

**Silicon Valley Clean Energy and Central Coast
Community Energy Joint
Request for Proposals
for
Scheduling Coordination Services**

RFP RELEASE DATE: February 15, 2021

RESPONSE DEADLINE: March 15, 2021 at 5:00 PM PPT

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1 General Information

1.1 Introduction & Purpose

Central Coast Community Energy (3CE) and Silicon Valley Clean Energy (SVCE) have jointly entered into and continue to enter into several purchase power agreements (PPAs) for renewable energy. Many of these agreements require shared dispatch and all require a degree of coordination. SVCE and 3CE are soliciting California Independent System Operator (CAISO) Scheduling Coordination (SC) and CAISO settlement service for all dispatchable resources currently within their portfolio and such as may be added during the term of this agreement. In addition, each entity desires an option for CAISO Load Scheduling service that may be executed within the timeframe of this agreement.

Information specific to SVCE can be found at <https://www.svcleanenergy.org/>. Information specific to 3CE can be found at <https://3cenergy.org/>.

3CE and SVCE hereby issue this Request for Proposals (“RFP”) for Scheduling Coordination and Settlement services consistent with the terms and provisions in this RFP with resource scheduling services beginning no later than 7/15/2021

RFP Documents This RFP document consists of a main body and three (4) Appendices. Among other things, the main body (i) offers general information pertaining to this RFP, (ii) describes the purpose and drivers of this RFP and provides high-level considerations for Proposers, (iii) includes a milestone schedule for this RFP, (iv) sets forth terms governing the preparation and submission of proposals and communications related to this RFP, and (v) provides a high-level overview of the process for evaluating and selecting offers submitted in response to this RFP. The three Appendices are as follows:

- Appendix A – Detailed Scope of Work
- Appendix B – Detailed Response Template
- Appendix C – Proposed Contract Form
- Appendix D – Reservation of Rights

Proposers are responsible for familiarizing themselves with and being fully aware of the terms of this RFP, including the terms of each Appendix.

1.2 RFP Website.

This RFP and related materials and information will be posted on RFP solicitations website, which will be administered by the Joint RFP Administrator. The website will be updated from time-to-time with additional information related to this RFP. Interested persons and Proposers are responsible for monitoring the websites to ensure the timely receipt of information about this RFP. The RFP and updates may be found at <https://www.svcleanenergy.org/solicitations/>.

1.3 RFP Administrator

The RFP Administrator is Silicon Valley Clean Energy (“SVCE”).

The RFP Administrator’s responsibilities include (i) acting as a liaison between the participants in this RFP and the 3CE on all RFP-related matters, (ii) ensuring that Proposer questions SVCE and/or 3CE receive are addressed in an appropriate manner, (iii) receiving, recording and maintaining Proposer submissions, (iv) and managing other administrative matters relating to this RFP.

As detailed in Section 3.3 below, all questions, requests, and other inquiries or communications from or on behalf of Proposers to SVCE and 3CE about this RFP must be directed in email to the RFP Administrator.

The contact information for the RFP Administrator is:

Michael Wardell, Power Supply Project Manager

Email: JointSCRFP2021@svcleanenergy.org

2 RFP Overview

2.1 RFP Purpose

Proposals submitted pursuant to this RFP will be evaluated for their ability to meet SVCE and 3CE’s service requirements for resource scheduling coordination and/or settlement of existing and future PPA acquisitions. The table below summarizes the existing resources under contract for SVCE and 3CE.

#	Tech	SC? ¹	Location	Online	Combined Capacity (MW)		Client A Share	Client B Share
					Plant	Batt		
1	Solar/Batt	Y	Kings Cnty	Dec-21	160.5	80.25	58%	42%
2	Solar/Batt	Y	Kern Cnty	Dec-21	128	40	55%	45%
3	Binary Geothermal	N	Mono Cnty	Dec-21	14	N/A	50%	50%
4	Geothermal	N	Inyo Cnty	Jan-22	110.5	N/A	40%	60%
5	Solar/Batt	Y	Kern Cnty	Jun-22	100	20	40%	60%
6	Solar/Batt	N	Clark Cnty, NV	Dec-22	125	65	40%	60%
7	Solar	Y	La Paz Cnty, AZ	Dec-22	200	N/A	25%	75%
8	Solar/Batt	Y	Kern Cnty	Jun-23	200	50	50%	50%
Total					1,038	255		

Table 1 – Current PPAs under contract for SVCE and 3CE (Note: All Contracts in CAISO footprint.)

¹ This column refers to whether SVCE and 3CE are to perform SC services for a given project. ‘Y’ means they are the SC, ‘N’ means they are not.

The successful Proposer for this contract will be the one that demonstrates the greatest capability to be the effective point of contact for day-ahead and real-time operations from pre-operations initiation through final settlements disaggregated between 3CE and SVCE at a competitive price through the term of this agreement. This includes optimizing operating conditions including but not limited to:

1. Effective management of hybrid or collocated Solar plus storage resources including effective energy storage management under both configurations.
2. Some PPA's go to a single CAISO resource ID. In those cases the interests of 3CE and SVCE must be aggregated into bids for the single resource ID. Commensurately, the CAISO settlement results must be disaggregated from the single resource ID to the two PPA owners.
3. Economic optimization of resources under constraints. (Ex. Solar plus storage used for Resource adequacy.)
4. Economic optimization of multiple variable resources, including wind, which will be part of the portfolio during the contract period, also including out of state resources scheduled in, potentially under some form of dynamic scheduling or virtual tie.
5. If implemented, the aggregation of load-based SC services with resource-based services for overall load-resource optimization.

It is the intent of this RFP to select a single provider to provide resource-based SC services for all SVCE and 3CE PPA resources with the option to provide load-based SC services within the term of this contract.

Note: Assume there may be a variety of future resources not currently contracted, such as wind resources and storage without solar resources.

2.2 High Level Service Description and Key Contract Terms

Counterparties: SVCE and 3CE

Term: From first receipt of service from agent through 12/31/2024

Pricing:

Initiation: Fixed not to exceed fee for resource set-up, vary by type and complexity

Ongoing: Staged fixed monthly fee in "buckets" based on number of resources in portfolio.

