



REQUEST FOR OFFER

ENERGY RESILIENT MUNICIPAL CRITICAL FACILITIES

RESPONSE DUE

by

5:00 PM PT

on

February 21, 2024

Protocol Date: April 16, 2024

For complete information and possible updates regarding this procurement, please see RFO posted at avaenergy.org/solicitations/. Thank you for your interest!

TABLE OF CONTENTS

1. Overview	4
a. Purpose	4
b. Background	4
c. Objectives	5
d. Schedule	7
e. RFO Process	9
f. Supplier Diversity	10
g. Disclaimers for Rejecting Offers and/or Terminating this RFO	10
2. Project Information Provided	10
a. Electrical and Structural Assessments	11
3. Project Site Walks & Permitting Documentation	11
4. Removal	11
5. PPA Structure	11
6. Eligibility	12
a. Project Viability Requirements	12
b. Proposal Statement of Qualifications	14
7. Evaluation Criteria	15
a. Supply Chain Responsibility	16
8. Guidelines for Offer Development	16
a. Price	16
b. Solar and Solar + Storage Developer Agreement	16
c. Compliant Submission Specifications	17
9. Required Information	17
a. Submission Overview	17
b. Required Documents for Offers	17
c. Required Documents at Shortlisting	19
10. Communications	21
11. Respondent Representations	21
12. Termination of RFO-Related Matters	22

13. Attachments	22
14. Protest	22
15. Interpretation	23
16. Code Adherence and Policies	23
17. Terms and Conditions of Agreement	23
18. Insurance Requirements	23
19. Public Nature of Proposal Material	24
20. Disclaimer	24

1. OVERVIEW

A. PURPOSE

Ava Community Energy Authority (Ava) is soliciting competitive proposals for the following scope, consistent with the terms and provisions in this Request for Offers (RFO):

- **Power purchase agreements (PPA)** from qualified third-party developers to install, own, operate and maintain solar photovoltaic and solar + battery energy storage systems via their own EPC contractor.

B. BACKGROUND

Ava is a Joint Powers Authority formed on December 1, 2016, pursuant to California Government Code §§ 6500 et. seq. On August 10, 2017, Ava filed its Community Choice Aggregator (CCA) Implementation Plan with the California Public Utilities Commission (CPUC). On September 7, 2017, the CPUC provided PG&E notice of the receipt of Ava's Implementation Plan, and on November 8, 2017, the CPUC certified Ava's Implementation Plan. Ava began serving commercial, industrial, and municipal customers in June 2018, and began serving residential customers in November 2018. Ava currently serves the County of Alameda, and each of the following cities incorporated therein: Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Oakland, Piedmont, San Leandro, and Union City. In April 2021, the cities of Newark, Pleasanton and Tracy joined Ava's service territory. The city of Tracy is located in San Joaquin County. Ava's audited financial statements are available upon request.

Ava is tasked with the development and management of energy-related climate change programs that help local government JPA members achieve local and state goals faster. Through its Local Development Business Plan ("LDBP"), Ava is strategically developing distributed energy resource solutions, including local Solar and Solar + Storage projects and programs, plug-in electric vehicle charging infrastructure, building electrification and energy efficiency programs that provide net benefits to customers, including Ava's public partners.

Substantial work has been completed by Ava prior to the issuing of this RFO. Starting in 2019, Ava began working with its member cities to assemble a list of hundreds of critical facilities across its service territory, ranging from fire stations and emergency operation centers, to schools and community centers. An initial portfolio-level assessment examined each site's natural hazard exposure, service to the community, and solar and battery potential, providing a set of key sites with preliminary energy resilience system sizes. This preliminary assessment identified an aggregated capacity of approximately 10 MW of solar and 25 MWh of storage across the Ava's member cities.

This RFO seeks to build on previous work, and offers sites across the cities of Berkeley, Emeryville, Fremont, Hayward, Livermore, Oakland, Pleasanton and San Leandro. The current procurement offers a portfolio of 61 sites, with an estimated 10.2 MW aggregated solar AC and 20.9 MWh of aggregated battery storage at 61 core sites, and an additional 48 sites available for solar and storage.

Sites were identified via engagement with city leaders, facility managers, and other stakeholders, a refined list of critical sites was identified for the current procurement. Ava-funded interconnection applications for a portion of the sites included in this procurement deemed to provide the most benefit from NEM 2.0 treatment, and associated information developed through the

interconnection application process is included in **Attachment G: Project Site Information**. The master power purchase agreement (PPA) currently being solicited through this RFO is the next step toward implementation.

Following award, the Selected Respondent will continue the effort through the installation and operation of the Solar and Solar + Storage systems including proper training of system operations to the facilities managers. Going forward, the Selected Respondent will continue to stay engaged through operating and maintaining the systems for the duration of the PPA term. Respondent(s) must not contact the Cities, County, or attempt to visit the sites for any reason during the development of their proposal or they will be disqualified.

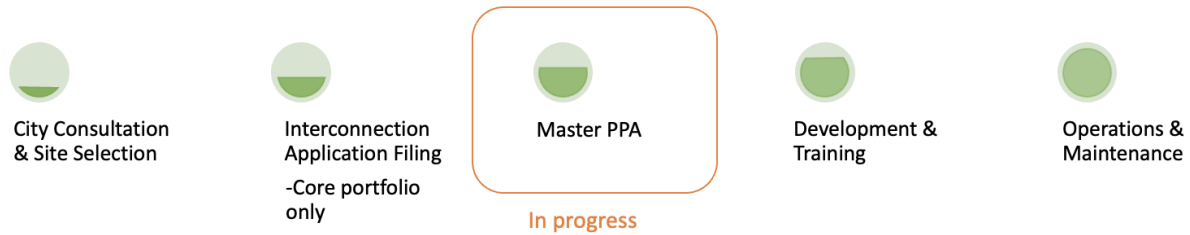


Figure 1: Portfolio Development Cycle and Status

C. OBJECTIVES

This program results from a desire by Ava to reduce barriers to solar and solar + storage deployments for local governments in our territory. Local governments often do not have the available staff time, financial resources, or technical expertise to advance these types of projects and may have relatively small facilities with commensurately small projects that cannot take advantage of bulk purchasing. Similarly, solar and storage contractors face high customer acquisition and initial project development costs, which are relatively higher for smaller facilities that cannot support larger solar deployments.

