



Ava Community Energy
Second 2026 Disadvantaged Communities Green Tariff
Request for Offers

Issuance Date: October 22, 2026

Final Response Deadline: December 17, 2026

This RFO supersedes and replaces the 2026 DAC-GT Request for Offers issued April 9, 2026. Offers submitted under the prior RFO must be resubmitted in accordance with this RFO.

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1. Overview

a. Purpose

Ava Community Energy (“Ava”) is soliciting competitive proposals (“Offers”) for the sale of renewable energy or paired renewable energy and energy storage up to Ava’s program capacity allocations for the Disadvantaged Communities Green Tariff (“DAC-GT”) program, consistent with the terms and provisions in this Request for Offers (“RFO”). Note that Ava may, in program marketing materials, refer to DAC-GT as “Ava Solar Discount Program”.

Ava is issuing this RFO to procure up to 11.25 MWac for the DAC-GT program, as authorized by the California Public Utilities Commission (“CPUC”).¹ Note that this amount is in aggregate, and Ava may select more than one project to reach this total.

In addition, if Ava determines that it has an open or remaining DAC-GT procurement need associated with prior solicitation cycles, Ava reserves the right to procure additional capacity beyond the 11.25 MW identified for this RFO. This flexibility is intended solely to ensure that Ava meets its total DAC-GT program capacity authorization.

Ava seeks Offers for the sales of RPS-eligible energy or RPS-eligible energy paired with energy storage for a contract term of 15 or 20 years.

Ava seeks energy, energy storage, and related products from new construction resources that are both (i) located in Ava’s current service area *and* (ii) no more than 5 miles from a DAC census tract in PG&E service area. Ava prefers deliveries beginning as soon as possible. Eligibility and preferences are described in greater detail in **Section 3: Eligibility** and **Section 4: Evaluation Criteria and Selection Process**.

Ava will use an auction process for the RFO and does not plan to accept edits to commercial terms outlined in the pro forma Power Purchase Agreement (“PPA”). The only edits accepted will be those required to accurately describe the contracted resource(s) and their operational parameters and capabilities.

b. Background

Ava Community Energy, formerly East Bay Community Energy, is a not-for-profit Joint Powers Authority that operates a Community Choice Energy program for Alameda County and San Joaquin County. Ava’s charter is to provide its customers with low carbon, cost-effective electricity that integrates innovative energy products and maximizes local benefits through the development of local solutions, ranging from increasing access to rooftop solar to supporting the adoption of electric vehicles. Ava supplies electricity to all accounts (residential, business, and municipal) and PG&E delivers it to our customers.

In 2018, the County of Alameda and 11 of its cities launched Ava (formerly East Bay Community Energy) as a not-for-profit public agency that governs this Community Choice Energy service. The Joint Power

¹ CPUC Resolution E-5124 established Ava’s initial DAC-GT program capacity based on the proportional share of residential customers located in DACs. The CPUC approved joint Ava AL-53-E/PG&E AL-7410-E in 2024, authorizing an additional 11.25 MW of DAC-GT program capacity for Ava.

Agency has expanded several times. Ava currently serves approximately 1.7 million residents and commercial customers in the following cities: Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Lathrop, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, Stockton, Tracy, and Union City. The unincorporated areas of Alameda County and San Joaquin County are also served by Ava.

For more information about Ava, visit AvaEnergy.org.

c. Expected 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/solicitation/second-2026-dac-rfo>. 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 time listed in **Pacific Prevailing Time (PPT)**.

Expected DAC-GT RFO Schedule

Date	Event
Ongoing	Respondents may register online to receive notices regarding the RFO.
October 22, 2026	Issuance. Ava issues RFO.
November 2, 2026	Webinar.
November 18, 2026	Final Questions due by 5:00 p.m. PPT. Final deadline to submit questions.
December 1, 2026	Final Q&A Posted. Ava to post Q&A document.
December 9, 2026	Notice of Intent (NOI) to Offer due by 5:00 p.m. PPT. Final deadline to submit NOI.
December 17, 2026	Offers due by 5:00 p.m. PPT. Offers, including all required files and related information, must be submitted via Dropbox.
January 29, 2027	Selection. Anticipated date Ava will notify Sellers via email of selection or shortlist status.
March 17, 2027	Presentation to Ava Board. Target date for approval of DAC-GT Offers by Ava Board of Directors.
March 24, 2027	Contract Execution. Anticipated date Ava will send standard contract for execution to all Sellers.
March 31, 2027	Advice Letter Filing of Executed PPAs. Anticipated date Ava will submit DAC-GT PPAs for CPUC Approval via Tier 2 advice letter.
May 5, 2027	CPUC Approval. Effective date will be contingent upon CPUC Approval.

d. 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.

