



**2024 Cluster 15 Commercial Interest Allocation
Request for Information (“RFI”)**

Issuance Date: September 5th, 2024

Response Deadline: September 18th, 2024

5:00 PM PPT

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1. General Information

1.1. Introduction & Purpose

Sonoma Clean Power (SCP), through this Cluster 15 Commercial Interest Allocation Request for Information (“RFI”), intends to solicit information regarding Cluster 15 projects and to provide those projects an opportunity to receive Commercial Interest Points from SCP under the Interconnection Process Enhancements. SCP is formed under a Joint Powers Authority (JPA) and subject to legislative and regulatory requirements imposed on a load serving entity within the state of California.

1.2. CCA Background Information

In May 2014, SCP began providing their member communities in Sonoma County with clean power. In 2016, they added Mendocino County to their service territory, and they now service 11 cities and unincorporated communities in Sonoma and Mendocino counties. SCP’s 2023 retail sales are 2,120 GWh with a peak load of 450 MW, of which 49% are residential and 51% non-residential. SCP has an S&P Global credit rating of A.

[SCP IRP](#) and [Audited Financials](#)

1.3. RFI Documents

This RFI consists of this protocol and five appendices. Among other things, the protocol (i) offers general information pertaining to this RFI, (ii) describes the purpose and drivers of this RFI and provides high-level considerations for respondents, (iii) includes a schedule for this RFI, (iv) sets forth terms governing the preparation and submission of proposals and RFI-related communications with SCP, and (v) provides a high-level overview of the process for evaluating and selecting proposals submitted in response to this RFI. The Appendices are as follows:

- **Appendix A** to this RFI is the Offer Form
- **Appendix B** is the Executive Summary Template
- **Appendix C** contains Expected contract terms,
- **Appendix D** contains instructions for submitting an optional geospatial footprint file,
- **Appendix E** is an express reservation of SCP’s rights in connection with this RFI; warranty, liability, and contract acceptance disclaimers; terms addressing the disclosure of RFI-related information by SCP and respondents in this RFI, respondent’s responsibility for RFI-related costs, and Board approvals; and respondent’s deemed acceptance of the rights and terms contained in Appendix E and SCP’s reliance upon such acceptance.

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

1.4. RFI Website

This RFI and related material and information are posted on SCP’s website and available for review. The website will be updated from time-to-time with additional information related to this RFI. Interested persons are responsible for monitoring the website to ensure the timely receipt of information about this RFI.

[Link to RFI page](#)

1.5. RFI Administrator

The RFI Administrator for this RFI is: Hannah Rennie, Portfolio Manager at SCP.

The RFI Administrator’s responsibilities include (i) acting as a liaison between the participants in this RFI and SCP on all RFI-related matters, (ii) ensuring that respondent questions to SCP are addressed in an appropriate manner, (iii) receiving, recording, and maintaining respondent proposals, (iv) and managing other administrative matters relating to this RFI.

As detailed in Section 6.1 below, all questions, requests, and other inquiries or communications from or on behalf of respondents to SCP about this RFI must be directed in email to the RFI Administrator.

RFI Administrator Email: procurement@sonomacleanpower.org

2. RFI Overview

2.1. RFI Purpose

SCP is seeking to solicit information on Cluster 15 projects and to provide those projects an opportunity to receive Commercial Interest Points from SCP under the Interconnection Process Enhancements. Proposals offered into this RFI will be evaluated for their ability to meet SCP portfolio targets in accordance with the terms of this RFI as based on the criteria in section 6.2 below.

2.2. Eligible Resources, Products Sought and Preferred Terms

Eligible Resources	Any resource in CAISO Cluster 15.
Project Location	Within CAISO.
Project Attributes	Any contract made pursuant to this RFI may also include all associated Capacity, Energy, Environmental Attributes/Renewable Energy Credits (RECs), and Ancillary Services associated.
Delivery Term	Preference is for a ten-year term or longer.
Price	SCP will not require pricing in the initial submission. Instead, SCP requests a qualitative and quantitative comparison with the resource specific cost assumptions used in the 2022-2023 Integrated Resource Planning modeling by the CPUC for renewable resources (pg. 65-66) and NREL’s Utility Scale Battery Storage annual technology baseline , incorporating cost factors like site control, supply chain agreements, estimated interconnection cost, financing, and permitting.

