SAN JOSE CLEAN ENERGY
CAISO NP15 FIRM ENERGY

San José Clean Energy (SJCE) is seeking proposals from market participants related to firm CAISO NP15 energy quantities for the periods listed in the attached Excel file. Energy transacted through this RFO will be scheduled as Inter-SC Trades (ISTs) in the CAISO day-ahead market's integrated forward market (IFM).

SJCE plans to purchase/sell the products listed in the attached file but reserves the right to accept/reject any or all offers. SJCE will consider pricing for the quantities and products listed in the attached spreadsheet.

Responses to this RFO are due at:

- **08:00 AM Pacific Time on Thursday, 11/21/2024**
  - SJCE Buys Shaped Energy CY 2025
  - SJCE Sells Shaped Energy CY 2025
- Participants may bid on either or both shapes.

Please submit your offers by completing the attached workbook and returning via email to:

- San José Clean Energy: sjcerfo@sanjoseca.gov
- Ken Goeke (NCPA): Ken.Goeke@ncpa.com
- Bernard Erlich (NCPA): Bernard.Erlich@ncpa.com

SJCE requests that energy confirms be sent for execution **11/21/2024** by close of business.

MASTER AGREEMENT & CONFIRMATION

SJCE intends to transact under the WSPP Agreement or an EEI-based agreement. SJCE's preferred form for WSPP transaction confirmation is attached. Parties are encouraged to submit any proposed changes to these forms (or alternative preferred enabling agreements and/or confirms) to Stephen Hall steve@hallenergylaw.com, Jeanne M. Solé Jeanne.Sole@sanjoseca.gov, Paul Innamorato Paul.Innamorato@sanjoseca.gov, Ken Goeke Ken.Goeke@ncpa.com, and Bernard Erlich Bernard.Erlich@ncpa.com, on or before submitting their bids.

In addition, SJCE may only transact with qualifying counterparties pursuant to its Risk Management Policies. Parties are encouraged to contact SJCE at sjcerfo@sanjoseca.gov as soon as possible if they intend to respond to this RFO and have not been qualified by SJCE's Finance Department.

SJCE provides the following information to interested suppliers to facilitate their assessment of SJCE as a counterparty:

- San José Clean Energy is housed in the City of San José's Energy Department. The program is provided for in San José's municipal code Title 26, available at the following link: https://library.municode.com/ca/san_jose/codes/code_of_ordinances?nodeId=TIT26COEN
- San José Clean Energy's Implementation Plan is available at http://www.sanjoseca.gov/DocumentCenter/View/71410
- San José Clean Energy's risk management policy was approved by San José City Council and is available at https://sanjose.legistar.com/LegislationDetail.aspx?ID=3478118&GUID=32319D40-8EA7- 4D1A-9E48-B1CC78BB2E5E&Options=&Search
- SJCE's initial funding plan was described in a memo to City Council in August 2017. SJCE has

followed through with this plan: http://sanjose.granicus.com/MetaViewer.php?view_id=&event_id=2699&meta_id=650894

- The City of San José is the signatory to WSPP Agreement and will be the signatory to any confirmations.
- The Energy Department is an enterprise department of the City of San José. Please see below language that we have added to our draft confirmation to explain this arrangement.

Finally, to do business in San José, Sellers who are not already registered will have to register with the City of San José within 90 days of commencing business within the city. Details are available at the following: http://www.sanjoseca.gov/BusinessTax

PUBLIC NATURE OF PROPOSAL MATERIAL

All correspondence with SJCE including responses to this solicitation will become the exclusive property of the City of San José and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to SJCE 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.

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."

The City will not disclose any part of any proposal before it announces a recommendation for award, on the grounds 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 RFP will be subject to public disclosure.

In order to designate information as confidential, the Seller 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. Seller 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 Seller as confidential information (such designated information, the "Confidential Information"), SJCE will notify the Seller as soon as practical that such request has been made. The Seller 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 the City. If the Seller takes no such action after receiving the foregoing notice from the City, the City 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 the City, including the California Public Records Act, the City may release Confidential Information, or a portion thereof, as required by the Applicable Law, statute, ordinance, decision, order or regulation. In the event the City is required to release Confidential Information, it shall notify the Seller of the required disclosure, such that the Seller 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.

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 an agreement with SJCE will be required to complete a Supplier Diversity questionnaire. SJCE will NOT consider race, sex, color, ethnicity, or national origin in procurement decisions.

SJCE encourage 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/).

Designated Fund and Limited Obligations *(language included in any confirms)*

(a) Designated Fund. Purchaser is a municipal corporation and is precluded under the California State Constitution and applicable law from entering into obligations that financially bind future governing bodies, and, therefore, nothing in the Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of the Agreement; provided, however, that (i) Purchaser has created and set aside a designated fund (the "Designated Fund") for payment of its obligations under the Agreement and (ii) subject to the requirements and limitations of applicable law and taking into account other available money specifically authorized by Purchaser and allocated and appropriated to the San José Clean Energy's obligations, Purchaser agrees to establish San José Clean Energy rates and charges that are sufficient to maintain revenues in the Designated Fund necessary to pay its obligations under this Agreement and all of Purchaser's payment obligations under its other contracts for the purchase of energy for San José Clean Energy. Purchaser shall provide Seller with reasonable access to account balance information with respect to the San José Clean Energy Designated Fund during the Term.

(b) Limited Obligations. Purchaser's payment obligations under the Agreement are special limited obligations of the Purchaser payable solely from the Designated Fund and are not a charge upon the revenues or general fund of the City of San José or upon any non- San José Clean Energy moneys or other property of the Community Energy Department or the City of San José.

DISCLAIMERS
SJCE 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, SJCE reserves the right, at its sole discretion, to not enter into any confirmation for the transaction at the conclusion of this RFO. SJCE reserves the right to modify the terms and conditions of this RFO at any time based on changing needs and market feedback. SJCE also reserves the right to rescind this RFO at any time prior to SJCE's execution of a binding agreement. Notwithstanding anything to the contrary, including the WSPP Agreement, no proposal, bid, offer, or proposed transaction (however described) shall be binding upon SJCE except pursuant to a written agreement signed by SJCE and the counterparty. SJCE will not be liable at any time for any costs the prospective supplier may incur in

preparing or submitting its response to this RFO.