Notice of Intent to Offer: All Respondents who wish to submit Offers must complete and submit a Notice of Intent to Offer (“NOI”) to 2026dacrfo@avaenergy.org in order to receive a unique submission folder link on Dropbox. Ava will provide a submission folder link within two business days of a NOI being returned. A NOI must be submitted per the schedule listed in **Expected Schedule**; early submission is welcomed.

Offers Due: Offers must be submitted via the Respondent-specific Dropbox folder that will be designated and shared upon return of a completed NOI and after the NOI deadline. Offers are due per the schedule listed in **Expected Schedule**. Offers must include all documents described in **Section 6: Required Information**.

Offer Selection: Ava will evaluate Offers in accordance with the eligibility requirements described in **Section 3: Eligibility** and the terms described in **Section 4: Evaluation Criteria and Selection Process**.

Presentation to Board: Ava will present contracts for transactions it hopes to execute to its Board of Directors in advance of execution. Pricing and other market sensitive terms may be redacted for public review, as allowed by law.

Execution of Contracts: Execution of contract will occur prior to review and approval by the CPUC. Contracts will become effective only after CPUC approval. Ava maintains the right to execute some contracts along an earlier or later timeline if commercial terms are agreed to faster or slower than described in the RFO schedule.

e. 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. For additional information, please visit <https://avaenergy.org/supplier-diversity/>.

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/>).

Ava encourages all eligible parties to get certified with the CPUC as a woman, minority, persons with disabilities, 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/>).

Additionally, in January 2024 Ava’s Board of Directors approved the Workforce and Environmental Justice Selection Criteria and this is reflected in Ava’s selection criteria and are translated into executed offtake agreements. For additional information, please visit <https://cdn.sanity.io/files/pc49kbjr/production/068e0ea9d0a70aff1c184a8f36c1644786a42f7b.pdf>

f. No Obligation for Ava to Enter into A PPA/Rejection of Offers/Modification of RFO Terms

This RFO does not constitute an offer to buy from Ava and creates no obligation for Ava 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 Offer at any time for any reason whatsoever prior to execution of a PPA, including on the grounds that such Offer does not conform with the terms and conditions of the RFO or that such Offer is not competitive or appears to be the result of market manipulation. Ava retains the right to waive technicalities or irregularities in any Offer.

Ava retains the right to modify this RFO and/or its form Term Sheets and/or form PPAs as it deems appropriate to implement the RFO, comply with applicable laws and applicable CPUC decisions, or best meet the organization's evolving understanding of its procurement needs.

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

2. RFO Goals

Ava seeks to procure up to 11.25 MWac of renewable resources for DAC-GT. CPUC Resolution E-5124 established Ava's initial DAC-GT program capacity based on the proportional share of residential customers located in DACs. The CPUC approved joint Ava AL-53-E/PG&E AL-7410-E in 2024, authorizing an additional 11.25 MW of DAC-GT program capacity for Ava.

In addition, if Ava determines that it has an open or remaining DAC-GT procurement need associated with prior solicitation cycles, Ava reserves the right to procure additional capacity beyond the 11.25 MW identified for this RFO. This flexibility is intended solely to ensure that Ava meets its total DAC-GT program capacity authorization.

3. Eligibility

All projects must be from new construction resources that are both (i) located in Ava's current service area *and* (ii) no more than 5 miles from a DAC census tract in PG&E service area. DAC-eligible census tracts within Ava's current service area are provided for initial reference by respondents in Attachment B, but eligibility must be confirmed independently by respondents. Additional eligibility criteria apply and are described below.

All Offers must meet the project design and viability requirements detailed in each of the following sections. Some of this information will be captured in relevant fields within the Offer Form(s). Some of this information must be provided in a written Project Narrative detailing the project site; instructions for the Project Narrative are detailed in **Section 6: Required Information** and in Attachment C.

