



July 11, 2025 Addendum #1 to 2025 DAC-GT Request for Offers

Launch: May 21, 2025
Close: August 1, 2025

RFO Protocol

1. Introduction

On June 21, 2018, the California Public Utilities Commission (CPUC) approved [\("D."\)18-06-027](#) *Alternate Decision Adopting Alternatives to Promote Solar Distributed Generation in Disadvantaged Communities* adopting three new programs to promote the installation of renewable generation among residential customers in disadvantaged communities ("DAC")¹, as directed by the California Legislature in Assembly Bill ("AB") 327(Perea), Stats. 2013, ch 611. Pursuant to D.18-06-027, Community Choice Aggregators ("CCAs") may develop and implement their own DAC-GT and CS-GT programs.

Per [Resolution E-4999](#), Clean Power Alliance of Southern California ("CPA") was allocated 12.19 MW for its DAC Green Tariff ("DAC-GT") program and 3.37 MW for its Community Solar Green Tariff ("CS-GT") program.

In June 2024, the CPUC issued Decision ("D.") 24-05-065 modifying green access programs, including increasing the DAC-GT program capacity and discontinuing future solicitations for the CS-GT program. CPA's total allocation under DAC-GT was increased from 12.19 MW to 18.285 MW. In response, CPA is soliciting competitive proposals for new, in-front-of-the-meter renewable energy resources located in, or no more than five miles from, eligible DAC census tracts to fulfill its available DAC-GT program capacity of 11.015 MW. The requirements for these renewable energy resources are listed below in Section 2b.

General instructions for participating in CPA's RFO and product-specific requirements are described in the text of this document ("RFO Protocol").

¹ DACs are defined under D.18-06-027, Resolution E-4999, and Resolution E-5212. Please see Section 2c below for an explanation of which census tracts qualify as a DAC.

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2. Background

a) Description of CPA

CPA is the number one green power provider in the United States. Established in 2017, CPA is a Joint Powers Authority comprised of 35 local agencies across Los Angeles and Ventura Counties. CPA is the fourth largest electricity provider in California and serves more than three million residents and businesses in the region. CPA was established to provide communities cost competitive electricity and a choice of clean energy options, reduce greenhouse gas emissions, stimulate renewable energy development and the growth of green jobs, implement distributed energy resources, and offer energy efficiency and demand reduction customer programs. CPA will expand to serve 38 communities in the fall of 2025. CPA has an investment grade credit rating of A- from S&P Global Rankings.

b) RFO Overview and Project Eligibility

This is CPA's fourth RFO to procure program capacity allocated under the DAC-GT program. Any Power Purchase Agreement (PPA) which results from this RFO will be subject to CPA Board of Directors and CPUC approval. For those projects which receive CPA Board of Directors approval and an executed PPA, CPA will submit the executed PPA to the CPUC for approval within 180 days of proposer's receipt of shortlist notification.

Below is a description of eligibility requirements for projects offered in this RFO.

DAC-GT Project Eligibility

- The Project must be physically located in and connected electrically to a circuit, load, or substation within Southern California Edison's (SCE's) service territory and located no more than five miles from an eligible DAC, as further defined in Section 2c.
- The Project must be a new solar, wind, hydroelectric, or biomass/biogas Renewable Portfolio Standard ("RPS")-eligible, in-front-of-the-meter generating facility with a nameplate rated generating capacity between 500 kW and 11 MW_{AC}, inclusive. Behind-the-meter projects, non-renewable technologies, and other complimentary technologies are not eligible.
- The Project must have an online date no later than December 31, 2028.
- The Project must have completed a Phase I Interconnection Study or equivalent or received a positive determination of [Fast Track eligibility](#).
- The Project must qualify as a DAC-GT Project pursuant to [D.18-06-027](#), [D.18-10-007](#), [Resolution E-4999](#), and [D.24-05-065](#).