The foregoing is not intended, and should not be construed, as an exhaustive listing of important commercial terms for any agreement resulting from this RFI. Please refer to Appendix C and the sections below for other relevant commercial provisions or considerations.

3. RFI Schedule

The RFI Schedule below sets out important dates for respondents interested in participating in this RFI. This Schedule is subject to change. Notice of any change to the RFI Schedule will be posted on SCP’s Website.

Activity	Scheduled Date
Issuance of RFI	September 5 th , 2024
Submittal deadline	September 18 th , 2024
Notification of final shortlisted respondents (Tentative)	October 1 st , 2024
Target for Exclusivity Agreement Execution	November 15 th , 2024

4. RFI Questions

Respondents and other interested persons are encouraged to submit questions about this RFI, to the RFI Administrator (using the contact information provided above in section 1.5). All questions regarding this RFI must be submitted by email. Interested persons are requested to submit questions as promptly as possible to ensure the timely receipt of SCP’s response.

Subject to SCP consideration of the confidentiality concerns, SCP intends to post all questions submitted by respondents, as well as SCP responses to those questions, on SCP’s website. Questions will be posted anonymously, to shield the identity of respondents who posed the questions. SCP’s objective in posting questions and answers is to afford respondents equal access to information potentially relevant to their proposals. Respondents are urged to submit RFI questions to SCP as early as possible, in consideration of the proposal submission deadlines. SCP expects to provide answers only to questions posed on or before September 13th, 2024, and that are specific to an actual proposal submission issue. SCP may fail to post or answer any questions in their sole discretion.

5. Proposal Submission

The Proposal submission process requires each respondent to submit to SCP, using the contact information in section 1.5, responses to Appendix A and B (collectively referred to as the “Proposal Package”), to have its proposal(s) evaluated under this RFI. Under the current schedule, respondents must submit a completed Proposal Package by 5:00 p.m. PPT on September 18th, 2024.

Respondents will each bear the risk of any failure of respondent to submit the completed Proposal Package by the required deadline as required by this RFI. Proposals for which respondent does not submit all agreements, information, and material as required by this RFI may be considered non-responsive and may be eliminated from consideration. Responsive proposals are those which are deemed conforming to all requirements listed in this RFI document. SCP may waive any irregularities or defects in their sole discretion.

All proposals must be submitted in email form with the appropriate attached documents to the following email address:

procurement@sonomacleanpower.org

6. Proposal Package Review and Evaluation

6.1. Proposal Package Requirements

The following is a list of requirements for Proposal Packages to be considered compliant and eligible in this RFI process:

- Proposal Package must be received by 5 p.m. PPT on September 18th, 2024
- Proposal Package must contain Appendix A and B
- All portions of Proposal Package must be received in the appropriate digital formats – pdf for narrative documents and Excel spreadsheets for the associated data templates.
- All associated data templates must be completed satisfactorily and provided with the Proposal Package. It is the duty of the proposer to contact SCP for clarification regarding completion of data templates and Executive Summary. Incomplete templates are grounds for non-consideration of a Proposal Package.
- After receipt of Proposal Package, SCP may contact respondents to request clarification about unclear portions of proposals. Respondents will have a maximum of 3 days to respond back to SCP or the Proposal Package will be removed from consideration.

6.2. Review, Evaluation and Shortlisting Process

Proposal Package will be modeled to yield a final, in-depth understanding of expected performance. The resources that effectively meet the standards of SCP will be shortlisted and contacted for negotiation of Exclusivity Agreements. Proposal Packages will be reviewed and evaluated based on the following standards:

- **Location**
 - TPD eligibility
 - Proximity to SCP
 - Scope of expected upgrades
 - Interconnection cost estimates
- **Technology**
 - Fit with SCP's [IRP](#)
 - Resource diversity
 - Resources that align with SCP Board of Director authorized portfolio characteristics.
- **Project Viability**
 - Viability of factors including, but not limited to, proposed commercial operation date (“COD”), construction timeline, permitting, and status of site control will be evaluated
- **Respondent Experience**
 - Respondents will be evaluated for experience as a company and/or based on the experience of the members of the project team. Experience with the CAISO interconnection process and permitting will be critical.
 - Credit assessment
- **Project Size**
 - Consideration of partial or full output

6.3. Notification of Results and Commercial Negotiations

After the completion of the review and evaluation of the Proposal Packages, the RFI Administrator will communicate to each respondent the status of its proposal(s). As noted, SCP expects to negotiate the final terms of an Exclusivity Agreement with respondent(s) on the Shortlist.