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.

a. Project Design Requirements

1. DAC-GT Eligibility

- a. Location: The Project must be both (i) located in Ava's current service area and (ii) no more than 5 miles from a DAC census tract in PG&E service area. A disadvantaged community or DAC is defined as a census tract that is: 1) among the top 25% of statewide as identified by CalEnviroScreen 4.0 or CalEnviroScreen 5.0², or 2) one of the 22 census tracts that is in the top 5% of CalEnviroScreen 4.0 or CalEnviroScreen 5.0's Pollution Burden but does not have an overall CalEnviroScreen score due to unreliable socioeconomic or health data, or 3) 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. Ava reserves the right to reject projects relying on CalEnviroScreen 5.0 designations any time prior to contract execution if DAC designations have not been finalized by CalEPA.
- b. Eligible Resources:
 - i. The Project must be a) a new Renewable Portfolio Standard ("RPS")-eligible, front-of-the-meter generating facility or b) a new RPS-eligible, front-of-the-meter generating facility with energy storage. Generating resources must be PCC1-eligible and may include: solar, wind, geothermal, small hydro or ocean (thermal, wave, or current), biodiesel, biomass, biomethane.
 - ii. Behind-the-meter projects and nonrenewable technologies are not eligible.
 - iii. Resource Adequacy only Offers will not be accepted.
 - iv. 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. Project Size:
 - i. The Project's renewable nameplate capacity must be no less than 500 kWac and no greater than 20 MWac, inclusive.
 - ii. The Offer's Contract Capacity must be no less than 500 kWac and no greater than 11.25 MWac, inclusive.
 - iii. For the avoidance of doubt, Respondent may offer up to 11.25 MWac from a Project with nameplate capacity up to 20MWac.
 - iv. If the Project includes paired energy storage, the storage nameplate capacity must be no less than 500 kWac and no greater than 20 MWac, inclusive.
 - v. If the Project includes paired energy storage, the storage Offer must be no smaller than 500 kWac and no larger than 11.25 MWac, inclusive.
 - vi. The Project must also comply with the DAC-GT program size and siting requirements established in CPUC Decisions 18-06-027, 18-10-007, Resolution E-4999, and Decision 24-05-065.

²See <https://oehha.ca.gov/calenviroscreen>

- d. Commercial Operation Date: The project must be able to begin commercial operation and/or begin deliveries under the contract no later than December 1, 2030. Ava has a preference for projects beginning deliveries as soon as possible.
- e. Workforce Development: A detailed Workforce Development Plan must be included with Offer as part of the Project Narrative, as described in **Section 6: Required Information**.
- f. Pro Forma PPA: If selected, Seller must be willing to execute the Pro Forma PPA without negotiation or modification apart from populating the Pro Forma PPA with Project-specific characteristics and information.

b. Project Viability Requirements

i. Interconnection

Respondents submitting Offers for DAC-GT projects must have a completed and returned Phase I Impact Study or equivalent, at the time of Offer submittal; for Projects that have not yet applied or have not yet been tendered an Interconnection Study as of the launch date of this RFO, Respondent shall i) request a Pre-Application Report and ii) enter into an interconnection process (e.g., WDAT Fast Track Process). As part of a complete and conforming Offer submittal, Respondent must provide both the Pre-Application Report and evidence that the respective interconnection application is deemed “complete” by the distribution provider, Pacific Gas & Electric Company.

Respondents submitting Offers must remain active in the applicable interconnection queue until the project’s required network updates have been completed. Respondents must provide any status updates and details as they are received in relation to interconnection and the related studies.

DAC-GT projects will need to ensure they can participate in CAISO markets prior to contract start under any agreement executed with Ava. No documentation is required to be submitted, though it may be requested.

Energy-Only Products

Respondents submitting Offers for energy-only products are not required to demonstrate deliverability.

Products Including Resource Adequacy (“RA”)

Respondents submitting product Offers that include RA are required to demonstrate that the project meets one of the conditions below:

1. A valid interconnection request for Partial or Full Capacity Deliverability Status has been submitted to the CAISO with a deliverability status that matches the Offer.
2. A valid interconnection request for Partial or Full Capacity Deliverability status where a Phase II report has been issued and the project has maintained its request for Partial or Full Capacity Deliverability status.
3. Evidence of allocated or retained deliverability per the CAISO annual post Phase II deliverability allocation (TPD) process that indicates the project will be deliverable pursuant to the CAISO Tariff.
4. An executed Interconnection Agreement or Amendment to an Interconnection Agreement is in place and full effect reflecting, at a minimum, the offered deliverability status and evidence of retained deliverability per the CAISO’s deliverability allocation process.