c) Disadvantaged Communities

The CPUC has defined an eligible DAC as census tracts that either: (1) score at or above the 75th percentile (i.e., scoring in the top 25 percent statewide) in the California Environmental Protection Agency's ("CalEPA") CalEnviroScreen 3.0 and/or CalEnviroScreen 4.0 (collectively, "CalEnviroScreen") on a statewide basis, (2) are one of the census tracts that score in the highest five percent of CalEnviroScreen's pollution burden, but that do not have an overall score because of unreliable

socioeconomic or health data, or (3) are located in California Indian Country as defined in 18 United States Code Section 1151, with the exception of privately held in-holdings, which are defined as non-Indian owned fee land located within the exterior boundaries of California Indian Country; in the event of multiple owners, such land shall be considered Indian owned if at least one owner is a tribe or tribal member, regardless of the use of the land.

The CalEPA has created an online map that displays the CalEnviroScreen results, where one can pan and zoom into various areas of California to graphically identify the general location of DACs. There are multiple ways to identify DACs:

A. Via Data List (Spreadsheet). In order to download a data list of areas that correspond to the preceding map, one can:

1. Visit the [CalEPA DAC website](#)
2. Download the List of Disadvantaged Communities Excel file
3. Filter the data set (on either tab)

B. Search by Address. One can also determine DAC status of one or more specific addresses. For a single address, go back to the CalEnviroScreen map and, in the “Find address or place” field, input the address and determine the color coding alongside the map’s Legend.

CPA is providing an online map to assist Proposers in identifying whether their project is within a DAC. The map will also help Proposers determine if their project meets the specific geographical eligibility requirements for the DAC-GT ~~and CS-GT programs~~ [program](#) as laid out in Section 2b. The map can be accessed from the RFO website and is detailed in Exhibit A.

d) RFO Website

All information regarding this RFO will be posted to the RFO website at <https://cleanpoweralliance.org/power-share-2025/>. Proposers will submit all offers (including narrative, offer form templates, redlined contracts, and all other materials) to the RFO email address: DACProgramsRFO@cleanpoweralliance.org. All Q&A questions from proposers shall also be submitted to the same email address.

e) Acknowledgement of Terms

By participating in CPA’s RFO, respondents (“Proposers”) acknowledge that they have read, understand, and agree to the terms and conditions set forth in this RFO Protocol. CPA reserves the right to reject any offer that does not comply with the requirements identified herein. Furthermore, CPA may, at its sole discretion and without notice, modify, suspend, or terminate the CPA RFO without liability to any organization or individual. The CPA RFO does not constitute an offer to buy or create an obligation for CPA to enter into an agreement with any party, and CPA shall not be bound by the terms of any offer until CPA has entered into a fully executed agreement.

3. Submission Details

a) Registration

To receive RFO notifications, all Proposers should complete the [Proposer Registration form](#) online.

b) Timeline

Date	Item
May 21, 2025	RFO issuance and Q&A open
June 4, 2025	Proposer Webinar to discuss RFO process
June 11, 2025	First deadline to submit Q&A questions to DACProgramsRFO@cleanpoweralliance.org
June 18, 2025	First round of Q&A responses posted to the CPA RFO website
July 2, 2025	Second deadline to submit Q&A questions to DACProgramsRFO@cleanpoweralliance.org
July 11, 2025	Second round of Q&A responses posted to the CPA RFO website
August 1, 2025	Deadline to submit RFO Proposals to DACProgramsRFO@cleanpoweralliance.org by 11:59 PM PST
August 29, 2025	Proposers notified of shortlist status
September – November, 2025	Power Purchase Agreement (“PPA”) negotiations and awards
December 4, 2025	Last opportunity for PPA Approval by CPA Board of Directors
December 23, 2025	CPA deadline for submission of executed PPAs to the CPUC for approval

Responses to the RFO are due on August 1, 2025 by 11:59 PM Pacific Standard Time.