Recognizing these barriers, Ava has undertaken this program with the following goals:

- To reduce the burden and associated costs for both local governments and Respondents for site identification, evaluation, and design work by Ava conducting this initial work with the services of an established solar design and engineering firm
- To reduce equipment costs via aggregation of sites into a larger portfolio for higher volume purchasing
- To reduce Respondent contracting costs via Ava serving as a single counterparty for all the customers and sites in the portfolio
- To comply with local government public contracting requirements through this RFP and uniform contractual terms such as prevailing wage
- To reduce project drop-out risk by obtaining formal city council resolutions from Cities, the portfolio customers, of their interest in the projects and commitment from Cities to execute contracts if Ava can provide PPA pricing that results in net benefits.

This program will be an ongoing program with continual intake of new facilities for solar and solar + storage deployments.¹

Ava is issuing this Energy Resilient Municipal Facilities RFO to procure Solar + Battery Energy Storage Systems (“Solar and Solar + Storage”) to provide resilience during emergencies and grid outages on city-owned facilities served by Ava.

The Selected Respondent will install, own, operate and maintain a portfolio of Solar and Solar + Storage systems through a PPA deployment model. Ava expects respondents to provide all development services required to deliver the contracted products defined in the RFO Protocol and PPA.

Ava seeks respondent teams led by asset owners, with delivery via internal or contracted fully integrated EPC firms to bring a full financing and development team to execute the scope required for implementation of the PPA. Ava prefers teams led by asset owners with clearly identified EPC in the following order: EPC as a part of the same firm as asset owner, EPC as a part of a related firm as asset owner, external EPC currently contracted with asset owner.

Ava does not intend to finance pre-development, development, equipment or other costs to reach operation at facilities in this portfolio. Ava will provide PPA payments to selected respondent(s) as its only form of financial contribution to this portfolio.

The portfolio consists of eight (8) city-specific portfolios (for JPA members Berkeley, Emeryville, Fremont, Hayward, Livermore, Oakland, Pleasanton, and San Leandro) representing 61 facilities and approximately 10.2 MW aggregated solar AC and 20.9 MWh of aggregated battery storage capacity. These estimates are subject to refinement through the bidding process. Respondents are required to submit offers for the 61 sites with interconnection applications that are cost-neutral over the PPA lifetime on a City portfolio basis based on rates in effect on date of protocol issuance (Feb 5, 2024). In order to ensure cost neutrality at the city portfolio level, respondents shall include battery capacity-based financial incentives on a per-city basis, as shown in Attachment C. This incentive will be provided by Ava to the selectee over the 20 years of the PPA, contingent upon participation in Ava’s battery management program.

If selected as the final respondent, and after providing a firm price for the 61 sites with interconnection applications, respondent will engage with Ava to propose additional sites that may fit into a City portfolio while still providing cost savings at the City portfolio level. Cost neutrality to be estimated and demonstrated by respondent.

	Sites with Interconnection Applications	Additional Sites
# of Sites	61	48
MW PV	10.2 MW	As proposed by respondent
MWh Storage	20.9 MWh	As proposed by respondent

¹ Selection from this solicitation does not guarantee selection for future rounds of the program.

Figure 2: Portfolio Sizes

Ava is procuring these services and will be the PPA counterparty to the Selected Respondent on behalf of the JPA member Cities.

The Solar and Solar + Storage systems are intended to be designed and operated with the following benefits in mind:

1. Provide resiliency back-up for critical loads in the event of grid outages for sites with battery storage.
2. Reduce customer energy bills through Time-of-Use (TOU) energy and demand charge reductions.
3. Manage battery discharge during TOU periods to reduce both customer bills and Ava wholesale energy procurement requirements (i.e., Resource Adequacy capacity requirements).
4. Reducing reliance on existing diesel-powered generators, minimizing CO₂ equivalent emissions.

Respondents should note that the primary objective of the RFO is to add resilience to municipal facilities, allowing them to operate emergency loads using Solar and Solar + Storage technologies during a potential grid outage. Battery systems should be sized to cover at least 25% of peak demand. At a minimum, the facility must be able to island from the grid during a Public Safety Power Shutoff (PSPS) or other unplanned interruption in service and operate for multiple days while maintaining critical services. If a generator exists at the facility, the Solar and Solar + Storage system is to operate in parallel with the generators to either support full back-up power or partial back-up via the emergency panel(s) supporting critical loads. In instances where the facility load can be supported by the Solar and Solar + Storage systems alone, a microgrid controller shall be included in the response to allow for the optimization of the Solar and Solar + Storage generation, reducing overall CO₂ emissions as well as annual fuel cost savings.

D. SCHEDULE

The RFO schedule is subject to change at Ava’s discretion and Ava will attempt to notify RFO Respondents of any schedule changes via email. Any changes will also be reflected on the RFO webpage (<https://avaenergy.org/solicitations/>). Ava bears no liability or responsibility to any Respondent for any change in the schedule or for failing to provide notice of any change.

The expected schedule for this RFO is as follows; all times listed in Pacific Prevailing Time (PPT) based on the clock at Ava’s office:

Date/Time	Event
Ongoing	Respondents may register online to receive notices regarding the RFO.
July 31, 2023	Ava issues RFO.
August 10, 2023 2-3pm	Optional Respondent Webinar
September 22, 2023 no later than 5pm	Deadline for submission of Attachment A: Statement of Qualifications.