5. Documentation has been obtained that the project has received deliverability through the CAISO's Distributed Generation Deliverability (DGD) assessment process pursuant to the CAISO Tariff.

ii. Site Control

Respondents attest they have secured site control for the entire delivery term of their Offer(s) to Ava. Respondents must complete the required fields in the Facility Info tab of the Offer Form, as well as required narrative detail in the Project Narrative. Examples of site control include: (1) ownership of the site, a leasehold interest, or a right to develop a site for the purpose of constructing a generating facility; (2) an option to purchase or acquire a leasehold site for purposes of constructing a generating facility; and (3) any other arrangement that amounts to the same right to develop the property, in Ava's sole discretion.

iii. Commencement of Commercial Operation Date

The project must be able to begin commercial operation and/or begin deliveries under the contract no later than December 1, 2030. Ava has a preference for projects beginning deliveries as soon as possible.

c. Project Labor Agreement (PLA)

Respondents shall submit Offers and pricing both with and without a PLA.

Any PLA submitted as part of a Respondent's Offer must comply with California Public Contract Code Section 2500(a) and include all of the following taxpayer-protection provisions:

1. Non-Discrimination. The PLA shall prohibit discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in the hiring and dispatching of workers for the project.
2. Open Bidding. The PLA shall permit all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements.
3. Drug Testing. The PLA shall contain an agreed-upon protocol concerning drug testing for workers who will be employed on the project.
4. No Strikes, Lockouts, or Work Stoppages. The PLA shall contain guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project.
5. Dispute Resolution. The PLA shall provide that disputes arising from the agreement shall be resolved by a neutral arbitrator.

A PLA that does not include each of the provisions listed above will not be considered compliant for purposes of Ava's PLA evaluation preference.

d. Participation in Other Procurement

Respondents in this solicitation are allowed to offer their projects or products in other procurements, provided that upon shortlisting the Respondent will be required to execute an exclusivity agreement with Ava for the shortlisted volume.

e. Participation in Future Solicitations

Products and projects that are not selected in this RFO may be offered again into future solicitations.

4. Evaluation Criteria and Selection Process

Ava will use a multi-stage evaluation process:

1. Eligibility screen for compliance with eligibility requirements described in Section 3: Eligibility.
2. Scoring based on quantitative and qualitative evaluation criteria.
3. Ava will initially rank eligible Offers based on total evaluation scores. Ava will prioritize Offers with the following characteristics above the Offers that do not have these characteristics:
 - a. Include a Project Labor Agreement (PLA) incorporating Ava's Local and Targeted Hire objectives consistent with Ava's Workforce and Environmental Justice Project Selection Criteria³;
 - b. Meet the criteria associated with innovation, environmental stewardship, and benefits accruing to equity priority communities, consistent with Ava's Workforce and Environmental Justice Project Selection Criteria;
 - c. Allow Ava to procure geographically diverse projects;
 - d. Development status de-risked;
 - e. Nearer term COD;
 - f. Sited inside a DAC.
4. Portfolio selection. Ava will then evaluate combinations of Offers to identify the portfolio that best satisfies Ava's DAC-GT program capacity, cost, program objectives, geographic preferences and diversity, workforce and environmental justice objectives, capacity-fit requirements, and risk tolerance. Accordingly, the highest scoring individual Offer is not necessarily guaranteed selection.

In addition, if Ava determines that it has an open or remaining DAC-GT procurement need associated with prior solicitation cycles, Ava reserves the right to procure additional capacity beyond the 11.25 MW identified for this RFO. This flexibility is intended solely to ensure that Ava meets its total DAC-GT program capacity authorization.

Evaluation criteria and weightings to be applied during the scoring process are described below.

Quantitative Evaluation Criteria:

1. Offer Competitiveness (weighting: 40%)

Ava will evaluate Offer competitiveness based on project economic valuation.

Project economic valuation will assess the market value of energy deliveries based on the hourly generation profile of the Offer, expected Commercial Operation Date, delivery location, and value of RECs, Resource Adequacy (if applicable), and Ancillary Services (if applicable) over the contract term. Ava reserves the option to use Least-Cost Best-Fit methodology as defined by CPUC.

In accordance with Resolution E-5367, Ordering Paragraph 2, the DAC-GT Program utilizes a cost-containment mechanism under which Offers exceeding the product of the Confidential Benchmark Value Reference Price (CBVRP) and the 140% multiplier will not be considered.

³ <https://cdn.sanity.io/files/pc49kbjr/production/068e0ea9d0a70aff1c184a8f36c1644786a42f7b.pdf>

Pursuant to Ordering Paragraph 5 of Resolution E-5367, if zero conforming Offers are received at or below Ava's cost-containment cap and such Offers otherwise meet all program requirements, Ava may file a Tier 2 advice letter requesting approval of an adjusted cost-containment cap multiplier, not to exceed 175%, supported by solicitation results and associated workpapers.