c) Compliant Submission Specifications

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

Price	<u>The</u> PPA price requested <u>provided</u> in the Offer Form should assume <u>that the project does not receive any Investment Tax Credit (ITC) or Production Tax Credit (PTC at benchmark level as identified (i.e. 30% for ITC)) benefits</u> and must be a fixed \$/MWh <u>value</u> with zero percent (0%) annual
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	<p>escalator<u>escalation</u> over the PPA tenor. Prices must be offered for delivery at the project Pnode.</p> <p>Proposers are required to identify the following Price Reduction amounts:</p> <p>Reduction in PPA Price in <u>the</u> case of increase in<u>capturing the</u> ITC (\$/MWh) - This field in the Offer Form allows Seller to reduce the PPA Price for each additional one (1) percentage point that Seller's ITC rate is above 30 percent (30%)<u>zero percent (0%)</u>. <u>Note that with the passage of the Congressional Budget Bill on July 4, 2025, renewable generation projects that are not under construction by July 4, 2026 must be in service by the end of 2027 to qualify for tax credits.</u></p> <p>Reduction in PPA price in <u>the</u> case of increase in<u>capturing the</u> PTC (\$/MWh) - This field in the Offer Form allows Seller to reduce the PPA Price for each additional \$0.0005/kWh that Seller's PTC rate is above a \$/kWh<u>PTC benchmark rate designated by Seller in the Offer Form</u><u>the \$0.00/kWh</u> PTC benchmark rate. <u>Note that with the passage of the Congressional Budget Bill on July 4, 2025, renewable generation projects that are not under construction by July 4, 2026, must be in service by the end of 2027 to qualify for tax credits.</u></p> <p>Proposers will be asked if they <u>anticipate that the project will qualify for the ITC or PTC</u>. <u>Proposers will also be asked if they</u> are able to achieve any Tax Credit Adders above<u>to</u> the benchmark ITC/PTC (e.g. for constructing in energy communities, using domestic content, etc.) and explain how their project would be eligible for the adder.</p> <p>Please refer to the definition of "Renewable Rate" in the Pro forma PPA for an explanation of how the reduction in PPA price works in the case of an increase in the ITC above the benchmark rate of 30% and or the PTC above the benchmark rate identified, which will be considered to be 0% ITC and \$0.00/kWh PTC for projects in the offer template<u>this RFO</u>.</p> <p>Note: Actual payments to Proposer will be consistent with the terms of the CPA PPA Agreements for each project.</p>
Number of Offers	<p>Proposers may submit a maximum of one (1) offer per unique facility/location. This project should be the largest size and most competitive offer that meets all compliance requirements. All projects will be evaluated with the assumption that smaller project sizes may be priced and negotiated during final shortlisting negotiations.</p> <p>Alternative configurations, durations, or pricing schemes may be submitted as descriptions within the narrative document (see full description in "Submission Package" section below) but may not be evaluated or considered until final negotiations or at all.</p>

	Note: If a single Proposer wishes to submit multiple unique facilities (at different locations), each project must be submitted as an entirely separate Submission Package with fully completed copies of each relevant document.
Term	Proposers must submit a conforming offer with a term of twenty (20) years. Proposers may provide additional alternate offers of a minimum of fifteen (15) years, if desired.
Scheduling Coordinator	Buyer shall be the Scheduling Coordinator ("SC").
Ownership	All projects will be owned by the Proposer, with CPA contracting the output of the resource for the duration of the contract term.
Expected Commercial Operation Date ("COD")	On or prior to December 31, 2028.
Deliverability	Both "Energy Only" projects and projects with Full Capacity Deliverability Status ("FCDS") are eligible for this RFO. Energy Only projects will not receive any value for providing Resource Adequacy benefits.
Seller Security Requirements	\$105/kW of Contract Capacity.
Guaranteed Energy Production	One hundred sixty percent (160%) of proposed estimated annual energy production in each 2-year performance measurement period.
Workforce Development	<p>Prevailing wage requirement: All employees hired by the project developer, and its contractors and subcontractors, that will perform construction work or provide services at the site related to construction of the Facility shall be paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any. A project's prevailing wage obligations can be satisfied upon the execution of a project labor agreement related to construction of the Facility.</p> <p>Targeted hire requirements: The project will comply with the following targeted hire requirements:</p> <ul style="list-style-type: none"> A minimum of 40% of all hours of project work shall be performed by Local Targeted Worker² with priority given to residents of Los Angeles and Ventura Counties.