Optional: Monthly fixed fee for load SC services.

General Service Description

Resource Based Services

Initiation Services

- Provide new resource implementation services as appropriate including but not limited to telemetry, resource definition file, registration, and resource testing scheduling support.
- Provide client-side pre-implementation support including but not limited to modeling and testing resource performance, incorporating resource into deal capture system, 3CE and SVCE SCIDs tied to resources, determining objectives and constraints for optimizing resources, developing a bidding strategy, and developing metrics to test performance.

Ongoing Services

- Develop bid/scheduling strategy and implement/verify as appropriate for each PPA, including aggregation/disaggregation as appropriate. Include regular meetings for understanding/course correction.
- Perform broad based settlement services including disaggregation of PPA bills and providing information to verify bills
- Perform various support services data delivery and compliance support.

Load Based Services (optional, separate for each Client)

Initiation Services

- Administration (ex. Transfer ID), existing deal entry, develop and test load forecast model and develop and test load optimization.

Ongoing Services

- Scheduling cycle (forecast, bid, schedule) including tracking metrics. Regular operations meetings.
- Settlements including load and transaction check-out, including detailed data for verification and planning.
- Additional services such as data transfer/support and compliance support.

Load and Resource Optimization Services (optional, but depends on Load Based Services)

Implementation and Ongoing Services

- Develop criteria, modeling, and testing of models to optimize the combination of loads and resources.
- Regular review of results (metrics) and course correct as needed, including trade-offs in portfolio decisions.

The foregoing is intended as a high-level overview and is not an exhaustive description of the scope of work or contract terms. Please refer to Appendix A for a complete description of scope of work and Appendix C for a contract template with full business terms for this engagement. Some sections below will also outline business terms as well.

3 RFP Milestones and Offer Submission

3.1 Schedule

The RFP Schedule below sets out critical milestone events and deadlines for Proposers interested in participating in this RFP. Notice of any change to the RFP Schedule will be posted on the Joint RFP website.

Activity	Scheduled Date
Issuance of RFP	February 15, 2021
Proposers Webinar	February 23, 2021 11:00AM-12:00 PM (PPT)
Deadline to submit questions	March 1, 2021
Responses to questions published	March 8, 2021
Deadline to submit proposals	March 15, 2021 by 5:00 pm PPT
Review, evaluation and ranking of proposals	March 29, 2021
Proposal(s) shortlisting	March 29, 2021
Shortlist Interviews	March 31 – April 6, 2021
Proposer/Buyer Negotiations	April 7 – May 10, 2021
Final contract approval (Tentative)	May 12, 2021

3.2 Proposers' Webinar

There will be a webinar on **February 23, 2021 from 11:00 AM -12:00 PM (PPT)** to review the RFP and respond to questions from prospective Proposers. Details below.

Please click the link below to join the webinar:

<https://zoom.us/j/96803911994?>

pwd=MTNXQ3JIZGZCNC9hbGNEQ3NrUURIQT09

Passcode: 949437

Dial (for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799
or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 968 0391 1994

Passcode: 949437

International numbers available: <https://zoom.us/u/adJhswfOj9>

3.3 Submission and Posting of RFP Questions

Proposers and other interested Persons are encouraged to submit questions about this RFP, to the RFP Administrator (using the contact information provided above in RFP Administrator 1.3). All questions regarding this RFP must be submitted by email by **March 1, 2021**.

Subject to consideration of confidentiality concerns, the RFP Administrator intends to post all questions submitted by Proposers, as well as responses to those questions on the RFP solicitation web page located at <https://www.svcleanenergy.org/solicitations/>.

All questions will be posted anonymously, to shield the identity of Proposers who posed the questions. The RFP's objective in posting questions and answers is to afford Proposers equal access to information potentially relevant to their offers. Proposers are urged to submit RFP questions as early as possible, in consideration of the offer submission deadlines. Responses to questions will be posted by **March 8, 2021**.

3.4 Proposal Submission

The Proposal Submission Process requires each Proposer to submit a completed offer package, including detailed responses to the required scope of work in Appendix A according to the proposal response requirements in Appendix B. Under the current schedule, proposals must be submitted by 5 p.m. PPT on March 15, 2021

Proposers will each bear the risk of any failure to submit the complete proposal by the required deadline as required by this RFP. Proposals for which the Proposer does not submit all appendices, information, and material as required by this RFP may be considered non-conforming and eliminated from consideration. Responsive offers are those which are deemed conforming to all requirements listed in this RFP document.

All offers must be submitted in email form with the appropriate attached documents to the following email address: JointSCRFP2021@svcleanenergy.org

4 Offer Evaluation

4.1 Offer Requirements

The following is a list of requirements for Offers to be considered complete and eligible in this RFP process:

- 1) The Project must meet the requirements as provided in Section 2.2 of this RFP, as expanded upon in Appendices A through C.
- 2) The completed Offer Package must be received by the RFP Administrator by 5 p.m. PST on March 15, 2020.
- 3) All portions of the Offer Package must be received in the appropriate digital formats – pdf for narrative documents. Requested edits to Appendix C, as applicable, must be sent in Office Word format and include either tracked changes or similar redline indicating requested edits.
- 4) After receipt of offers, SVCE and/or 3CE may contact Proposers to request clarification about unclear portions of offers. Proposers will have 5 business days to respond or the offer may be removed from further consideration.
- 5) The Delivery Term for the proposed service will be through December 31, 2024.

4.2 Evaluation and Shortlisting Process

4.2.1 Phases of Offer Evaluation

After removal of non-compliant offers, the RFP evaluation process will consist of two phases:

Phase 1

All compliant offers will be scored and ranked consistent with the criteria outlined below to develop a short list of potential service providers.

Phase 2

The short list of service providers will be interviewed and/or requested additional information to determine a single service provider to provide SC services for 3CE and SVCE. At this point negotiations will commence to develop a contract for SC services, to be completed and approved by mid-May 2021. A template of this contract is provided as Appendix C.