In January 2024 Ava's Board of Directors approved the Workforce and Environmental Justice Selection Criteria⁴ (Workforce Criteria). These criteria are reflected in Ava's project selection, with points allocated to Projects in proportion to the workforce and environmental justice commitments made by Respondents. Ava will prioritize projects demonstrating strong commitments to workforce development.

Qualitative Evaluation Criteria:

1. Workforce Development Plan (weighting: 20%)

Full points (20 out of 20) will be awarded to Offers that have an already executed Project Labor Agreement (PLA) or a binding commitment to execute a PLA that incorporates all of the following:

1. Utilization of prevailing hourly wage and benefit rates as determined by the California Department of Industrial Relations;
2. Utilization of apprentices at the same ratio of apprentice hours to journeyperson hours as required for public works projects. Generally this is one apprentice hour per every 5 hours of journeywork per craft;
3. Demonstrated commitment to Local and Targeted Hires;
4. A goal of 30% of all project labor hours performed by Local Hires while incenting, through a negotiated contract structure, the contractor or developer to achieve a minimum of 60% of all project labor hours performed by Local Hires;
5. Participation in a Targeted Hire Program with a goal of 10% of all labor hours performed by Equity Priority Workers, while incenting, through a negotiated contract structure, the contractor or Respondent to achieve the 10% goal; and
6. Demonstrated effort to subcontracting with Small, Local, and Emerging Businesses.

Partial points (15 out of 20) will be awarded to Offers that have a general intention to pursue a Project Labor Agreement (PLA) that incorporates all of the following:

1. Utilization of prevailing hourly wage and benefit rates as determined by the California Department of Industrial Relations;
2. Utilization of apprentices at the same ratio of apprentice hours to journeyperson hours as required for public works projects. Generally this is one apprentice hour per every 5 hours of journeywork per craft;
3. Demonstrated commitment to Local and Targeted Hires;
4. A goal of 30% of all project labor hours performed by Local Hires while incenting, through a negotiated contract structure, the contractor or developer to achieve a minimum of 60% of all project labor hours performed by Local Hires;

⁴ Ava Community Energy Workforce and Environmental Justice Project Selection Criteria, available at <https://avaenergy.org/wp-content/uploads/2024/07/P-2024-20-Workforce-and-EJ-Project-Policy.pdf>

5. Participation in a Targeted Hire Program with a goal of 10% of all labor hours performed by Equity Priority Workers, while incenting, through a negotiated contract structure, the contractor or developer to achieve the 10% goal; and
6. Demonstrated effort to subcontracting with Small, Local, and Emerging Businesses.

Partial points (10 out of 20) will be awarded to Workforce Development Plans that commit to all of the following:

1. Utilization of prevailing hourly wage and benefit rates as determined by the California Department of Industrial Relations;
2. Utilization of apprentices at the same ratio of apprentice hours to journeyperson hours as required for public works projects. Generally this is one apprentice hour per every 5 hours of journeywork per craft;
3. Demonstrated commitment to Local and Targeted Hire, including utilization of a multi-craft core curriculum (MC3) pre-apprenticeship program, or equivalent industry and state-recognized pre-apprenticeship certification, for outreach, preparation, support and referral of Targeted Hires; and
4. Demonstrated commitment to subcontracting with Small, Local, and Emerging Businesses.

Partial points may be awarded to Workforce Development Plans that fail to meet the above commitments but demonstrate other commitments to local workforce development.

Any PLA submitted as part of a respondent's offer must comply with California Public Contract Code Section 2500(a) and include all of the following taxpayer-protection provisions:

1. **Non-Discrimination.** The PLA shall prohibit discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in the hiring and dispatching of workers for the project.
2. **Open Bidding.** The PLA shall permit all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements.
3. **Drug Testing.** The PLA shall contain an agreed-upon protocol concerning drug testing for workers who will be employed on the project.
4. **No Strikes, Lockouts, or Work Stoppages.** The PLA shall contain guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project.
5. **Dispute Resolution.** The PLA shall provide that disputes arising from the agreement shall be resolved by a neutral arbitrator.

A PLA that does not include each of the provisions listed above will not be considered compliant for purposes of Ava's PLA evaluation preference.