² Local Targeted Worker refers to workers located within a 25-mile radius of the project.

	<ul style="list-style-type: none"> • A minimum of 10% of all hours of project work shall be performed by Disadvantaged Workers³ whose primary place of residence is within Los Angeles and Ventura Counties. • 60% of all Journeymen Wiremen working on the project shall be graduates of a state approved electrical apprenticeship program. • At least 10% jobsite electrical workers shall be OSHA 30-hour General Industry Safety and Health Certified. • All Electrical Work⁴ will be performed by Journeymen Electricians, or Apprentices currently being trained in a California Approved Electrical Apprenticeship Program under the Supervision of a Journeyman Electrician. • All Apprentices will be registered in a state of California approved apprenticeship program under the supervision of a certified electrician.
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d) Submission Package

Projects bids should be submitted via email to DACProgramsRFO@cleanpoweralliance.org by the submission deadline with a subject line of "2025 DAC-GT RFO". Submissions must include the following attachments, as detailed in the sections following:

- i. Fully completed Offer Form template
- ii. Project Narrative
- iii. Redlined PPA
- iv. Executed non-disclosure agreement
- v. ArcGIS or Google Earth file of project's geospatial footprint
- vi. Signed Campaign Contribution Disclosure Form

³ Disadvantaged Worker means an individual who, prior to commencing work on the project, meets the income requirements of a Targeted Worker and faces at least one of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment; (7) emancipated from the foster care system; (8) being a veteran of the United States Armed Services; or (9) being an apprentice with less than 15% of the required graduating apprenticeship hours in a program.

⁴ Electrical work is defined as the handling of batteries, photovoltaic panels or panel cartridges (including any rigging for lifting of cartridges from delivery trucks, guiding cartridges onto support rails and sliding cartridges into final location), installation or rails supporting the panels or panel cartridges, installation and connection of any electrical wires and cables, connections to power conversion stations, electrical fixtures, electrical appliances, electrical apparatus, electrical raceways or trays, electrical conduits, electrical instrumentation and controls, and electrical startup and testing. Excluded from Electrical Work: The delivery and unloading of material, supplies and equipment to the Project Site or to locations designated throughout the Project Site for equipment and material staging, as determined by the Owner or Employer.

Project Narrative

Proposers should submit a brief narrative of the proposed project and vendor qualifications. This narrative will be primarily used as a reference for specific project details that are not fully captured in the Offer Form template and for further assessment of shortlisted proposals. The contents of the narrative will not be used as part of initial quantitative or qualitative project evaluation but are mandatory for promotion to the final shortlist. **The project narrative should be submitted as a pdf document.**

The project narrative must include the following sections in the order listed below:

1. Project summary
 - i. Brief summary of project including location, sizing, and any relevant high-level details (1-2 paragraphs)
2. Project details summary table
 - i. Should include project name, location city and county, capacity size, energy sizing (duration), COD, and pricing (\$/kWh)
3. Detailed site description
 - i. Detailed description of the current land use of the project footprint, including a detailed site map
 - ii. Describe the project's proposed interconnection, including proximity to transmission interconnection and any new interconnection facilities that would need to be built
4. Project risk
 - i. Brief overview of project risks, particularly related to status of:
 1. Project interconnection
 2. Site control and permitting
 3. Environmental zoning, studies, and permitting
 4. Financing and tax credits
 5. The project's construction schedule, how it will affect the project's ability to qualify for assumed tax credits, and mitigation strategies to keep construction on track.
 6. Whether the project may be subject or is expected to be subject to enhanced foreign entity of concern (FEOC) restrictions included in the recent Congressional Budget Bill, and if so, how the developer will manage these risks.
5. Community experience
 - i. Describe what benefits the project provides the community in which it is located, including resiliency, CPA member agency partnership or co-investment, and grant eligibility
 - ii. Describe completed or planned community outreach and communications strategy
 - iii. Describe proposer's previous experience in community engagement, either in the community in which the project is located, or others
 - iv. Describe how workforce development requirements described in 3C will be met