<p><i>No later than</i> September 27, 2023</p>	<p>Ava notifies respondents of shortlisting results.</p> <ul style="list-style-type: none"> • Ava will provide Attachment F for signature (provided for respondent review with RFO attachments) to shortlisted respondents as quickly as possible after shortlisting. • Shortlisted respondents will receive access to Attachment G: Site data upon full execution of Attachment F: NDA.
<p>December 11, 2023 <i>no later than 5pm</i></p>	<p>Final deadline to submit questions.</p>
<p>December 19, 2023</p>	<p>Ava to provide Q&A document, inclusive of all questions received by deadline to submit questions.</p>
<p>February 21, 2024 <i>no later than 5pm</i></p>	<p>Offers due. Must include items as defined in Section 9.B.</p> <p>Offers must be submitted via Dropbox, including all required files and related information. A private Dropbox link for uploads will be provided by Ava.</p>
<p>February 24 – March 1, 2024</p>	<p>Interviews held with respondents. In-person at Ava’s Oakland office preferred.</p>
<p>March 4, 2024</p>	<p>Notification for shortlisted respondent(s), and negotiation on final terms begins.</p> <ul style="list-style-type: none"> • Upon shortlisting, respondents to propose needs and approach to coordination with Ava to finalize scopes of work at 61 sites with interconnection applications.
<p>April 30, 2024</p>	<p>Final respondent selection. Negotiations completed, with the following information provided to Ava:</p> <ul style="list-style-type: none"> • Final portfolio description for 61 core sites, including proposed scope of work by site • Final contract terms, including PPA rates and agreed upon incentive levels <ul style="list-style-type: none"> ○ PPA pricing financier intends to execute on broken out by city ○ Comprehensive list of project assumptions that influence pricing, except for financing related assumptions, e.g., debt and tax equity terms • Confirmation that the PPA has no terms that would compromise the execution of the PPA. Description of preferred transfer documents, if financier is not comfortable with Asset Transfer form documents from Ava. Confirmation that EPC agreement has no terms that would compromise its execution, if needed. Description of financier’s internal diligence process to achieve a deal closing and outstanding diligence items to be addressed • Date by which financier anticipates closing on the transaction • Final development, construction, and commissioning schedule
<p>May 2024</p>	<p>Review of Selected Respondent by Ava Board of Directors.</p>

Figure 3: RFO Schedule

E. RFO PROCESS

By responding to this RFO, Respondents agree to be bound by all terms and conditions of the RFO including any changes or supplements that may be issued by Ava.

Webinar: Ava will hold a Respondent Webinar on the date listed in d. Schedule to review key information in this protocol related to the solicitation and form agreement terms. Questions will be answered if time allows. All interested parties may register for the webinar with this link: <https://ebce-org.zoom.us/j/89166677154?pwd=SWc5NUFhSVlIRHJ3R0svZ0ZDM0hmdz09> Meeting ID: 891 6667 7154, Passcode: 715616. Attendance is not mandatory.

Statement of Qualifications: All Respondents who wish to submit Offers must first complete and submit a Statement of Qualifications (SOQ) via e-mail to 2023-municipal-facility-RFO@avaenergy.org. SOQ must be submitted no later than the date listed in d. Schedule. SOQ form can be found in **Attachment A**.

Shortlisting: After shortlisting and return of the executed Ava Customer Data Sharing NDA (**Attachment F**), qualified respondents will receive a unique submission folder link on Dropbox and **Attachment G**: Project Site Information, which provides additional site-specific data to inform the respondent's bid (i.e., interval data, available as-builts, interconnection applications as available).

To ensure rapid receipt of **Attachment G** after shortlisting, respondents are urged to review Ava Customer Data Sharing NDA (**Attachment F**) while preparing their Statement of Qualifications. The NDA is provided for respondent review as a part of the RFO attachments, and request for redlines on the NDA will result in delayed execution. Ava will not extend the offer deadline based on delays from shortlisted respondents in executing the NDA.

Offers Due: Offers must be submitted via the respondent-specific Dropbox folder that will be designated and shared upon shortlisting. Offers are due no later than the date listed in d. Schedule. Offers must include all documents described in **Section 9: Required Information**.

Offer Selection: Ava will evaluate Offers in accordance with the terms described in **Section 7: Evaluation Criteria** and be based upon reasonableness and desirability of commercial terms reached by both parties through the negotiations process.

Following initial review of offers, Ava will engage in limited negotiations with counterparties as relevant to the Offer(s). The final selection of Offer(s) for execution will be evaluated for reasonableness and desirability of commercial terms reached by both parties through the negotiations process.

Presentation to Board/Council: Ava will present contracts for the transaction(s) it hopes to execute to its Board of Directors in advance of execution. Market sensitive terms may be redacted for public review given engagement with Ava and/or Cities.

Execution of Contract: Ava will seek to execute the contract following Board or Council, as relevant, approval of the proposed transaction. It should be noted that the Solar + Storage Developer Agreement (**Attachment E**) is based on a PPA form that has been developed and reviewed by the City Attorneys of our member cities.

In the event that there are substantive amendments of the Agreement or if the Board/Council(s) require additional information related to projects in the portfolio or other inquiries, the approval of the contract and execution will be delayed. Ava maintains the right to execute the Agreement along an earlier or later timeline if commercial terms are agreed to faster or slower than described in the RFO schedule.

F. SUPPLIER DIVERSITY

Pursuant to California Senate Bill 255, Community Choice Aggregators (CCAs) are required to report to the California Public Utilities Commission on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, Respondents that execute a PPA with Ava will be required to complete a Supplier Diversity questionnaire. Ava will not consider race, sex, color, ethnicity, or national origin in procurement decisions; providing such information in an Offer will not impact the selection process or good standing of executed PPAs.

Ava encourages all eligible parties to get certified with the CPUC as a woman, minority, disabled veteran and/or LGBT owned business enterprise (WMDVLGBTBE).