Placement of a proposal on the shortlist does not constitute or indicate acceptance by SCP of any proposal, any term thereof, or any related contract term. Without limiting Appendix E, SCP (i) has no obligation and make no commitment of any kind to enter into a transaction with any respondent, including a respondent with a proposal on the shortlist, or to be bound by any term proposed by respondent, and (ii) has no obligation or liability with respect to a transaction or arising out of this RFI except as may be expressly set forth in a fully executed Exclusivity Agreement.

Upon respondent(s) being shortlisted, SCP and respondent will enter negotiations for an agreement of exclusivity ("Exclusivity Agreement") for the project(s).

7. Supplier Diversity

SCP issues this Request for Information (RFI) solicitation to solicit information on Cluster 15 projects and to provide those projects an opportunity to receive Commercial Interest Points from SCP under the Interconnection Process Enhancements. All qualified organizations are encouraged to respond, including minority-owned and women-owned business entities.

SCP is an equal opportunity entity. All responses to this solicitation will be evaluated under the same criteria. No preference will be given to an applicant regardless of the applicant owner's race, gender, ethnicity, or national origin. Pursuant to Proposition 209 (1996) (Article I, Section 31 of the California Constitution), a government entity such as SCP is prohibited from discriminating against or granting preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

RFI respondents that execute a contract with SCP will be required to complete a supplier diversity questionnaire. SCP asks that respondents refrain from directly or indirectly providing supplier diversity information when replying to an RFI. SCP will send the questionnaire after a contract is executed. As a public agency and consistent with state law, SCP will not use any such provided information in any part of its decision-making or selection process. Rather, SCP will use that information solely to comply with California Public Utilities Commission (CPUC) reporting requirements. Pursuant to Public Utilities Code §§ 8281-8286, CPUC requires each of SCP to submit annual detailed and verifiable plans for increasing women-owned, minority-owned, disabled veteran-owned, persons with disabilities-owned and LGBT-owned business enterprises' procurement. Consistent with the California Public Utilities Code and State policy objectives, SCP will collect information regarding supplier diversity and labor practices from project developers and their subcontractors regarding past, current and/or planned efforts and policies.

Certification creates an opportunity for businesses to be more visible and easier to communicate contracting opportunities. SCP encourages all respondents that are women-owned, minority-owned, disabled veteran-owned, persons with disabilities-owned and LGBT-owned businesses to become certified with the CPUC Supplier Diversity Program. This certification is voluntary and cannot be used as a criterion for solicitation evaluation. For information on the certification process and requirements, please visit CPUC's Supplier Clearinghouse. Alternatively, businesses can certify as a small business or a disabled veteran-owned business through the Department of General Services Certification program.

8. Miscellaneous RFI Matters

Without limiting the generality of Appendix E, SCP reserves the right to withdraw, suspend, cancel, or terminate this RFI, or to modify any term of this RFI, including, without limitation, any term concerning the RFI schedule (including any date), at any time in its sole discretion. SCP will endeavor to notify all participants of any such withdrawal, suspension, cancellation, termination, or modification made prior to the submittal deadline and to post notice of any such action on SCP's website.

Appendix A Offer Form

SCP has posted the RFI Offer Form on SCP's Website. If the respondent(s) has any issues accessing the document or questions, please contact the RFI Administrator.

Appendix B Executive Summary

As part of the RFI, SCP has posted this Appendix B, which contains a list of due diligence requests, which Offeror should respond to and compose as an Executive Summary. The completion of Appendix B is required.