6. Developer experience
 - i. Brief description of developer experience, particularly as relates to previously completed projects of a similar scope and scale
7. Offer variants (Optional)
 - i. Description of additional variants, if any, the proposer would like CPA to consider.
 - ii. If the proposer would like to propose offer variants beyond the one proposed in the Offer Form Template, these variants may be described in text in this section. These additional variants may not be submitted as offer form templates and will not be evaluated in the quantitative evaluation phase but may be assessed for additive value if the initial proposal is chosen for shortlisting consideration.
 1. Alternative offers that might be proposed in this section include distinct CODs, alternative pricing schemes, alternative SC arrangements, or any other arrangements that may provide additional value.

Offer Form Template

The excel file data template is the primary source of data for evaluating submissions. **This Offer Form template is mandatory and must be fully completed for a submission to be considered compliant.** The Offer Form template contains the following sections, and a guide for which sheets must be completed is provided on the instructions sheet in each of the two templates. All yellow fields in the sheets relevant to the proposed project should be fully completed, utilizing the drop-down lists when provided.

1. **Participant & Project Info:** these values provide summary information for the project
2. **Hourly Profile:** these values will be used for quantitative modeling of renewable generation resources
3. **Qualitative Assessment:** this questionnaire gathers information for qualitative selection criteria. Responses to the qualitative questionnaire will be a significant component to CPA's project evaluation.
4. **Other Questionnaire:** This questionnaire gathers information that is not used for qualitative selection criteria.
5. **Development Risk:** these questions are intended to assess potential project development risk and will be a significant component to CPA's project evaluation.

Redlined PPAs

CPA is including the Pro Forma PPA that CPA intends to use as the basis for contracting with successful Proposers. The Pro Forma PPA is the same for all counterparties, and CPA will only accept changes to the Pro Forma PPA related to Project-specific characteristics and information.

Proposers must consider the commercial terms stipulated in this RFO Protocol as well as those commercial terms defined in the agreement when submitting an offer to this RFO. CPA will consider limited requests for adjustments and edits to its form agreements, provided that such requested edits are incorporated as redline edits to the Pro Forma PPA Word document and submitted as part of the submission package. While CPA will consider limited requests for adjustments and edits to its form agreements, adherence to CPA's standard contract terms is an important factor in CPA's evaluative process that will be strongly weighted. Offers that accept CPA's standard contract terms will be given

preference during such evaluation. Proposers should be aware that changes to CPA's standard contract terms submitted after the response deadline may result in disqualification of the offer and, if applicable, forfeiture of the Shortlist Deposit provided under the Exclusivity Agreement.

Project Footprint File

All projects are required to submit a file of the relevant geospatial footprint of the project in a zipped (.zip) shapefile (.zip/.shp) or Google Earth KML (.kml) format.

Non-Disclosure Agreement

All Proposers are required to sign CPA's standard Non-Disclosure Agreement ("NDA"). CPA will not accept changes to the NDA.

Campaign Contribution Disclosure Form

Proposers are required to disclose information relating to any campaign contributions made to CPA's Regular or Alternate Directors. All proposers must sign and submit a Campaign Contributions Disclosure Form.

e) Screening and Compliance

After the submission deadline, all submissions will be reviewed for basic compliance and completeness. At the discretion of CPA, developers may be contacted to notify them of deficiencies in their submission materials. **Proposers will have five (5) business days to respond with updated and compliant submission materials or risk rejection from consideration.**

Proposer is solely responsible for checking compliance of all submitted materials. Lack of communication from CPA does not imply confirmation of a compliant submission.