For overview information on the CPUC Supplier Diversity Program, please visit the program homepage (<https://www.cpuc.ca.gov/supplierdiversity/>). For information on the certification process and requirements, please visit the Certifications page (<https://www.cpuc.ca.gov/Certifications/>).

G. DISCLAIMERS FOR REJECTING OFFERS AND/OR TERMINATING THIS RFO

This RFO does not constitute an offer to buy and creates no obligation to execute any PPA or enter into any transaction as a result of the RFO. Ava retains the right, at its sole discretion, to reject any Offers on the grounds that it does not conform with the terms and conditions of the RFO and reserve the right to request additional information at any time during the solicitation process.

Ava retains the right to: (1) modify this RFO and/or Solar and Solar + Storage Developer Agreement and/or form PPAs as they deem appropriate to implement the RFO, comply with applicable laws, or best meet the organizations' evolving understanding of their procurement needs; or (2) reject any Offer on the basis that it is not competitive or is the result of market manipulation.

Ava will not be liable in any way by reason of such withdrawal, rejection, suspension, delay, or termination to any Respondent, whether submitting an Offer or not.

Respondents are required to disclose any past, ongoing, or potential conflicts of interest which the Respondent may have which could affect performing the work for this project and service.

2. PROJECT INFORMATION PROVIDED

Project sites have varying levels of information available. Some sites have information such as as-builts, solar production reports, interconnection applications and associated data, and hourly interval data for review. Twenty-nine sites with interconnection applications contain additional

information based on site visits by independent engineers. Respondents should use this more detailed, site-specific information to support estimation of costs for the remaining sites with interconnection applications. Additional sites have varying levels of information available for review, but at a minimum include hourly interval data and initial solar production reports.

Site information is contained in **Attachment G**, which will be provided to Respondents by Ava upon shortlisting and receipt of the customer data-sharing NDA.

Site information contained **Attachment G** is not intended to direct the Respondent to a certain equipment vendor or specification; it is provided as reference material only. Information contained in **Attachment G** must be verified through additional due diligence that will be carried out by the Respondent. Once the Respondent executes the customer data-sharing NDA with Ava, they will receive Ava's site data, such as full site reports, hourly interval data, and available as-built drawings and initial solar production reports.

A. ELECTRICAL AND STRUCTURAL ASSESSMENTS

After awarding the contract, it is the Respondent's sole responsibility to verify the existing electrical and structural infrastructure(s) to provide a safe and functional Solar and Solar + Storage system(s).

3. PROJECT SITE WALKS & PERMITTING DOCUMENTATION

Respondents should provide a list of sites to be visited to finalize pricing and a proposed approach for coordination with Ava to facilitate these site visits upon shortlisting.

The site walks will also facilitate the development of permit sets, if the shortlisted respondent is selected as the final respondent(s). Upon final selection, the Respondent(s) must provide a detailed schedule and planned activities explaining the best approach for each site which will ultimately include:

1. Issuing stamped permit sets for Ava to review prior to submitting to each City.
2. Issuing a construction plan for Ava to review and facilitate coordination with City staff prior to construction.
3. Issuing commissioning plan for Ava to review prior to commissioning and recommending a 3rd Party commissioner (TBD).
4. Issuing stamped as-built sets to Ava, and continuing to operate and maintain the Solar and Solar + Storage systems per the Solar and Solar + Storage Developer Agreement.

4. REMOVAL

The Respondent will be responsible for removing or commencing substantial efforts to remove the Solar and Solar + Storage Facilities no later than 90 days after expiration of the contract term.

5. PPA STRUCTURE

Ava worked closely over a period of two years with four of our member Cities to develop a template PPA for Solar and Storage via the respective City Attorneys included with this solicitation. In addition, the City Councils of each City with sites participating in this RFO (Berkeley, Emeryville, Fremont, Hayward, Livermore, Oakland, Pleasanton and San Leandro) have independently passed Council Resolutions committing to sign the pre-approved PPAs as long as the solar and storage assets do not raise energy costs to each City over the term of the PPA. Ava may procure a partial portfolio of sites to comply with this requirement, informed by funding and cost effectiveness threshold described in “Objectives” above.

Ava intends to enter into a PPA with the Selected Respondent to procure solar and storage at the facilities proposed in this RFO. Ava also intends to enter into PPAs with each of the eight Cities listed above to provide solar and storage at the facilities proposed in this RFO, serving as the counterparty to the Cities for the duration of the PPA. Ava’s goal for engaging the Cities and Selected Respondent in this “sleeve” contract structure is to streamline and centralize activities where possible, yielding lower transaction costs and times for Respondents, and decreased administrative burden on Cities.

Upon final Respondent selection, the Cities will undertake city-specific activities to approve the Ava/ City PPA, which represents the culmination of city-specific Council Resolutions that have already been passed to participate in this procurement. Ava will finalize and execute the Ava/ Developer PPA (e.g., the finalized Solar and Solar + Storage Developer Agreement) once the Cities have approved the Ava/ City PPA.

The Selected Respondent will be expected to bill Ava per the Ava/ Developer PPA. Ava expects to receive meter data from facilities installed under the PPA, invoices from the Selected Respondent for facilities installed under the PPA, and to audit meter data against invoices. Ava will be responsible for invoicing Cities based on the information provided by the Selected Respondents invoices.

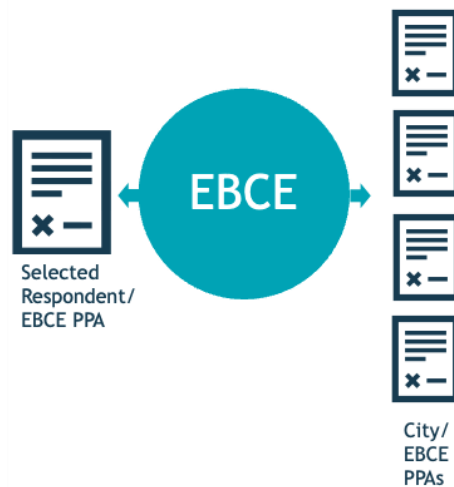


Figure 4: PPA Sleeve Structure

6. ELIGIBILITY

A. PROJECT VIABILITY REQUIREMENTS

All Offers must meet the requirements detailed in each of the following sections and should be addressed in the Preliminary Engineering Package (**Attachment D**).