Explanation of Scoring Categories

The scoring will be based on a combination of quantitative and qualitative criteria that will be used to select a subset of proposals to develop a shortlist of proposals. The criteria used for this evaluation includes but is not limited to the criteria outlined below.

- Qualification and experience of the entity, including capability and experience of key personnel and experience with other public and/or private agencies to provide the services outlined in this document.
- Specific experience is scheduling intermittent resources within the CAISO with emphasis on scheduling hybrid and/or co-located resources.
- Use of tools and/or systems to develop optimal bidding strategies and availability client dashboards and reports to monitor resource performance.
- Completeness of the proposed approach, including the clarity of understanding of the scope of services to be provided and the appropriateness of the proposed solution/services.
- History of successfully performing services for public and/or private agencies and other CCA's.
- Cost of services.
- Financial viability of proposer.
- References.

5 Miscellaneous RFP Matters

Without limiting the generality of Appendix D, SVCE and/or 3CE reserve the right to withdraw, suspend, cancel, or terminate this RFP, or to modify any term of this RFP, including, without limitation, any term concerning the RFP Schedule (including any date), at any time in its sole discretion. SVCE and/or 3CE will endeavor to notify all participants of any such withdrawal, suspension, cancellation, termination, or modification made prior to the Required Proposal Submission Time and to post notice of any such action.

Appendix A Scope of Work

Generation Services

One-Time Setup Services

1. Support for New Resource Integration (NRI) as appropriate including appropriate telemetry required by a Scheduling Coordinator.
2. Assist with ensuring that CAISO generation resource data template is consistent with operating characteristics and CAISO bidding/scheduling rules.
3. Incorporate operating and cost characteristics into an optimization model.
4. Test model performance with data using historical Day-Ahead and Real Time prices.
5. Incorporate resources into _____ (Provider's Energy Trading and Risk Management System) system and develop billing settlement disaggregation rules.
6. Establish new Scheduling Coordinator IDs as directed by SVCE and 3CE.

One-Time Develop Initial Bidding/Scheduling Strategy

1. Identify objective for optimizing resources,
2. Work with 3CE and SVCE to develop initial bidding/scheduling strategy,
3. Establish metrics against which to measure results.

Operations

1. Develop daily bid strategy that is adaptive to varying market and resource conditions.
 - a. Coordinate with counterparty if not Scheduling Coordinator.
2. Scheduling/Bidding in both Day-Ahead and Real-Time markets.
3. Real-time monitoring of performance.
4. Performing relevant communications such as outage notification as SC and outage coordination with PPA participants.
5. CAISO settlements and disaggregating amounts between SVCE and 3CE.
 - a. Include detailed settlement data for verification and planning.
6. Reporting metrics.
7. Support related compliance reporting to state agencies, including but not limited to Resource Adequacy, Renewable Portfolio Standard and greenhouse gas reporting, as appropriate.
8. Operational meetings with SVCE and 3CE to discuss performance and update bidding strategies. Starting daily and moving to weekly as Parties become comfortable with resource performance. Though option to be more frequent as current conditions warrant.

Data Delivery Services

1. Deliver detailed meter, scheduling, and settlement data by resource as appropriate by resource. Data will be delivered in an agreed-upon format to all Parties. Such format is not to change other than by CAISO data provision change unless otherwise negotiated.

SVCE and 3CE Responsibilities

1. Provide information for initiation of service for any given resource in a timely fashion.
2. Provide information for bidding and scheduling resources in a timely fashion.
3. Meet CAISO financial obligations, both making and receiving payment.
4. Pay for SC services in a timely fashion.
5. Provide "landing zone" for data services.

Load Services (Optional, Priced for each client.)

One Time Setup Services

- Do Support basic SC administration, ex. SCID transfer.
- Develop and test load forecasting system.
- Enter current trades into ETRM system, Become familiar with operational details of active trades.
- Define any strategies for load forecasting and load coverage.

Ongoing Services

- Perform full cycle of SC services (forecasting, bid, schedule, confirm) including maintaining any tracking metrics. Include import of contracts/resources from outside California.
- Perform settlements (including disputes) and check-outs for all Contracts, including detailed information to validate information and use for planning.
- Perform detailed data support and compliance support appropriate to load services.

Load/Resource Optimization Services (Included when load service added)

- Develop and test load/resource optimization model for daily operations.
- Develop criteria for optimizing load/resource portfolio, including import allocation rights, Transmission and CRR alternatives.
- Develop metrics to measure portfolio performance.
- Load resource optimization is the integration of load and resources into a single portfolio to optimize. The functions in the past two sections are included and optimized.
- Expand coordination meetings to include managing overall portfolio metrics and updating strategies for the overall portfolio.
- Expand compliance support to combined load/resource issues, such as resource adequacy as an example.
- Act on behalf of client as CRR agent as part of overall SC services.

Appendix B RFP Evaluation Criteria

Contents of Response

A complete proposal will include all the submission materials outlined below and answer the questions for each functional area of this proposal according to the scope of work laid out in Section 2.2 and Appendix A. Responses are required for the Resource SC section and are optional for the Load SC and Load-Resource Optimization sections.

Submission Materials

1) Cover Letter with following elements (max. 1 page):

- a) Reference to this RFP
- b) Legal business name, telephone number, and business status (corporation, LLC, etc.).
- c) Name of proposer's representative with respect to this RFP along with a telephone number and email address.
- d) Identification of relevant licenses and certifications
- e) Existence of and circumstances surrounding any claims and violations against you or your organization.
- f) A signature of an authorized individual

2) Qualifications and Experience

- a) Describe your organization's experiences related to the specific tasks you are bidding on, based on the scope of work and the questions below.
 - i) Please limit responses to resource SC questions to 10 no more than pages, and all other sections to no more five pages.
- b) Provide descriptions/resumes for key staff providing these services. Please limit to no more than two pages per person. This is in addition to responses to questions.