4. Evaluation and Selection Criteria

Projects will be evaluated based on a combination of quantitative and qualitative criteria. Quantitative criteria will focus on project performance and economics, while qualitative criteria will focus on factors related to environmental stewardship, workforce development, development score, project location, and impact on Disadvantaged Communities. Both categories of criteria will play a major role in project evaluation.

a) Quantitative Evaluation

All projects will be assessed for market performance against the relevant project Pnode. Initial evaluation of all projects will use the hourly generational profile data provided in the Offer Form Template (Sheet 2. Hourly Profile) dispatched against simulated Pnode prices to model energy and capacity value over the 20-year project lifetime. Pnode prices will be generated using modeling that accounts for changes in regional fundamentals (congestion, solar generation, storage, etc) over time. This analysis will provide an estimate of energy value for each project, which along with the \$/MWh PPA ~~cost~~Offer Price at the benchmark 0% ITC or \$0.00/kWh PTC rate submitted in the ~~proposal~~Offer Form Template will be used to calculate an overall value for each project.

b) Qualitative Evaluation Criteria

In performing this evaluation, CPA will consider a common set of qualitative criteria, a partial list of which is included below. This list may be revised at CPA's sole discretion and includes:

- Overall clarity and quality of response, inclusive of completeness, timeliness, and conformity
- **Development Score**
 - Development score refers to project development status, including but not limited to progress toward interconnection, deliverability, siting, zoning, permitting and financing requirements.
 - All projects will be assessed for a project development score using the answers supplied in the "Development Risk" sheet of the Offer Form template. The results of these questions will be used to provide an additional qualitative project score to aid in final project shortlisting.
- **Environmental Stewardship**
 - CPA is committed to being an environmental leader by providing customers with energy that delivers multiple benefits for air, water, and nature and avoids impacts to important lands, species, and waters. CPA will prioritize projects that are considered multi-benefit renewable energy and projects located in areas zoned for renewable energy development. CPA will de-prioritize projects located in high-conflict areas.
- **Workforce Development**
 - CPA is committed to creating community benefits, which includes engaging a skilled and trained workforce as further described in Section 3.c and the Offer Form Template.
 - For rooftop solar or parking lot shade structure solar project, CPA will prioritize projects demonstrating the following:
 - Projects that have secured, or commit to securing, a community benefit or project labor agreement with the local chapter of the International Brotherhood of Electrical Workers (IBEW).
 - For ground mount solar projects (other than parking lot shade structure solar projects), CPA will prioritize projects demonstrating the following:
 - Projects that have secured, or commit to securing, a 5-trade community benefit or project labor agreement led by the local chapter of the International Brotherhood of Electrical Workers (IBEW).
- **Project Location** – CPA has a high preference for projects located within CPA's service territory. CPA will prioritize projects located in the top 5% census tracts of disadvantaged communities per CalEnviroScreen 4.0.
- **Other Preferences** – CPA will prioritize projects that leverage other government funding such as a state Community Services Department ("CSD") grants, or that provide evidence of support or endorsements from programs such as Transformative Climate Communities or other local climate initiatives.
- **Investment Tax Credit and Production Tax Credit** – CPA has a preference for projects that will qualify for the ITC or PTC and that offer ITC/PTC PPA Offer Price reducers that substantially

share the ITC/PTC cost savings in the event the project qualifies for tax credits . For purposes of evaluating ITC or PTC benefits to CPA, projects will be ranked based on the percentage decrease ITC or PTC reducers offer relative to the PPA Offer Price. Proposers are required to identify in the Offer Form Template a base PPA Offer Price (\$/MWh) and the (\$/MWh) reduction in the Base PPA Offer Price should the project qualify for any tax credits above the benchmark ITC (300%) or PTC rate identified in the Offer Form Template. (\$0.00/kWh). Please review the Offer Form Template and the Pro Forma PPA for more information.

5. Communication Guidelines

CPA will not be answering questions related to the RFO outside of the formal Q&A process. Proposers are prohibited from communicating with CPA personnel, Board director or alternate outside of this Q&A process. **If it is discovered that a Proposer contacts and receives information from any CPA personnel, Board director or alternate, outside of the rules established by this RFO, CPA may, in its sole determination, disqualify such Proposer's proposal from further consideration or take any other action as CPA may decide.** Please review CPA's Vendor Communication Policy, available at: https://cleanpoweralliance.org/wp-content/uploads/2019/06/CPA2019-010_Policy_Vendor-Communications.pdf.

a) Proposers' Webinar

CPA will host an informational webinar to review the objectives and process of this RFO. Proposers are encouraged to attend. A registration link for the webinar will be posted to CPA RFO website.

b) Q&A

All questions will be answered through a formal Q&A process. The Q&A process will open with the RFO issuance. Questions will be answered in two rounds. Proposers must submit questions to DACProgramsRFO@cleanpoweralliance.org. The last opportunity for Q&A will close on July 2, 2025 at 11:59 PM Pacific Standard Time. Questions received and all answers to such questions will be posted in a response document for all Proposers to view on the CPA RFO website. CPA reserves the right to group questions, combine issues, or organize answers in a manner that CPA finds appropriate.