Executive Summary Template

Appendix C Expected Contract Terms

Buyer Security:	Buyer will not post security.
Scheduling Coordinator:	SCP prefers to provide Schedule Coordinator (SC) services. If the respondent prefers to be the SC, then SCP will require the ability to make schedule changes at any time, applicable to CAISO market scheduling rules.
Buyer Assignment:	Buyer may assign this Agreement to a financing entity that will pre-pay all of Buyer's payment obligations under this Agreement with Seller's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.
Seller Credit Requirements:	Seller shall post security as follows: Development Security – [\$90,000 per MW of Guaranteed Capacity] Performance Security – [\$105,000 per MW of Guaranteed Capacity] <i>] Note: SCP reserves the right to adjust these values per current market conditions.</i> To secure its obligations under this PPA, Seller shall deliver the Development Security to SCP within thirty (30) days of the Effective Date. Development Security shall be in the form of cash or a Letter of Credit. To secure its obligations under this PPA, Seller shall deliver Performance Security to SCP on or before the Commercial Operation Date.

	Within five (5) Business Days following any draw by SCP on the Development Security or the Performance Security, Seller shall replenish the amount drawn such that the security is restored to the applicable amount.
Prevailing Wage:	Minimum required
Exclusivity:	Upon shortlisting, Seller shall execute an Exclusivity Agreement with SCP.
No Recourse to Members of SCP:	SCP is organized as a Joint Powers Authority in accordance with the Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from their constituent members. SCP shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions, or assert any remedies against any of SCP's constituent members in connection with this Agreement.
Force Majeure:	<p>"Force Majeure Event" means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance. Notwithstanding the foregoing, the term "Force Majeure Event" does not include (i) economic conditions that render a Party's performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including SCP' ability to buy the Product at a lower price, or Seller's ability to sell Product at a higher price, than the Contract Price); (ii) Seller's inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above that disables physical or electronic facilities necessary to transfer funds to the payee Party; (iv) a Curtailment Period, except to the extent such Curtailment Period is caused by a Force Majeure Event; (v) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller's Affiliates, Seller's contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) events otherwise constituting a Force Majeure Event that prevent Seller from achieving Construction Start or Commercial Operation of the Facility, except to the extent expressly permitted as an extension under the PPA.</p> <p>For the avoidance of doubt, so long as the event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance, Force Majeure Event may include an epidemic or pandemic but expressly excludes any epidemic or pandemic caused by the epidemic disease</p>

	designated COVID-19 and the related virus designated SARS-CoV-2 and any mutations thereof (“ COVID-19 ”).
Prohibition on use of Forced Labor	Seller represents and warrants that it has not and shall not knowingly utilize materials, products or components for the construction, operation or maintenance of the Facility that rely on work or services exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily (“Forced Labor”). Seller shall comprehensively implement due diligence procedures for its and its Affiliate’s suppliers, subcontractors and other participants in its supply chains, to comply with this prohibition on the use of Forced Labor. Seller shall notify Buyer as soon as it becomes aware of any breach, or potential breach, of its obligations under this Section 13.5. Consistent with the business advisory issued by the U.S. Departments of State, Treasury, Commerce and Homeland Security on July 1, 2020, equipment or resources sourced from the Xinjiang region of China are presumed to involve Forced Labor.

Appendix D Instructions for Geospatial Footprint submission

As part of the RFI, SCP has posted this Appendix D, which contains instructions for creating a geospatial footprint of the project. The completion of Appendix D is optional.

[Instructions for Geospatial Footprint](#)

Appendix E Reservation of Rights, Waivers, and Acceptances

1. Reservation of Rights

Notwithstanding anything to the contrary, SCP 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 therefor:

- cancel, suspend, withdraw, or terminate this RFI (including, without limitation, after the selection under this RFI of one or more respondents) or cancel or suspend its participation in this RFI;
- modify this RFI, including, without limitation, any Appendix to this RFI, or any of the dates, times or places set forth in the RFI or related to the RFI process;
- accept, refuse to accept, consider, not consider, favor, disfavor, recommend, not recommend, pursue or reject any proposal, 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 proposal submitted in response to this RFI that is incomplete, is nonconforming, or contains irregularities (or waive any irregularity in any proposal), 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 respondents or other persons related to this RFI, and suspend or terminate negotiations with any respondent or other person at any time, including, without limitation, because of any change in resource needs of SCP giving rise to this RFI;
- discuss the terms of any proposal or any other material submitted by respondent with, and obtain clarification or additional information concerning such proposal or such other material from, respondent or its directors, officers, employees, agents, representatives, and advisors;