3) Pricing

- a) Resource SC service
 - i) An initiation one-time cost (per resource) as a not-to-exceed amount for all the preparation, both to prepare to bring a resource to commercial operations and to prepare to operate, optimize, schedule, and settle these resources on behalf of clients.
 - (1) Expect a different cost based on complexity of service and resource
 - ii) An ongoing operational cost (in \$/Month) of providing SC services from initiation of a resource plan, scheduling, coordination, communication, settlement, data transfer and reporting.
 - (1) This includes aggregation of bids and disaggregation of settlements as appropriate per each PPA arrangement.
 - (2) It is expected there is an economy of scale as more resources come on-line. Perhaps a fixed price for separate tranches of resources. One price for resources 1-6, another for 7-15, another for 16-30 resources.
- b) Load SC and Load/Resource Optimization (optional)

- i) An initiation one-time not to exceed cost for set-up to provide scheduling services, including load forecasting, load/resource optimization modeling, set-up for ETRM and settlement services, reporting, data transfer, etc.
 - ii) An ongoing operational cost in \$/Month to provide full Load SC and load/resource optimization function from initial resource strategy through settlement, reporting and data transfer.
- 4) Financial strength
 - a) Credit rating, including parent company if appropriate.
 - b) Financial statements
- 5) Certificates of Insurance for the following coverages
 - a) Commercial General Liability - \$1,000,000/occurrence; \$2,000,000/aggregate
 - b) Business Auto Liability - \$1,000,000 min.
 - c) Personal Auto Liability - \$500,000 min.
 - d) Worker's Compensation and Employers Liability - \$1,000,000/accident min.
- 6) References
 - a) Please provide contact information for at least two references that can speak to your experience providing the services described.
 - b) If you have provided similar services to a California CCA, please include a CCA reference.
- 7) Potential Conflict of Interests
 - a) Identify any known conflicts of interests
- 8) Supplemental Response (download link for spreadsheet at RFP download site)
 - a) Structured contact information
 - b) Pricing template
 - c) Table of experience, projects and customers.
- 9) Supplier Diversity Questionnaire (optional)
 - a) In accordance with state law, SVCE is required to annually submit a report to the CPUC regarding its procurement from women, minority, disabled veteran, and LGBT business enterprises in all categories. SVCE is requesting a [Supplier Diversity Survey](#) be completed by our suppliers and contractors in order to report our procurement activities pursuant to the CPUC's General Order 156.

We kindly ask that you complete [the survey](#). The survey should take no more than 10 minutes to complete and your participation is very much appreciated. SVCE does not give preferential treatment based on race, sex, ethnicity, or national origin; providing such information to SVCE will not impact the selection process or good standing of executed PPAs.

Questions for Proposal

As part of your response, please answer the following questions appropriate to the functions for which you are offering services. Feel free to expand on this section if you feel a key service is missing, or a key service in the scope of work is not being addressed.

General SC Questions

- 1) Please confirm that your entity is certified and listed on the CAISO Scheduling Coordinator List of SC Entities.
- 2) Please demonstrate your experience with the following:
 - a) Meet CAISO and WECC Requirements for 7X24 Operations in Week-ahead, Day-ahead pre-scheduling, hour-ahead and real-time services.
 - b) Use of appropriate tools and applications including but not limited to:
 - i) Scheduling Infrastructure Business Rules (SIBR)
 - ii) Automated Dispatch System (ADS)
 - iii) Customer Market Results Interface (CRMI)
 - iv) Customer Interface for Resource Adequacy (CIRA)
 - v) Outage Management System (OMS)
- 3) Describe any tools your organization uses for storing and sharing scheduling and settlement information with your clients
 - a) There is an interest in receiving detailed information on resource and contract schedules and results. How would you propose is the best way to provide that information?
- 4) Please describe plans for offsite operations in event of an emergency requiring evacuation of your main scheduling and trading site.
- 5) Please describe your experience as both a Resource Scheduling Coordinator and a Load Scheduling Coordinator.
 - a) What are the advantages and disadvantages of being both a load and resource scheduling coordinator?
- 6) Please describe any additional information that would be helpful in evaluating your proposal.

Resource SC Questions

- 1) How many years of experience does your organization have scheduling renewable projects in California?
- 2) Please describe the breadth and range of projects your organization has scheduled with particular interest in Variable Energy Resources (VERs) and Energy Storage, separately and together.
- 3) The next questions involve asset management, with emphasis on VERs.
 - a. How do you report on profit and losses, metered volumes, forecasts, schedules, curtailment, outages, weather, and other important metrics?
 - b. What are the methods you recommend to optimize the value of a VER resource?
 - c. How do you manage extreme pricing periods with resource optimization, both low and high prices with VER output.
 - d. How do you currently schedule VERs into the CAISO? Why do you schedule them that way? Or, why would you change strategy for scheduling?
- 4) The next questions involve Solar plus Storage resources in particular.
 - a. Describe the experience your organization has scheduling and dispatching solar plus storage units. What sizes and technologies? What markets (geographic and market types, such as RA, and regulation) are you participating in?

- b. Please describe your organizations experience co-optimizing energy and ancillary service value.
 - i. What about with the additional constraint of resource adequacy value?
 - c. Describe you understanding of the current CAISO and CPUC rules regarding resource adequacy?
 - d. What are the advantages and disadvantages of co-location vs. hybrid operations?
 - e. How do you forecast solar output, measure performance, and improve the forecast over time? (Or do you just us the CAISO forecast and why?)
- 5) The next questions involve Wind Energy
- a. What is your experience in wind energy? What sizes, technologies, and locations of projects have you managed?
 - b. How would you compare and contrast the strengths and challenges of managing a wind resource vs. a solar resource?
 - c. How do you forecast wind output, measure forecast performance, and improve on the forecast over time?
- 6) The final questions involve scheduling and settlement aggregation and disaggregation?
- a. Do you have experience aggregating multiple PPA's to a single generation ID? Please describe this experience.
 - b. What method do you recommend for efficiently aggregating scheduling instructions (where possible) and disaggregating the results for schedule tracking and settlement purposes?
- 7) Please describe any additional information that would be helpful in evaluating your proposal.