Respondents attest that all eligibility requirements are met and acknowledge that Ava retains the right to request documentation at any time to verify project details or status.

i. Equipment Performance Requirements

The site-specific solar and battery sizes provided in the Preliminary Project Site Reports are intended to be used as minimum sizes to achieve desired resiliency.

1. It is expected that the Respondent will propose alternate sizing based on proprietary technologies and optimization considerations. At a minimum, the system must be able to support critical loads, estimated at 25% of peak consumption, during a multi-day outage while the facilities managers/operators will need to manage those loads to extend the battery usage accordingly.
2. High fidelity state-of-charge for resilience (SOCr) values should be calculated every 15 minutes, based on load and solar forecasts. Shortlisted respondents will have interval data beginning in Stage 2.
3. Critical load circuits are to be verified by the selected respondent(s).

ii. Equipment Specification

All Solar and Solar + Storage equipment must comply with the following:

1. Solar modules must be UL 1703 listed with a minimum efficiency of 20% and wattage greater than 400W-DC. Modules must be on the latest version of the [CEC-approved solar equipment list](#) (e.g., BIPV is not allowed).
2. Solar inverters must be UL 1741 listed. For rooftop systems, inverters must have rapid shutdown capabilities. Micro-inverters, optimizers and full rapid shutdown inverter systems are approved. Inverters must be on the CEC-approved list.
3. Batteries shall be UL 1973 listed. Lithium-Ion and Lithium Ferro Phosphate (LFP) are both approved. (Lead-acid batteries are not allowed.)
4. Solar rooftop, carport structures and ground mounts structures must be stamped by a professional licensed structural engineer and comply with UL 2703 integrated grounding.
5. Microgrid controllers and all associated Energy Management System (EMS) devices must be UL listed. Third-party commissioning of the complete Solar and Solar + Storage system at each facility is required.
6. Equipment standardization of solar modules, solar inverters, battery storage systems, switchgear, panel boards, automatic transfer switches, remote controlled circuit breakers and EMS/Microgrid control systems across all the sites is highly encouraged for O&M purposes and to keep cost to a minimum.
7. All meters including sub metering must be revenue grade and have an accuracy of at least 0.2% with serial or ethernet communication.

iii. Communications Portal

All data communications and alarms from the Solar and Storage will be shared and maintained by the Respondent via a web portal of their choice. Ava and the Cities will have access to the portal but will not actively monitor system status. It is therefore expected that the Respondent will provide monitoring and maintenance support as detailed in **Attachment D**. The Respondent will provide Ava with a demonstration of the selected monitoring platform during negotiations.

iv. Microgrid Modes of Operation

The installed Solar and Solar + Storage systems require automation that allows for two primary microgrid modes: 1) normal grid-connected operations (i.e., Blue Sky) and 2) emergency and non-emergency (planned outages) island operations.

During normal operations, the microgrid will maintain a minimum reserved state-of-charge (SOC) of twenty-five percent (25%) for resilience (SOCr). The remaining contracted capacity will be cycled daily to provide economic optimization.

The islanded mode of operation is required to provide the following functionality:

1. Disconnects seamlessly from the grid upon grid outages and reconnects seamlessly upon grid restoration.
2. Capable of black start and operating as 'Grid Forming' while islanding off-grid.
3. Capable of operating with existing generators on sites where emergency panels and full back-up systems already exist at the facility.
4. Always maintains defined critical loads which are defined as loads that are not to be shed for any reason via an Energy Management System (EMS) where site controllers dispatch pre-loaded smart algorithms to meet site specific applications.
5. At minimum the applications must support: demand charge management, TOU (Time Of Use) shifting, self-consumption, non-export, backup power/microgrid - ATS, PV integration, frequency regulation and control of existing generators.
6. 24/7 monitoring and alarm notifications must be sent from EMS to key personnel.

v. Commencement of Commercial Operation Date

The Solar and Solar + Storage must be able to begin commercial operation no later than September 1, 2025, but respondents are encouraged to develop schedules with site level detail that ensure sites with NEM 2.0 interconnection applications are able to meet the requirements to receive NEM 2.0 treatment.

B. PROPOSAL STATEMENT OF QUALIFICATIONS

The Respondent must include information in the Statement of Qualifications Form (**Attachment A**) that demonstrates that they can satisfy all of the following minimum qualifications:

1. Asset owner's balance sheet contains assets of at least \$1 million.
2. Asset owner's development approach includes an identified EPC.
3. Within the last five (5) years the Respondent has financed or secured financing of at least

three (3) Power Purchase Agreement (PPA) projects of at least 500 kW DC each.

4. Within the last five (5) years the Respondent has served as EPC for at least (3) multi-site solar or solar + storage projects which include systems up to 500 kW DC.
5. Within the last five (5) years the Respondent or its subcontractor(s) have achieved COD for at least three (3), multi-site solar PV projects which include systems up to 500 kW DC.
6. BESS provider has installed and received permission to operate, or is actively engaged on project construction for portfolios of solar + storage systems for resilience.
7. Microgrid provider has installed and received permission to operate, or is actively engaged on project construction, for at least three microgrid projects.
8. Microgrid control software has been in use for at least one (1) year on multi-site solar PV projects, totaling at least 10 sites, which include systems up to 500 kW DC.