1. Counterparty Execution Risk (weighting: 15%)

Development experience, CCA experience, PPA markups.

2. Development Status Risk (weighting: 20%)

Interconnection study process, interconnection status, site control, permitting, and environmental project-specific risks.

3. Local Business Enterprise (weighting: 4%)

Ava contracts with local businesses to the maximum extent possible. A local business is defined as a business having a fixed office with a street address in Ava's service area, and having a valid business license issued by a jurisdiction within Ava's service area for at least 6 months. Ava shall consider status as a local business enterprise in the Offer review and evaluation process.

4. Small Business Enterprise (weighting: 1%)

Ava contracts with small and local businesses to the maximum extent possible. Ava shall 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).

5. Guidelines for Offer Development

a. Price

Respondents must submit Offers with their best and final price using the respective product tabs in the Offer Form contained in Attachment D. Ava will not consider updated or "refreshed" price offers submitted after the Offer submittal deadline. The Product price must be stated in annual \$/MWh for energy generation and \$/kW-month for storage for the term of the PPA.

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; (3) the acceptance of the non-price terms and conditions of the PPA; and (4) all other benefits the Respondent expects to apply.

b. Compliant Offer 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	Energy, Green Attributes, Energy Storage (if applicable), and Resource Adequacy (if applicable)
Location	<p>The project must be physically located in and connecting electrically to a circuit, load, or substation within PG&E's service area.</p> <p>The Project must be located both (i) in Ava's current service area and (ii) no more than 5 miles from a DAC census tract in PG&E area.</p>

	<p>A DAC is defined as a census tract that is: 1) among the top 25% of census tracts statewide as identified by CalEnviroScreen 4.0 or CalEnviroScreen 5.0⁵, or 2) one of the 22 census tracts that is in the top 5% of CalEnviroScreen 4.0 or CalEnviroScreen 5.0's Pollution Burden but does not have an overall CalEnviroScreen score due to unreliable socioeconomic or health data, or 3) 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.</p> <p>Ava reserves the right to reject projects relying on CalEnviroScreen 5.0 designations any time prior to contract execution if DAC designations have not been finalized by CalEPA.</p> <p>DAC-eligible census tracts within Ava's current service area are provided for initial reference by respondents in Attachment B, but eligibility must be confirmed independently by respondents.</p>
Term	Terms must be offered for 15 or 20 years.
Price	<p>Prices must be offered at the project Pnode with a 0% annual escalator, and must be stated in annual \$/MWh (energy generation) and, if applicable, \$/kW-month (storage).</p> <p>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; (3) the acceptance of the non-price terms and conditions of the PPA; and (4) all other benefits the Respondent expects to apply.</p>
Installed Capacity (MW)	<p><u>RPS Generation Capacity</u> The Project's renewable nameplate capacity must be no less than 500 kWac and no greater than 20 MWac, inclusive.</p> <p>The Offer's Contract Capacity must be no less than 500 kWac and no greater than 11.25 MWac, inclusive.</p> <p>Ava has a preference for projects with higher Generation Capacities.</p> <p>There is no capacity factor requirement, but Ava has a preference for higher capacity factor projects.</p> <p><u>Paired Storage</u></p>

⁵See <https://oehha.ca.gov/calenviroscreen>.

	<p>The Project's storage nameplate capacity must be no less than 500 kWac and no greater than 20 MWac, inclusive.</p> <p>The Paired Storage Offer's Contract Capacity must no less than 500 kWac and no greater than 11.25 MWac, inclusive.</p> <p>Storage must have at least 2-hour duration. There is no requirement for RPS generation capacity to storage capacity ratio, but Ava has a preference for 1:1 generation to storage ratio.</p>
Expected Commercial Operation Date (COD)	On or prior to December 1, 2030. Ava has a preference for projects beginning deliveries as soon as possible.
Scheduling Coordinator	Ava will serve as the scheduling coordinator.
Ownership	All projects will be owned by the Respondent, with Ava contracting the output of the resource for the duration of the term.
Number of Offers	<p>An "Offer" refers to the submission of all required information and details of any additional variations for <u>one product from one site</u>.</p> <p>Respondents shall submit Offers and pricing both with and without a PLA.</p> <p>Respondents may submit alternative configurations, durations, or pricing schemes.</p> <p>Respondents are not limited in either the number of Offers they may submit or the number of variations they may submit for any one Offer.</p>
Site Control	Respondents attest they have secured site control for the entire delivery term of their Offer(s) to Ava.
Interconnection	Respondents submitting Offers for DAC-GT projects must have a completed and returned Phase I Impact Study at the time of Offer submittal; for Projects that have not yet applied or have not yet been tendered an Interconnection Study as of the launch date of this RFO, Respondent shall i) request a Pre-Application Report and ii) enter into an interconnection process (e.g., WDAT Fast Track Process). As part of a complete and conforming Offer submittal, Respondent must provide both the Pre-Application Report and evidence that the respective interconnection application is deemed "complete" by the distribution provider, Pacific Gas & Electric Company.
Workforce Development	Respondents must submit a Workforce Development Plan.

c. Collateral Requirements

The collateral requirements associated with each project type are described below.