Load SC Questions

- 1) Please describe your organization's years of experience scheduling load in the CAISO
- 2) What methods would you recommend to effectively manage load in the CAISO
- 3) What methods and metrics do you recommend for load forecasting?
- 4) Pleased recommend how you manage settlement for load (and transactions) for the CAISO? How are check-outs managed and reported and how are clients able to acquire data for their own purposes?
- 5) How do you recommend managing Ancillary Services for load?
- 6) How do you recommend managing Congestion Revenue Rights (CRRs) for load?
- 7) Please describe any additional information that would be helpful in evaluating your proposal.

Load/Resource Combined Resource Questions

- 1) Please describe your organization's approach and considerations when optimizing the combined load and resource portfolio?
 - a. What metrics do you recommend for measuring combined portfolio performance?
- 2) If possible, could you please provide an example of a combined portfolio optimization you have performed, and how you reported the plan and the metrics of the result.

3) Please describe any additional information that would be helpful in evaluating your proposal.

Appendix C Sample Contract

Agreement for Scheduling Coordination Services (Template)

This **Agreement** is made by and between the Central Coast Community Energy ("3CE"), a California Joint Powers Authority, Silicon Valley Clean Energy ("SVCE"), a California Joint Powers Authority and Provider Inc (hereinafter "Provider"), a [Type of Business] with its principal place of business located at _____. SVCE and 3CE and Provider may be individually referred to herein as "Party" or collectively as "Parties."

In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. GENERAL DESCRIPTION

1.1. SVCE and 3CE hereby engage Provider to perform, and Provider hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as: Scheduling Coordination, Settlement, and optional data services for joint purchased power agreements

2. PAYMENT PROVISIONS

2.1. 3CE and SVCE shall pay Provider in accordance with the payment provisions set forth in **Exhibit B**, subject to the limitations set forth in this Agreement. The total amount payable by SVCE and 3CE to Provider under this Agreement shall not exceed the sum of \$_____.

3. TERM OF AGREEMENT

3.1. The term of this Agreement is from the date services are first delivered, noticed in writing to SVCE and 3CE, until December 31, 2024. Thereafter, unless any party provides written notice to the other parties objecting to the extension of term no later than sixty (60) days before the end of the current term the term of this Agreement shall extend for an additional year ending on December 31 of the following year. This Agreement is of no force or effect until signed by Provider, SVCE and 3CE, with Provider's execution to be first in time. Provider may not commence work under this Agreement before 3CE and SVCE sign this Agreement.

3.2. SVCE and 3CE reserves the right to cancel this Agreement, or any extension of this Agreement, without cause with thirty (90) days written notice, or with cause immediately.

4. Other Contract Terms and Conditions

- 4.1. Confidentiality – Parties agree to keep confidential for one (1) year after termination of this Agreement and shall not reproduce or disclose any confidential information except as required by law.
- 4.2. Conditions of Default –
 - 4.2.1. Agreement may be terminated on ten (10) days prior written notice after a 15-day noticed cure period.
 - 4.2.2. Agreement may be terminated based on a material breach of contract which includes but is not limited to failure to pay (CAISO or Scheduling Coordination service), failure to schedule, failure to settle, failure to provide data in agreed upon form.
 - 4.2.3. Agreement may be terminated by SVCE or 3CE when
 - 4.2.3.1. Provider has materially breached this agreement and such material breach was not due to an event of Force Majeure; or
 - 4.2.3.2. Provider has failed to timely pay 3CE or SVCE pursuant to this agreement.
 - 4.2.4. Agreement may be terminated by Provider (after cure period) when
 - 4.2.4.1. It is determined either SVCE or 3CE has materially breached this agreement, and such material breach is not due to force Majeure, and has not been cured within fifteen (15) days after notice; or
 - 4.2.4.2. Either SVCE or 3CE has failed to timely pay Provider.
- 4.3. Other Termination Terms
 - 4.3.1. In the event that any Party elects to terminate this Agreement, the terms and conditions of this Agreement shall remain in effect to the extent necessary and for the period of time required for the Parties to fulfill all outstanding obligations, including payment in full of amounts due for performance prior to termination and transfer of information from Provider to SVCE and 3CE.

5. **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS**

- 5.1. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- 5.1.1. **Exhibit A: Scope of Services**

- 5.1.2. **Exhibit B: Payment Terms**

6. PERFORMANCE STANDARDS

- 6.1. Provider warrants that Provider and Provider's agents, employees and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of 3CE or SVCE or immediate family of an employee of 3CE or SVCE.
- 6.2. Provider and Provider's agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 6.3. Provider shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Provider shall not use SVCE and/or 3CE premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. PAYMENT CONDITIONS

- 7.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. 3CE or SVCE do not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 7.2. Negotiations for rate changes shall be commenced, by Provider, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by SVCE and 3CE and the Provider.
- 7.3. Invoices shall be submitted monthly on a form acceptable to SVCE and 3CE and provide sufficient detail, as determined by SVCE and 3CE, of services rendered for the invoiced period.
- 7.4. SVCE and 3CE shall certify the invoice for payment in either the amount requested, or in such other amount as SVCE and 3CE determines is due in conformity with this Agreement. Invoices shall be certified and payed according to the provisions of section 5.1.2.

8. TERMINATION

- 8.1. During the term of this Agreement, SVCE and 3CE may terminate the Agreement for any reason by giving written notice of termination to the Provider at least ninety (90) days prior to the effective date of termination. Such notice shall set forth the effective date of

termination. In the event of such termination, the amount payable under this Agreement shall be reduced to cover services provided prior to the date of termination.

8.2. SVCE and 3CE may cancel and terminate this Agreement for good cause as described in section 4.2 of this agreement. If SVCE and 3CE terminates this Agreement for good cause, SVCE and 3CE may be relieved of the payment of any consideration to Provider, and SVCE and 3CE may proceed with the work in any manner, which SVCE and 3CE deems proper. The cost to SVCE and 3CE shall be deducted from any sum due the Provider under this Agreement.