7. EVALUATION CRITERIA

For shortlisted respondents that have met the eligibility requirements described above, Ava will employ the evaluation criteria described in this section to select Offers for shortlisting and final selection, using qualitative evaluation criteria in its review of the proposals. Qualitative evaluation criteria include:

1. The qualifications of the Respondent and its agents, employees, and sub-consultants in completing projects of a similar type, size, and complexity. Ava may consider Respondent’s timely and accurate completion of similar projects within budget.
2. The feasibility of the proposal based upon the methodology of the proposed Scope of Services, the reasonableness of the Pricing Proposal, and the proposed terms of agreement.
3. Respondent’s understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFO.

Ava will score proposals using the following evaluation rubric:

Criterion	Measurement Approach	Weight (%)
Pricing	Reasonableness of pricing proposal as bid in the offer sheet inclusive of term, escalation rate and associated metrics that meet the cost effectiveness objectives.	30%
Experience and Qualifications	Strength of proposed project team and history of projects with similar technologies and/or goals as well as similar type, size, and complexity completed and excellent references from prior customers.	30%
Technology	Ability to meet resilience needs and goals, such as black-start and load management capabilities.	15%
Schedule	Demonstration of ability to execute a multi-site portfolio coordinating with multiple parties by the expected commercial operation date, including effective change management.	15%
Contract Terms	Ability to accept template PPA.	10%
	TOTAL	100%

Figure 5: Proposal Evaluation Criteria Matrix

The Respondent must also be able to provide:

1. Class B License & any other relevant Licenses (i.e., C-10 or C-46 licenses) for scope(s) of work proposed
2. Evidence of Bonding Ability
3. Evidence that Insurance Requirements can be met

A. SUPPLY CHAIN RESPONSIBILITY

Ava contracts with small and local businesses to the maximum extent possible. Ava may consider status as a small business enterprise (SBE) – i.e. registered as a small business with a state or federal agency – in the Offer review and evaluation process.

For more information on SBE status, please visit the Governor’s Office of Business and Economic Development (www.business.ca.gov), Employment Development Department (www.edd.ca.gov), or U.S. Small Business Administration (www.sba.gov).

8. GUIDELINES FOR OFFER DEVELOPMENT

A. PRICE

Respondents must submit offers with their best price using the respective tabs in the Offer Form (**Attachment C**). The price must be stated using the provided format. The proposed pricing should reflect the anticipated work to be performed and payment provisions that would be set forth in a subsequent agreement, if awarded. The proposed pricing will include all services to be performed by the Respondent, and clearly identify key cost drivers such as incentive assumptions, contingencies and exclusions, where relevant.

The projects will include delivery of Renewable Energy Certificates (RECs) for Ava. The price submitted for an Offer must include (1) all awards, subsidies, tax credits applicable to the Project; (2) any costs incurred by the Respondent including any interconnection costs where relevant; (3) the acceptance of the non-price terms and conditions of the Solar and Solar + Storage Developer Agreement, except to the extent that Respondent specifically rejects a non-price term or condition; and (4) all other benefits the Respondent expects to apply.

B. SOLAR AND SOLAR + STORAGE DEVELOPER AGREEMENT

The Respondent will review the Solar and Solar + Storage Developer Agreement (**Attachment E**) and identify, by redline, any portions the Respondent desires to amend either by addition, deletion, or modification. Redlines and comments are expected to be complete and informed by consultation across all entities relevant for delivery of the scope(s) proposed.

Respondents are required to disclose any past, ongoing, or potential conflicts of interest which the respondent may have which could affect performing the work for this project and service. It should be noted that the Solar + Storage Developer Agreement (**Attachment E**) is based on a

PPA that has been subject to extensive previous review by the City Attorneys representing Ava’s members. Redlines may require additional negotiation with City counterparties.

C. COMPLIANT SUBMISSION SPECIFICATIONS

All Offers must meet the following specifications in order to be considered for selection. Please ensure that Offers 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.

Products	Solar + Storage
Location	Cities of Berkeley, Emeryville, Fremont, Hayward Livermore, Oakland, Pleasanton, and San Leandro
Term	20 years
Price	Attachment C: Offer Form
Installed Capacity (MW)	<ol style="list-style-type: none"> 1. Base Case (i.e., portfolio comprised of sites with interconnection applications): 10.2 MW of solar photovoltaics and 20.9 MWh of battery storage (nameplate capacity). 4. Additional Sites Case: Solar and battery storage to be proposed by respondent (nameplate capacity).
Expected Commercial Operation Date (COD)	On or prior to September 1, 2025.

Figure 6: Submission Specifications

Offers should be submitted for the Base Case installed capacity, and demonstrate lifetime cost savings in each City portfolio.

9. REQUIRED INFORMATION

A. SUBMISSION OVERVIEW

All information submittals related to this RFO must be made via the Respondent’s unique Dropbox submission folder. A link will be provided upon shortlisting.

B. REQUIRED DOCUMENTS FOR OFFERS

The following documents must be completed and submitted to constitute a complete Offer to this solicitation. Deadlines require unique form submittal requirements; please refer to the matrix

below to determine which documents are required to be submitted with each deadline. The relevant documents are included as Attachments to this solicitation and noted below.

- i. Statement of Qualifications (Attachment A)
 - File Format: PDF
 - File Name: Statement of Qualifications_RespondentCompanyName
- ii. RFO Participation Agreement (Attachment B)
 - Respondent must have a duly authorized officer of the Respondent entity execute the agreement. **Only one Participation Agreement is required per Respondent.**
 - Note: The Participation Agreement covers all requested information, including Respondent attestation to the truthfulness of project details. Submitting a falsified Participation Agreement will result in elimination from the RFO.
 - File Format: PDF
 - File Name: RFO Participation Agreement_RespondentCompanyName
- iii. Completed Offer Form (Attachment C)
 - Please provide all applicable information requested in the Offer Form tabs.
 - File Format: Microsoft Excel
 - File Name: Offer Form_RespondentCompanyName
- iv. Preliminary Engineering Package (Attachment D)
 - File Format: PDF
 - File Name: Preliminary Engineering Package_ RespondentCompanyName
 - Must include:
 - Summary of approach
 - Vendors proposed
 - Equipment specifications and warranties
 - Schedule
 - Drawings are optional
- v. Executed Ava Customer Data Sharing NDA (Attachment F)
 - File Format: PDF
 - File Name: Ava Customer Data Sharing NDA_ RespondentCompanyName
- vi. Redlined Solar and Solar + Storage Developer Agreement (Attachment E)

- Please include a redline of the Developer Agreement relevant to your Offer in “tracked changes” format.