Project Type	Project Development Security or Pre-Delivery Term Security	Delivery Term Performance Security
Projects with Contract Capacity less than or equal to three (3) MW	\$50/kW of Contract Capacity	\$60/kW of Contract Capacity
Projects with Contract Capacity greater than three (3) MW	\$60/kW of Contract Capacity	\$60/kW of Contract Capacity

6. Required Information

a. Offer Overview

All information submittals related to this RFO must be made via the Respondent's unique Dropbox submission folder; in order to receive a Dropbox folder, Respondents must submit an NOI via 2026dacrfo@avaenergy.org. All questions from Respondents shall also be submitted to 2026dacrfo@avaenergy.org. Offers are due per the **Expected Schedule**. Offers must include all documents described in this section.

b. Required Forms

The following documents must be completed and submitted to constitute a complete Offer to this solicitation (DAC-GT). The relevant documents are included as Attachments to this solicitation and noted below. Offers must include the following attachments, as detailed in the sections following:

- i. Notice of Intent to Offer (Attachment A)
 - ii. Disadvantaged Community Census Tracts (Attachment B)
 - iii. Project Narrative, including Workforce Development Plan (Attachment C)
 - iv. Completed Offer Form (Attachment D)
 - v. Completed PPA (Attachment E.1 and/or E.2)
 - vi. Interconnection Studies or Applications
 - vii. Site Map
1. **Disadvantaged Community Census Tracts** (Attachment B)
2. **Project Narrative** (Attachment C)
 - Respondents should submit a narrative of the proposed project and vendor qualifications, and a Workforce Development Plan. This narrative will be primarily used as a reference for specific project details that are not fully captured in the Offer Form templates and for further assessment of Offers.
 - Refer to Attachment C for Project Narrative requirements.
 - File Format: Word or PDF
 - File Name: *Project Narrative_RespondentCompanyName*
3. **Completed Offer Form** (Attachment D)

- Please provide all applicable information requested in the Offer Form tabs for the product(s) offered at each unique site. In the event that multiple sites are offered, a unique Offer Form must be completed for each site.
- File Format: Microsoft Excel
- File Name: 2026_RFO_Offer_Form_RespondentCompanyName_SiteName.xlsm

4. Completed PPA(s) (Attachment E.1, E.2)

- Ava is including the Pro Forma PPA that Ava intends to use as the basis for contracting with successful Sellers.
- The Pro Forma PPA is the same for all counterparties, and Ava will only accept changes to the Pro Forma PPA related to Project-specific characteristics and information.
- Respondents must provide a PPA populated with Project-specific characteristics and any proposed changes in “tracked changes” format.
- File Format: Word
- File Name: ProFormaPPA_RespondentCompanyName

5. Interconnection Studies or Applications

- Most recent interconnection study results (Phase I or II, or equivalent) or both the Pre-Application Report and evidence that the interconnection application was submitted and deemed complete by PG&E
 - a. *Note: If project receives Phase I, Phase II report, or any reassessment/update during the RFO evaluation process, Respondent must update Ava and provide report.*
- If applicable, documentation that the project has obtained FCDS, PCDS, or is in the process of obtaining that deliverability. Evidence may be provided in one of these forms:
 - a. An executed Interconnection Agreement or Amendment to an Interconnection Agreement that reflects the deliverability status;
 - b. A completed deliverability assessment in the annual process that indicates the project is deliverable pursuant to the CAISO Tariff;
 - c. Documentation that the project has received deliverability through the CAISO’s Deliverability for Distribution pursuant to the CAISO Tariff; or
- File Format: Word or PDF
- File Name: DocumentName_RespondentCompanyName_SiteName

6. Site Map

- Respondents must provide a high-resolution map showing the site location and key project facilities. The map should show:
 - a. the project boundary
 - b. generation-tie route from the project to the first point of interconnection with the electric grid.
 - c. Locations of DAC census tracts within the project side boundary
 More detailed site plans or site designs are acceptable.
- File Format: Option between (1) PDF, (2) Google kml/kmz, (3) ESRI geodatabase (mdb or gdb), (4) shapefile with a file extension .shp plus at least the three supporting files (.shx, .dbf, .sbn).
- File Name: Site Map_RespondentCompanyName_SiteName

7. Communications

Ava has developed a solicitation website at <https://avaenergy.org/solicitation/second-2026-dac-rfo/> where all RFO documents, information, announcements, and Q&A will be posted and made publicly available.