9. INDEMNIFICATION

9.1. Provider shall indemnify, defend, and hold harmless SVCE and 3CE, its Directors, Board members, officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Provider and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by SVCE and 3CE. It is the intent of the parties to this Agreement to provide the broadest possible coverage for SVCE and 3CE. Provider shall reimburse SVCE and 3CE for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Provider is obligated to indemnify, defend and hold harmless SVCE and 3CE under this Agreement.

9.2.

9.2.1. The Provider's selection of counsel to satisfy Provider's defense and hold harmless obligation as set forth in section 9.1 above, shall be subject to review and approval by SVCE and 3CE.

9.2.2. Notwithstanding any other provision of this Agreement, SVCE and 3CE shall be entitled to participate fully in the defense of any claim or action.

10. INSURANCE REQUIREMENTS

10.1. Prior to commencement of this Agreement, the Provider shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Provider upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to SVCE and 3CE. The Provider shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and SVCE and 3CE has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Provider.

10.2. All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII,

according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by SVCE and 3CE's General Counsel.

10.3. Without limiting Provider's duty to defend and indemnify, Provider shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

10.3.1.1. **Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, and cross-liability with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

10.3.1.2. **Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

10.3.1.3. **Workers' Compensation Insurance**, if Provider employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

10.3.1.4. **Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Provider shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

10.4. All insurance required by this Agreement shall be with a company acceptable to SVCE and 3CE and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall

continue in effect for a period of three years following the date Provider completes its performance of services under this Agreement.

- 10.5. Each liability policy shall provide that SVCE and 3CE shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Provider and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 10.6. Commercial general liability and automobile liability policies shall **provide an endorsement naming SVCE and 3CE, its Directors, Board members, officers, agents, and employees as Additional Insureds** with respect to liability arising out of the Provider's work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by SVCE and 3CE and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the Provider's insurance.
- 10.7. Prior to the execution of this Agreement by SVCE and 3CE, Provider shall file certificates of insurance with SVCE and 3CE showing that the Provider has in effect the insurance required by this Agreement. The Provider shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

11. RECORD AND CONFIDENTIALITY

- 11.1. Provider and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. Provider shall not disclose any confidential records or other confidential information received from SVCE and 3CE or prepared in connection with the performance of this Agreement, unless SVCE and 3CE specifically permits Provider to disclose such records or information. Provider shall promptly transmit to SVCE and 3CE any and all requests for disclosure of any such confidential records or information. Provider shall not use any confidential information gained by Provider in the performance of this Agreement except for the sole purpose of carrying out Provider's obligations under this Agreement.
- 11.2. Upon expiration or termination of this Agreement, Provider shall return to SVCE and 3CE any SVCE and 3CE records which Provider used or received from SVCE and 3CE to perform services under this Agreement.

- 11.3. Provider shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and local rules and regulations related to services performed under this Agreement. Provider shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then Provider shall retain said records until such action is resolved.
- 11.4. SVCE and 3CE shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Provider and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of SVCE and 3CE or as part of any audit of SVCE and 3CE, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 11.5. SVCE and 3CE shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. Provider shall not publish any such material without the prior written approval of SVCE and 3CE.

12. NON-DISCRIMINATION

- 12.1. During the performance of this Agreement, Provider, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Provider's employment practices or in the furnishing of services to recipients. Provider shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Provider and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS

- 13.1. If this Agreement has been or will be funded with monies received by SVCE and 3CE pursuant to a contract with the state or federal government in which SVCE and 3CE is the grantee, Provider will comply with all the provisions of said contract, to the extent applicable to Provider as a subgrantee under said contract and said provisions shall be

deemed a part of this Agreement, as though fully set forth herein. Upon request, SVCE and 3CE will deliver a copy of said contract to Provider, at no cost to Provider.

14. INDEPENDENT CONTRACTOR

14.1. In the performance of work, duties, and obligations under this Agreement, Provider is at all times acting and performing as an independent contractor and not as an employee of SVCE and 3CE. No offer or obligation of permanent employment with SVCE and 3CE and Provider shall not become entitled by virtue of this Agreement to receive from SVCE and 3CE any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Provider shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Provider's performance of this Agreement. In connection therewith, Provider shall defend, indemnify, and hold SVCE and 3CE harmless from any and all liability which SVCE and 3CE may incur because of Provider's failure to pay such taxes.

15. NOTICES

15.1. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to SVCE and 3CE and Provider’s contract administrators at the addresses listed below:

Central Coast Community Energy
Attn: Chief Financial & Technology Officer
70 Garden Court, Suite 300
Monterey, Ca 93940

Silicon Valley Clean Energy Authority
Attn: Girish Balachandran, CEO
333 W. El Camino Real, Suite ___
Sunnyvale, California 94087

Provider,

16. MISCELLANEOUS PROVISIONS

16.1. Conflict of Interest. Provider represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by SVCE and 3CE and Provider.

16.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by SVCE and 3CE and the Provider. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.4. Contractor. The term “Provider” as used in this Agreement includes Provider’s officers, agents, and employees acting on Provider’s behalf in the performance of this Agreement.