Redlines should reflect all necessary changes that Respondent requires in connection with the pricing set forth in the Offer. Redlines and comments are expected to be complete and informed by consultation across all entities relevant for delivery of the scope(s) proposed. Requested changes must be identified with sufficient detail. **Comments such as “to be discussed” or “for discussion” or similar are not sufficiently detailed and will not be considered a necessary change for the Respondent.** Ava and will prioritize negotiations with Respondents that adapt their Offer to existing contract terms and conditions and limit requested changes to the pro forma contract.

- File Format: Word
- File Name: DeveloperAgreementName_RespondentCompanyName_Redlines

Required Documents	
Qualifications	<input type="checkbox"/> Statement of Qualifications (Attachment A)
Documents Required from Respondent Upon Shortlisting	<input type="checkbox"/> Executed Ava Customer Data Sharing NDA (Attachment F) Return this attachment as soon as possible. <input type="checkbox"/> Credit Rating and Financial Documents <input type="checkbox"/> License(s) and Bonding Evidence
Offer Documents to Ava	<input type="checkbox"/> RFO Participation Agreement (Attachment B) <input type="checkbox"/> Offer Form (Attachment C) <input type="checkbox"/> Preliminary Engineering Package (Attachment D). Must include <ul style="list-style-type: none"> • Summary • Proposed Vendors • Schedule • Optional: Engineering Drawings <input type="checkbox"/> Redlined Term Solar and Solar + Storage Developer Agreement (Attachment E)

Figure 7: Required Submission Documents per Stage

C. REQUIRED DOCUMENTS AT SHORTLISTING

The following items will be required within 5 business days of the shortlist announcement, but respondents are encouraged to submit them as soon as possible:

- i. Executed Ava Customer Data Sharing NDA

Shortlisted respondents are encouraged to submit the executed Ava Customer Data Sharing NDA (**Attachment F**) as soon as possible to enable Ava to countersign the NDA (note that Ava will provide Attachment F for signature to shortlisted respondents; the version provided is for respondent reference). Submission of Attachment F may precede submission of the other required documents at shortlisting.

Upon full execution, Ava will provide respondents with **Attachment G**, which contains site-specific data for the portfolio for use in bid development.

Ava will not extend the offer deadline based on delays from shortlisted respondents in executing the NDA. The NDA is provided for respondent review as **Attachment F**, and request for redlines will result in delayed execution.

ii. Proposed Approach for Site Visits

- iii. Respondents should provide a list of sites to be visited to finalize pricing and a proposed approach for coordination with Ava to facilitate these site visits upon shortlisting, including a schedule for Ava's consideration. Respondents should plan for site visits to be completed such that final pricing can be confirmed by final respondent selection as dated in **Section 1.D: Schedule.**

iv. Credit Rating and Financial Documents

Based on availability, counterparties must submit a financial statement for the most recent financial quarter, as well as audited financial statements for the most recent two fiscal years, or the period of existence of the counterparty, if shorter. If audited financial statements are not available, financial statements, as described below, should be submitted, signed and attested to by an officer of the counterparty as a fair representation of the financial condition in accordance with generally accepted accounting principles. The information should include, but is not limited to, the following:

If publicly traded:

- Annual and quarterly reports on Form 10-K and Form 10-Q, respectively
- Form 6-K and 8-K, if filed during the last period

If privately held or governmentally owned:

- Management's Discussion & Analysis (if available)
- Report of Independent Accountants (if available)
- Financial Statements, including:
 - Balance Sheet
 - Income Statement of Cash Flows
 - Statement of Stockholder's Equity (privately held only)
- Notes to Financial Statements

v. Licenses and Bonding Evidence

- Class B License & any other relevant Licenses (i.e., C-10 or C-46 licenses) for scope(s) of work proposed
- Evidence of Bonding Ability
- Evidence that Insurance Requirements can be met

10. COMMUNICATIONS

Ava has developed a solicitation website where Respondents may register for notifications, register for the Respondent Webinar, and where all RFO documents, information, announcements, and Q&A will be posted and made available to the market.

To promote efficiency and accuracy in communications, all Respondents must submit any inquiries via email to 2023-municipal-facility-RFO@Ava.org. Ava will not respond to any material questions submitted after the final question deadline provided in **Section 1.D: Schedule**. All answers will be compiled into a document and posted to the RFO website per the deadline provided in **Section 1.D: Schedule**. Ava reserves the right to combine, rephrase, or not respond to some questions.

11. RESPONDENT REPRESENTATIONS

By submitting an Offer, Respondent agrees to be bound by the conditions of the RFO Protocol, and makes the following representations, warranties, and covenants to Ava, which representations, warranties, and covenants will be deemed to be incorporated in their entirety into each of Respondent's submittals and are deemed to be material to Ava's consideration of the proposals:

1. Respondent agrees that Ava is not liable to any Respondent 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 Respondent has no legal recourse against Ava, its Members, directors, officers, employees, and agents for rejection of their submittal(s).
2. Respondent 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. Respondent has obtained all necessary authorizations, approvals, and waivers, if any, required by Respondent to submit its offer pursuant to the terms of this RFO.
4. Respondent acknowledges that Ava reserves the right to suspend this RFO or issue a new RFO that would supersede and replace this RFO.
5. Respondent warrants that it has no employees in its employ who in any capacity have a position at Ava that enable them to influence the selection of a Respondent or any competing RFO, nor does Respondent have in its employ any Ava Director, including any Regular or Alternating Directors (collectively "CCA Director") or Ava employee who is the spouse or economic dependent of such an Ava employee. A list of current Ava Directors can be found on the Ava's website (<https://avaenergy.org/who-we-are/>). This list may be updated from time to time.
6. Respondent's submission complies with all applicable laws.
7. Respondent warrants that all information submitted by Respondent in connection with this RFO is true and accurate as of the date of the Respondent's submission. Respondent also covenants that it will properly update any submitted information immediately upon

any material change thereto.