6. Buyer Security

CPA does not intend to provide collateral or performance security in connection with any PPAs that it may execute in connection with this RFO. By submitting an offer through this RFO, Seller acknowledges and accepts that CPA does not intend to provide collateral or performance security in connection with any PPA, and no such offer submitted will be subject to a requirement that CPA post collateral or security.

7. Exclusivity Agreement

Following Proposer notification (i.e., shortlist selection), in order to continue with the process, selected Proposers will be required to sign CPA's standard Exclusivity Agreement that is attached to the RFO Release documents as "CPA Exclusivity Agreement.docx" and to **submit a deposit of \$3.00/kW AC for all short-listed project capacity ("Shortlist Deposit")**. The Shortlist Deposit is intended to secure the

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

Please refer to the CPA Exclusivity Agreement for additional details regarding the Exclusivity Period (as defined the Exclusivity Agreement) and return of the Shortlist Deposit.

8. No Guarantee of Offer or Agreement

This RFO does not constitute an offer from CPA to buy and creates no obligation to execute any agreement as a consequence of this RFO. Under no circumstances shall CPA be bound by the terms of any Proposer's proposal nor any subsequent agreement until CPA has obtained all necessary approvals of its management and the CPA Board of Directors and all the conditions precedent, if any, set forth in a fully executed agreement have been satisfied or waived.

CPA reserves the right, without qualification and in its sole discretion to: (i) select multiple Proposers or no Proposers at all, or (ii) negotiate one or more agreements on a bilateral basis outside the terms of this RFO. CPA may at any time and for any reason decline to enter into any potential PPA with any Proposer, terminate negotiations with any Proposer, or to abandon the RFO process in its entirety. CPA shall not be liable to any Proposer submitting a proposal in response to this RFO. CPA shall not be liable to any Proposer or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in conjunction with this request for submittals. No implied or express waiver of CPA's rights is intended.

CPA reserves the right to request clarification of information submitted through supplementary follow-up questions or inquiries or to request additional information from any one or more of the Proposers.

Each Proposer's costs for developing its proposals, including all RFO review, bid preparation and submittal costs, are entirely the responsibility of the applicable Proposer, and CPA shall not have any responsibility or liability for such costs.

CPA states that the information in this RFO Protocol is accurate to the best of CPA's knowledge but is not guaranteed to be correct. Proposers are expected to complete all due diligence activities prior to entering into any final contract negotiations with CPA.

9. Collaboration

No Proposer shall collaborate on, coordinate, or discuss with any other Proposer or potential Proposer the substance of this RFO, RFO strategies, or whether CPA has shortlisted certain bids.

10. Non-discrimination

CPA does not give preferential treatment based on race, gender, color, ethnicity, or national origin.

11. Confidentiality

All correspondence with CPA including responses to this solicitation will become the exclusive property of CPA and will become public records under the California Public Records Act (Cal. Government Code section 7920.000 et seq.) All documents sent by Proposers to CPA may be subject to disclosure, unless exempt due to one of the narrow exceptions to the disclosure requirements.

In order to designate information as confidential, the Proposer must clearly stamp and identify the specific portion of the material designated with the word “Confidential” and provide a citation to the California Public Records Act that supports keeping the information confidential. Proposer should not over-designate material as confidential. Over-designation would include stamping entire pages or series of pages as confidential that clearly contain information that is not confidential.