- request from respondent information not detailed in or required by this RFI but that may be necessary or relevant to the evaluation of respondent's proposal(s) and utilize such information as SCP deems appropriate in connection with such evaluation of this RFI;
- receive, consider, pursue, or transact on (i) opportunities to acquire other assets or resources offered or that become available outside of the RFI process as such opportunities arise or (ii) proposals offered in response to this RFI that are nonconforming or eliminated from consideration in this RFI;
- invite further proposals in or outside of this RFI or supplemental submissions of proposals;
- determine which respondents or entities to allow, or continue to allow, to participate in the RFI process;
- pursue or transact on proposals offered in response to this RFI regardless of any rank order established in the RFI evaluation process to promote diversity of supply in this RFI, gain experience with different technologies, limit exposure to a counterparty, technology or resource or a particular set of risks, or achieve other commercial goals SCP deem appropriate;
- sign or not sign Exclusivity Agreement(s) or other agreements with respondents or other persons relating to the Transactions solicited by this RFI;
- subject to the terms of any applicable confidentiality agreement entered between SCP and respondent, retain, archive, or destroy any information or material provided to or for the benefit of SCP 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 RFI and the RFI process.

Each of the foregoing rights (including any right listed in a series of rights) may be exercised by SCP or any director, officer, employee, or authorized agent or representative of SCP. The reservation of rights contained herein is in addition to all other rights reserved or granted to SCP or any of its Affiliates elsewhere in this RFI or otherwise held by or available to SCP or any of its Affiliates.

2. No Warranties or Liabilities

BY PARTICIPATING IN THE RFI PROCESS, EACH RESPONDENT AGREES THAT, EXCEPT TO THE EXTENT CONTAINED IN AN EXCLUSIVITY AGREEMENT WITH RESPONDENT:

- (A) ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF SCP OR ANY OTHER AFFILIATE OF SCP IN CONNECTION WITH THIS RFI 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) SCP, ITS AFFILIATES AND ITS DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ADVISORS SHALL HAVE NO LIABILITY TO ANY RESPONDENT, ANY OF ITS AFFILIATES, OR ANY OF ITS 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 RFI.

3. Acceptance of Proposals

Without prejudice to SCP rights at law or in equity, no proposal submitted by any Respondent shall be deemed accepted by, or otherwise binding upon, SCP or any of their Affiliates and SCP, their 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 RFI, unless and until an Exclusivity Agreement or other agreement has been mutually executed and delivered by SCP or any of their Affiliates 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 SCP or any of their affiliates and seller. Notwithstanding anything to the contrary in this RFI, all proposals delivered to SCP shall become the sole and exclusive property of

SCP upon receipt, and SCP shall have all rights and privileges of ownership of such property, subject to any provision of this RFI relating to confidentiality and any applicable confidentiality or other signed, binding written agreement between SCP and respondent or seller executed in connection with this RFI process.

4. Respondent Costs and Expenses

Each respondent is solely responsible for all costs and expenses it incurs in connection with this RFI. Through its participation in this RFI, each respondent agrees that under no circumstance, including, without limitation, SCP withdrawal from or suspension, cancellation, or termination of the RFI process, will SCP, any of their affiliates or any of their respective directors, officers, members, partners, employees, agents, representatives or advisors have any responsibility or liability of any kind to respondent, 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 respondent (no matter how incurred) in connection with the RFI process. Nothing in this Section 4 shall be construed to limit the generality of Section 2 above.

5. Respondent Disclosure of RFI Information

No respondent may, without the prior consent of SCP, disclose to any other person (except SCP staff) its participation in the RFI process (other than by attendance at any meeting to which more than one participant is invited by SCP, which attendance in and of itself will not violate this provision of this RFI). Further, no respondent may disclose, collaborate on or discuss with any other person (except SCP staff) bidding strategies or the substance of proposals, including, without limitation, the price or any other terms or conditions of any contemplated, indicative or final proposal. Any such disclosure, collaboration or discussion would violate this RFI and may result in the rejection of respondent's proposal or elimination of respondent from further participation in this RFI.

6. Respondent Acceptance of this Appendix E

By participating in the RFI process, each respondent agrees that it will be deemed to have accepted all the rights and terms included in this Appendix E and to have agreed that its participation in the RFI is subject to such rights and terms. SCP is conducting this RFI and participating in the RFI process in reliance upon the foregoing agreement.