16.5. Disputes. Provider shall continue to perform under this Agreement during any dispute.

- 16.6. Assignment and Subcontracting. The Provider shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of SVCE and 3CE. None of the services covered by this Agreement shall be subcontracted without the prior written approval of SVCE and 3CE. Notwithstanding any such subcontract, Provider shall continue to be liable for the performance of all requirements of this Agreement.
- 16.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of SVCE and 3CE and Provider under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 16.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.12. Non-exclusive Agreement. This Agreement is non-exclusive and both SVCE and 3CE and Provider expressly reserve the right to contract with other entities for the same or similar services.
- 16.13. Construction of Agreement. SVCE and 3CE and Provider agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.15. Authority. Any individual executing this Agreement on behalf of SVCE and 3CE or the Provider represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

- 16.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between SVCE and 3CE and the Provider with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between SVCE and 3CE and the Provider as of the effective date of this Agreement, which is the date that SVCE and 3CE signs the Agreement.
- 16.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Signature Page follows

SILICON VALLEY CLEAN ENERGY

By: _____

Name: Girish Balachandran, CEO

Date: _____

CENTRAL COAST COMMUNITY ENERGY

By: _____

Name: Tom Habashi, CEO

Date: _____

PROVIDER

By: _____

Name: _____

Date: _____

Exhibits

Exhibit A – Scope of Work

Generation Services

One-Time Setup Services

7. Support for New Resource Integration (NRI) as appropriate including appropriate telemetry required by a Scheduling Coordinator.
8. Assist with ensuring that CAISO generation resource data template is consistent with operating characteristics and CAISO bidding/scheduling rules.
9. Incorporate operating and cost characteristics into an optimization model.
10. Test model performance with data using historical Day-Ahead and Real Time prices.
11. Incorporate resources into _____ (Provider Energy Trading and Risk Management System) system and develop billing settlement disaggregation rules.
12. Establish new Scheduling Coordinator IDs as directed by SVCE and 3CE.

One-Time Develop Initial Bidding/Scheduling Strategy

4. Identify objective for optimizing resources,
5. Work with 3CE and SVCE to develop initial bidding/scheduling strategy,
6. Establish metrics against which to measure results.

Operations

9. Develop daily bid strategy that is adaptive to varying market and resource conditions.
 - a. Coordinate with counterparty if not Scheduling Coordinator.
10. Scheduling/Bidding in both Day-Ahead and Real-Time markets.
11. Real-time monitoring of performance.
12. Performing relevant communications such as outage notification as SC and outage coordination with PPA participants.
13. CAISO settlements and disaggregating amounts between SVCE and 3CE.
 - a. Include detailed settlement data for verification and planning.
14. Reporting metrics.
15. Support related compliance reporting, including but not limited to RA, RPS and GHG reporting, as appropriate.
16. Operational meetings with SVCE and 3CE to discuss performance and update bidding strategies. Starting daily and moving to weekly as Parties become comfortable with resource performance. Though option to be more frequent as current conditions warrant.

Data Delivery Services

2. Deliver detailed meter, scheduling, and settlement data by resource as appropriate by resource. Data will be delivered in an agreed-upon format to all Parties. Such format is not to change other than by CAISO data provision change unless otherwise negotiated.

SVCE and 3CE Responsibilities

6. Provide information for initiation of service for any given recourse in a timely fashion.
7. Provide information for bidding and scheduling resources in a timely fashion.
8. Meet CAISO financial obligations, both making and receiving payment.
9. Pay for SC services in a timely fashion.
10. Provide "landing zone" for data services.

Load Services (Optional, Priced for each client.)

One Time Setup Services

- Do Support basic SC administration, ex. SCID transfer.
- Develop and test load forecasting system.
- Enter current trades into ETRM system, Become familiar with operational details of active trades.
- Define any strategies for load forecasting and load coverage.

Ongoing Services

- Perform full cycle of SC services (forecasting, bid, schedule, confirm) including maintaining any tracking metrics. Include import of contracts/resources from outside California.
- Perform settlements (including disputes) and check-outs for all Contracts, including detailed information to validate information and use for planning.
- Perform detailed data support and compliance support appropriate to load services.

Load/Resource Optimization Services (Included when load service added)

- Develop and test load/resource optimization model for daily operations.
- Develop criteria for optimizing load/resource portfolio, including Transmission and CRR alternatives.
- Develop metrics to measure portfolio performance.
- Load resource optimization is the integration of load and resources into a single portfolio to optimize. The functions in the past two sections are included and optimized.
- Expand coordination meetings to include managing overall portfolio metrics and updating strategies for the overall portfolio.
- Expand compliance support to combined load/resource issues, such as resource adequacy as an example.
- Act on behalf of client as CRR agent as part of overall SC services.

Exhibit B – Payment Terms

Timing

1. CAISO – Net 2 business days after invoice
2. Provider – Net 10 business days after invoice

Payment Terms

Generation Service. (Shared Service)

Startup Costs

1. Solar plus Storage as SC - \$_____/resource
2. Solar plus Storage, not SC - \$_____/resource
3. Wind Unit as SC - \$_____/resource
4. Wind Unit w/storage \$_____/resource
5. Storage only \$_____/resource
6. All Other Units – \$_____/resource

Operation and Data Cost

1. 1-6 Units - \$_____/Month (for total service)
2. 7-15 Units \$_____/Month (for total service)
3. 16-25 Units \$_____/Month (for total service)

Payment Split for SC Services

1. SVCE – 50%
2. 3CE – 50%

Payment Split for CAISO Services

1. Schedule Based Changes – 50% SVCE, 50% 3CE
2. Energy and Capacity Based Charges – Share of Schedule

Load Services, Including Load/Resource optimization (Cost per customer)

Start up Cost - \$_____

Ongoing Cost - \$_____/month

Appendix D Reservation of Rights

1. Reservation of Rights

Notwithstanding anything to the contrary, SVCE and/or 3CE may, and expressly reserve the right to, at any time and from time to time, without prior notice and without assigning or providing any reason therefore:

- cancel, suspend, withdraw, or terminate this RFP (including, without limitation, after the selection under this RFP of a proposal) or cancel or suspend its participation in this RFP;