Therefore, any proposal which contains language purporting to render all or significant portions of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or which fails to provide the exemption information required as described below may be considered a public record in its entirety subject to the procedures described below. **Do not mark your entire proposal as “confidential”.**

If required by any law, statute, ordinance, a court, Governmental Authority or agency having jurisdiction over the CPA, including the California Public Records Act, CPA may release Confidential Information, or a portion thereof, as required. In the event CPA is required to release Confidential Information, it shall notify the Proposer of the required disclosure, such that the Proposer may attempt (if it so chooses), at its sole cost, to cause the recipient of the Confidential Information to treat such information in a confidential manner, and to prevent such information from being disclosed or otherwise becoming part of the public domain. By submitting a proposal, Proposer agrees to indemnify and hold harmless CPA, its directors, officers, employees and agents, from any claims, liability, award of attorneys’ fees, expenses, or damages, and to defend any action brought against above said entities for CPA’s refusal to disclose any confidential, trade secret, or other proprietary information to any party.

CPA does not intend to disclose any part of any proposal before it announces a recommendation for approval by CPA’s Board of Directors of a contract, on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation or contract negotiation process.

12. Proposer Representations

By submitting a bid, Proposer agrees to be bound by the conditions of the RFO Protocol, and makes the following representations, warranties, and covenants to CPA, which representations, warranties, and covenants will be deemed to be incorporated in their entirety into each of Proposer’s submittals and are deemed to be material to CPA’s consideration of the proposals:

1. Proposer agrees that CPA is not liable to any Proposer or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in conjunction with this request for


submittals and that Proposer has no legal recourse against CPA, its Members, CPA's directors, officers, employees, and agents for rejection of their submittal(s).

2. Proposer acknowledges that it has had the opportunity to seek independent legal and financial advice of its own choosing with respect to this RFO and agrees to be bound by the terms and specifications of this RFO and any addenda subsequently issued prior to the due date of the submittal.
3. Proposer has obtained all necessary authorizations, approvals, and waivers, if any, required by Proposer to submit its bid pursuant to the terms of this RFO and to enter into a final agreement with CPA.
4. Proposer acknowledges that CPA reserves the right to enter into relationships with more than one Proposer, can choose not to proceed with any Proposer with respect to one or more identified tasks, and can choose to suspend this RFO or issue a new RFO that would supersede and replace this RFO.
5. Proposer warrants that it has no employees in its employ who in any capacity have a position at CPA that enable him/her to influence the selection of a Proposer or any competing RFO, nor does Proposer have in its employ any CPA Director, including any Regular or Alternating Directors (collectively "CPA Director") or CPA employee who is the spouse or economic dependent of such a CPA employee.
6. Proposer's submission complies with all applicable laws.
7. Proposer warrants that all information submitted by Proposer to CPA in connection with this RFO is true and accurate as of the date of Proposer's submission. Proposer also covenants that it will properly update any submitted information immediately upon any material change thereto.

Proposer acknowledges and accepts that CPA does not intend to provide collateral or performance security in connection with any PPA.

Exhibit A: Clean Power Alliance Clean Energy RFO Evaluation Tool

The Clean Power Alliance Clean Energy RFO Evaluation Tool is available for use by proposers in the 2025 DAC-GT RFO. [Click here to access the Tool.](#)

Note that detailed instructions on the Tool and its use are provided on the CPA Clean Energy RFO Evaluation Tool splash screen and are accessible from the Tool's main screen by clicking the  button.

The Clean Energy RFO Evaluation Tool may be used to determine if your project footprint meets eligibility criteria (located within five (5) miles of a DAC within SCE's service territory, as described in Section 2b).

The Tool will help Proposers understand if a Project overlaps with certain environmental high-conflict areas ("High-Conflict Areas" in the Tool) or preferred renewable energy development and multi-benefit areas ("Renewable Energy Zones and Multi-benefit Areas" in the Tool).

CPA will use the Evaluation Tool to conduct internal environmental screening of RFO projects. To facilitate this, **Proposers are required to submit a file of the relevant geospatial footprint of their project in a zipped shapefile (.zip) or Google Earth KML (.kml) format.** Proposers are also required to report in the Offer Form Template whether their project footprint overlaps with an area designated as high-conflict in the Tool.