful life.

ix. Projects that provide benefits to the local community including financial contributions, volunteer hours and in-kind contributions. Examples include, but are not limited to:

- **Support of educational programs:**
  - Classroom equipment.
  - Scholarships to college-bound students.
  - Support of climate and energy education.

- **Support of Environmental Justice Initiatives:**
  - Installation of solar panels and energy efficiency upgrades for low-income households or non-profit institutions.
  - Partnering with environmental justice nonprofits to address air pollution and other environmental burdens.
• Support of Workforce Development Initiatives:
  o Partnering with nonprofits that provide classroom or on-the-job training to local residents.
  o Offer apprenticeships or summer internships for local youth.

• Other:
  o Open space preservation.
  o Habitat restoration.
  o Food programs.

As part of bidders’ offer submission, bidders are encouraged to provide a detailed description of each proposed element. Please include a specific commitment for each item. As a condition precedent to commencement of the delivery term under the PPA, Seller must certify that it complied with the commitments and be able to demonstrate, upon request, compliance with these commitments. This information should be completed in a separate attachment and labeled Attachment K – Optional Elements.

V. 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:

i. Overall quality of response, inclusive of completeness, timeliness, and conformity;

ii. Price and relative value within MCE’s supply portfolio;

iii. Project development status, including but not limited to progress toward interconnection, deliverability, siting, zoning, permitting, and financing requirements;

iv. Qualifications, experience, financial stability, and structure of the prospective project team (including its ownership);

v. Project location and unique characteristics;

vi. Environmental impacts and related mitigation requirements;

vii. Optional Elements as detailed in Section IV;

viii. Acceptance of terms and conditions set forth in MCE’s standard term sheet; and

ix. Development milestone schedule, if applicable.
VI. Key Deadlines and Submission Requirements

MCE’s 2022 Open Season will be administered based on the following schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFO</td>
<td>4/15/2022</td>
</tr>
<tr>
<td>Vendor Q&amp;A Window</td>
<td>4/15/2022 – 5/6/2022</td>
</tr>
<tr>
<td>Submission Deadline</td>
<td>5/16/2022, 11:59 P.M. Pacific Prevailing Time</td>
</tr>
<tr>
<td>Short-list Notification</td>
<td>September 2022</td>
</tr>
<tr>
<td>Final Selection(s)</td>
<td>October 2022</td>
</tr>
<tr>
<td>Finalize Contract(s)</td>
<td>December 2022</td>
</tr>
</tbody>
</table>

i. 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 X, below, for additional information regarding questions submitted to MCE regarding the 2022 Open Season.

ii. Deadline for Responses. MCE responses to questions will be posted weekly.

iii. Submission Deadline. To be eligible for consideration, offers must be uploaded via the “Proposal Submission” link on MCE’s website no later than 11:59 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. In 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.
iv. 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).

v. 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.

vi. Contract Approval and Execution. MCE anticipates that the selection process will be completed by the end of October 2022 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.

VII. 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.

VIII. General Terms and Conditions

MCE’s Reserved Rights

MCE may, at its sole discretion, withdraw this RFO 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 RFO.

All data and information furnished by MCE or referred to in this RFO 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.

IX. 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 2022 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 of contracted capacity within seven (7) 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.
X. **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 2022 Open Season Question.” Please note, the deadline for submitting questions is indicated in Section VI 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 Contracts:
   i. MCE’s Standard Power Purchase Agreement.
   ii. Firm Block Hourly Energy Offers only: MCE will consider contracting pursuant to a confirmation under the EEI or WSPP agreements.

II. Resource Location: Facility must be physically interconnected to, or capable of delivering PCC1-eligible renewable energy to a California balancing authority.

III. Products:
   PCC1-eligible Renewable Energy, Green Attributes/Renewable Energy Credits and Capacity Attributes. Note: The facility shall have Full Capacity Deliverability Status by the Commercial Operation Date.
   i. Firm Block of Hourly PCC1 or carbon free energy.

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:
   i. Geothermal resource: The proposed generating resource must be no less than ten (10) megawatts (“MW”), alternating current (“AC”).
   ii. Wind resource: The proposed generating resource must be no less than thirty (30) megawatts (“MW”), alternating current (“AC”).

VI. Specifications for Firm block hourly PCC1 or carbon free energy:
   iii. Must NOT include energy from HE9 through HE16.
   iv. Can come from a single resource or a portfolio of resources.
   v. Volumes do not need to be the same across all hours and can vary by month or season.
   vi. Energy to be scheduled by seller via CAISO Day-Ahead IST, and delivered to either NP15 or SP15 Trading Hub.
   vii. Energy price should be fixed and flat with no escalators.
   viii. Credit: Proposed suppliers that do not already have an EEI Master Agreement in place with MCE will be subject to credit review. To the extent that suppliers are relying on credit support from a corporate affiliate or parent, or third party,
Appendix A
Product Specifications: PCC1 Renewable Energy

please identify this entity in your offer. Any non-standard credit terms must be specified in advance.

VII. **Term of Delivery:** Firm Block Hourly Energy Offers have a minimum two-year delivery term and all other Offers are required to have a minimum ten year delivery term and maximum of twenty years, commencing on the commercial operation date (or initial delivery date, if the facility is already in service).

VIII. **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, 2023 through January 1, 2027; please see the “Term, Price and Offer Type” section of the “3) Project Information” tab of the Open Season Offer Form.

IX. **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, 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.

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

X. **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.

XI. **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:

i. 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.

ii. 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 (d) completed a Phase 1 Study in the Cluster Study Process with the interconnecting utility or (e) a signed Generator Interconnection Agreement.
II. **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.

III. **Prevailing Wage:** To the extent not inconsistent with the requirements of subsection (XIV) 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.

IV. **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. If Seller’s Facility is located in MCE’s service territory, but outside Contra Costa County, Seller is required to enter into project labor agreements of similar scope and requirements with participating unions for workforce hired. Applicants with proposed generating resources located outside of MCE’s service territory 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
Appendix A
Product Specifications: PCC1 Renewable Energy

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.

XV. Description of Generating Resource: At the time of offer submittal, the applicant
must provide:

i. Brief description of the facility (technology type, generator manufacturer/nameplate, emissions factor, etc.).

ii. 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.

iii. A Single Line Diagram which includes to the generating resource’s point of
interconnection on the electric distribution system; and

iv. Expected generation output from the proposed Facility.

XVI. Responsible Procurement: MCE will not accept any proposals for generatingfacilities
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. Under each PPA, Seller must
certify that it will not utilize such equipment or resources in connection with the
construction, operation or maintenance of the applicable generating facility.

XVII. Scheduling: MCE prefers to maintain Scheduling Coordinator responsibility and
dispatch rights (except for Firm Block Energy and as noted above in Section X). For
projects located outside of California, scheduling coordinator responsibility will be
determined on a case by case basis.