- modify this RFP, including, without limitation, any Appendix to this RFP, or any of the dates, times or places set forth in the RFP or related to the RFP process;
- accept, refuse to accept, consider, not consider, favor, disfavor, recommend, not recommend, pursue or reject any offer, in its sole and absolute discretion, for any reason;
- without limitation of the generality of any of the other terms herein, reject or eliminate any offer submitted in response to this RFP that is incomplete, is nonconforming, or contains irregularities (or waive any irregularity in any offer), or that it determines was made with the intent to create artificial prices, terms, or conditions or would have that effect;
- carry out negotiations with any, some or all Proposers or other Persons related to this RFP, and suspend or terminate negotiations with any Proposer or other Person at any time, including, without limitation, as a result of any change in the needs of SVCE and/or 3CE giving rise to this RFP;
- discuss the terms of any offer or any other material submitted by Proposer with, and obtain clarification or additional information concerning such offer or such other material from, Proposer or its directors, officers, employees, agents, representatives, and advisors;
- request from Proposer information not detailed in or required by this RFP but that may be necessary or relevant to the evaluation of Proposer's offer(s) and utilize such information as SVCE and/or 3CE deems appropriate in connection with such evaluation of this RFP;
- receive, consider, pursue, or transact on (i) opportunities to acquire other assets or resources offered or that become available outside of the RFP process as such opportunities arise or (ii) offers offered in response to this RFP that are nonconforming or eliminated from consideration in this RFP;
- invite further offers in or outside of this RFP or supplemental submissions of offers;
- allow for other load serving entities and/or agencies not part of SVCE and/or 3CE to receive information submitted as part of this RFP;
- determine which Proposers or entities to allow, or continue to allow, to participate in the RFP process;
- sign or not sign an agreement with Proposers or other Persons relating to the services solicited by this RFP;
- subject to the terms of any applicable confidentiality agreement entered into between SVCE and/or 3CE and Proposer, retain, archive, or destroy any information or material provided to or for the benefit of SVCE and/or 3CE in the Proposal Submission Process; and

- take any and all other actions it deems necessary or appropriate, in its sole and absolute discretion, in connection with this RFP and the RFP process.

Each of the foregoing rights (including any right listed in a series of rights) may be exercised individually by SVCE and/or 3CE or any director, officer, employee, or authorized agent or representative of SVCE and/or 3CE or its of their respective parent. The reservation of rights contained herein is in addition to all other rights reserved or granted to SVCE and/or 3CE or any of its Affiliates elsewhere in this RFP or otherwise held by or available to SVCE and/or 3CE or any of its Affiliates.

2. No Warranties or Liabilities

BY PARTICIPATING IN THE RFP PROCESS, EACH PROPOSER AGREES THAT, EXCEPT TO THE EXTENT CONTAINED IN AN ENERGY STORAGE SERVICES AGREEMENT WITH PROPOSER:

- (A) ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF SVCE AND/OR 3CE OR ANY OTHER AFFILIATE OF SVCE AND/OR 3CE IN CONNECTION WITH THIS RFP IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND
- (B) SVCE AND/OR 3CE, THEIR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ADVISORS SHALL HAVE NO LIABILITY TO ANY PROPOSER, ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, LENDERS, OR INVESTORS RELATING TO OR ARISING FROM THE USE OF OR RELIANCE UPON ANY SUCH INFORMATION, ANY ERROR OR OMISSION THEREIN, OR OTHERWISE IN CONNECTION WITH THIS RFP.

3. Acceptance of Proposals

Without prejudice to SVCE and/or 3CE's rights under law or in equity, no proposal submitted by any Proposer shall be deemed accepted by, or otherwise binding upon, SVCE and/or 3CE or any of its Affiliates and SVCE and/or 3CE, its Affiliates and their respective directors, officers, members, employees, agents and representatives shall have no obligation or liability of any kind with respect to any such proposal or otherwise in connection with this RFP, unless and until an agreement has been mutually executed and delivered by SVCE and/or 3CE and Seller, and then such obligation or liability shall exist only if and to the extent expressly set forth or provided for therein or in another signed, binding written agreement entered into by SVCE and/or 3CE and Seller. Notwithstanding anything to the contrary in this RFP, all offers delivered to SVCE and/or 3CE shall become the sole and exclusive property of SVCE and/or 3CE upon receipt, and SVCE and/or 3CE shall have all rights and privileges of ownership of such property, subject to any provision of this RFP relating to confidentiality and any applicable confidentiality or

other signed, binding written agreement between SVCE and/or 3CE and Proposer or Seller executed in connection with this RFP process.

4. Proposer Costs and Expenses

Each Proposer is solely responsible for all costs and expenses it incurs in connection with this RFP. Through its participation in this RFP, each Proposer agrees that under no circumstance, including, without limitation, SVCE and/or 3CE's withdrawal from or suspension, cancellation, or termination of the RFP process, any of its Affiliates or any of their respective directors, officers, members, partners, employees, agents, representatives or advisors have any responsibility or liability of any kind to Proposer, its Affiliates or any of their respective directors, officers, members, partners, trustees, employees, agents, representatives, advisors or lenders for any cost or expense directly or indirectly incurred by Proposer (no matter how incurred) in connection with the RFP process. Nothing in this Section 4 shall be construed to limit the generality of Section 2 above.

5. Proposer Disclosure of RFP Information

No Proposer may, without the prior consent of SVCE and/or 3CE, disclose to any other Person (except SVCE and/or 3CE staff) its participation in the RFP process (other than by attendance at any meeting to which more than one participant is invited by SVCE and/or 3CE, which attendance in and of itself will not violate this provision of this RFP). Further, no Proposer may disclose, collaborate on or discuss with any other Person (except SVCE and/or 3CE staff) bidding strategies or the substance of offers, including, without limitation, the price or any other terms or conditions of any contemplated, indicative or final offer. Any such disclosure, collaboration or discussion would violate this RFP and the Proposal Submission Agreement and may result in the rejection of Proposer's offer or elimination of Proposer from further participation in this RFP.

6. Public Records

All documents submitted in response to this Request will become the property of SVCE and/or 3CE 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. SVCE and/or 3CE are 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. SVCE and/or 3CE will consider a respondent's request for an exemption from disclosure; however, if SVCE and/or 3CE receive a request for documents under the California Public Records Act, SVCE and/or 3CE 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.

7. Proposer Acceptance of this Appendix D

By participating in the RFP process, each Proposer agrees that it will be deemed to have accepted all the rights and terms included in this Appendix D and to have agreed that its participation in the RFP is subject to such rights and terms. SVCE and/or 3CE are conducting this RFP and participating in the RFP process in reliance upon the foregoing agreement.