To promote efficiency and accuracy in communications, all Respondents must submit any inquiries via email to 2026dacrfo@avaenergy.org. Ava will not respond to any material questions submitted after the final question deadline in the **Expected Schedule**. All answers will be compiled into a document and posted to the RFO website per the **Expected Schedule**. Ava reserves the right to combine, rephrase, or not respond to some questions.

8. 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 Offer and are deemed to be material to Ava's consideration of the Offers:

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 RFO, including costs of preparation of Offers, and that Respondent has no legal recourse against Ava, its Members, Ava's directors, officers, employees, and agents for rejection of its Offer(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 Offer.
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 and to enter into a final contract with Ava.
4. Respondent acknowledges that Ava reserves the right to enter into transactions with more than one Respondent, can choose not to proceed with any Respondent with respect to one or more Offers, and can choose to suspend this RFO or issue a new RFO that would supersede and replace this RFO at any time.
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 "Ava 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/about-ava/governance>). This list may be updated from time to time.
6. Respondent's Offer complies with all applicable laws.
7. Respondent warrants that all information submitted by Respondent to Ava in connection with this RFO is true and accurate as of the date of the Respondent's Offer. 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.
9. Respondent acknowledges and accepts that Ava is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 7920.000 et seq. ("CPRA"). Ava will

not disclose any part of any Offer before it announces a recommendation for an award, on the grounds that there is a substantial public interest in not disclosing an Offer during the evaluation process. After the announcement of a recommended award, all Offers received in response to this RFO will be subject to public disclosure, with the exception of those elements in each Offer which are exempt from disclosure pursuant to the CPRA.

10. Respondent has not engaged in and will not engage in communications with any other Respondent responding to or intending to respond to this RFO concerning any terms contained in Respondent's Offer, unless explicitly authorized by Ava as applicable to the Respondent's Offer, and has not engaged in activities in violation of State or Federal antitrust laws or other unlawful or unfair business practices in connection with the RFO ("Prohibited Communication Activities"). Respondent has not and will not engage in collusion with other Respondents or other unlawful or unfair business practices in connection with this RFO. Notwithstanding the foregoing, Respondent may engage in communications with its advisors, attorneys, experts or employees who have a need to know the content of the communications and have agreed to keep such information confidential (collectively, "advisors"). In addition, Respondent may engage in communications with other Respondents submitting an Offer to the RFO and their advisors ("Other Respondents"), so long as: (1) such Other Respondents are under common ownership and control with Respondent; (2) Respondent and Other Respondents do not engage in Prohibited Communication Activities; and (3) in the event Respondent and Other Respondent share a common advisor, Respondent has, prior to sharing communications with such Other Respondent and the common advisor, provided Ava with (a) notice of such Other Respondent and common advisor and (b) an attestation that Respondent has not and will not engage in Prohibited Communication Activities with either the Other Respondent or the common advisor.
11. If Respondent's Offer is selected for the Ava Shortlist and Respondent accepts the position on the Ava Shortlist, then Respondent agrees to execute a Confidentiality Agreement, to negotiate in good faith, and to inform Ava if the project that is the subject of the Offer on the Ava Shortlist has been submitted into another solicitation with Ava or any other entity.

9. Termination of RFO-Related Matters

Ava reserves the right at any time, in its 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.

10. Attachments

The following Attachments will be hosted on the RFO webpage at <https://avaenergy.org/solicitation/second-2026-dac-rfo> and hereby made part of this RFO.

- Attachment A: Notice of Intent to Offer (Word)
- Attachment B: Disadvantaged Community Census Tracts (PDF)
- Attachment C: Project Narrative Template (Word)
- Attachment D: DAC-GT Offer Form (Excel)

- Attachment E.1: DAC-GT Pro Forma RPS-only PPA (Word)
- Attachment E.2: DAC-GT Pro Forma RPS + Storage Agreement (Word)