8. Respondent acknowledges and accepts that Ava does not intend to provide collateral or performance security in connection with any PPA.

12. TERMINATION OF RFO-RELATED MATTERS

Ava reserves the right at any time, in their sole discretion, to terminate the RFO without prior notification to Respondents and without liability of any kind. Grounds for termination may include, without limitation, that no Offers are deemed cost competitive or as a result of an inability to reach final commercial agreement between parties.

In the event of termination of the RFO for any reason, Ava will not reimburse Respondents for any expenses incurred in relation to the RFO.

13. ATTACHMENTS

The following Attachments are hosted on the RFO webpage and hereby made part of this RFO:

1. Ava Energy Resilient Municipal Facilities RFO Protocol
2. **Attachment A:** Statement of Qualifications
3. **Attachment B:** RFO Participation Agreement
4. **Attachment C:** Offer Form
5. **Attachment D:** Preliminary Engineering Package
5. **Attachment E:** Solar and Solar + Storage Developer Agreement.
6. **Attachment F:** Customer Data Sharing NDA

The following Attachments are available after submittal of **Attachment A:** Statement of Qualifications and **Attachment F:** Customer Data Sharing NDA, hereby made part of this RFO:

7. **Attachment G:** Project Site Information

14. PROTEST

If an unsuccessful Respondent wants to dispute an award or award recommendation, a protest must be submitted in writing to COO, Howard Chang, no later than ten (10) calendar days after notice that the proposer was unsuccessful, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes on the grounds that a material provision in this RFO is ambiguous. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.

The address for submitting protest(s) is:

Attention: Howard Chang, COO

Ava Community Energy Authority
1999 Harrison St, Suite 800
Oakland, CA 94612

Please submit electronic versions of any protest to Howard Chang at hchang@avaenergy.org.

15. INTERPRETATION

Ava shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by Ava or its representatives.

Should there be a need to clarify this RFO or any of its attachments, including but not limited to the Solar and Solar + Storage Developer Agreement, requests for clarification may be sent via e-mail at 2023-municipal-facility-RFO@avaenergy.org. Requests for clarification received after the deadline provided in **Section 1.D: Schedule** will not be considered.

If there are any discrepancies between the RFO and the Solar and Solar + Storage Developer Agreement (**Attachments F**), the Developer Agreement would apply.

16. CODE ADHERENCE AND POLICIES

Respondent shall agree to abide by all laws, rules and regulations of the United States, State of California, San Joaquin County, Alameda County, unincorporated Alameda County, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, Tracy, and Union City.

17. TERMS AND CONDITIONS OF AGREEMENT

Respondents shall enter into a contract with Ava Community Energy Authority in substantial conformity with the selected proposal, as mutually modified during negotiations with Ava. The Solar and Solar + Storage Developer Agreement (**Attachments F**), outlines the Ava's standard terms and conditions as part of the agreement between Ava and the successful Respondent. Ava reserves the right to negotiate project deliverables and associated costs.

All agreements will require the Respondent to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations. An agreement shall not be binding or valid unless and until it is approved by the Ava Community Energy Authority Board of Directors and executed by an authorized representative of Ava Community Energy Authority.

18. INSURANCE REQUIREMENTS

The Selected Respondent, at Respondent's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain insurance as required by Ava.

All policies, endorsements, certificates, and/or binders shall be subject to approval by Ava as to form and content. Insurance requirements are subject to amendment or waiver if so approved in writing by Ava. The Selected Respondent agrees to provide Ava with a copy of said policies, certificates, and/or endorsements.

19. PUBLIC NATURE OF PROPOSAL MATERIAL

All correspondence with Ava including responses to this solicitation will become the exclusive property of Ava and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to Ava will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Ava acknowledges that another party may submit information that the other party considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255) (Confidential Information).

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

Ava will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFO will be subject to public disclosure.

In order to designate information as confidential, the Respondent 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. Respondents 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. Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by Respondent as confidential information (such designated information, the “Confidential Information”), Ava will notify the Respondent as soon as practical that such request has been made. The Respondent shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by Ava. If the Respondent takes no such action after receiving the foregoing notice from Ava, Ava shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

If required by any law, statute, ordinance, a court, Governmental Authority or agency having jurisdiction over Ava, including the California Public Records Act, Ava may release Confidential Information, or a portion thereof, as required by the Applicable Law, statute, ordinance, decision, order or regulation. In the event Ava is required to release Confidential Information, they shall notify the Respondent of the required disclosure, such that the Respondent 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.

20. DISCLAIMER

Ava reserves the sole and discretionary right to (i) reject any offers received in response to this RFO for any reason, and (ii) accept any offers received after the deadline for submittals as indicated herein. Additionally, Ava reserves the right, at their sole discretion, to not enter into any transaction at the conclusion of this RFO. Ava shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal. Ava reserves the right to modify the terms and conditions of this RFO at any time based on changing needs and market feedback. Ava also reserves the right to rescind this RFO at any time prior to the execution of a binding agreement. Notwithstanding anything to the contrary, no proposal, bid, offer, or proposed transaction (however described) shall be binding upon Ava except pursuant to a written agreement signed by the authorized representative of Ava and the Respondent. Ava will not be liable at any time for any costs the prospective supplier may incur in preparing or submitting its response to this RFO.