



REQUEST FOR OFFERS

**ZERO-EMISSION MEDIUM AND HEAVY-DUTY GOODS
MOVEMENT PROJECT LOANS**

RESPONSE DUE
by
5:00 PM PT
on
OCTOBER 17, 2022

Protocol Date: September 12, 2022

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

1. OVERVIEW

A. PURPOSE

East Bay Community Energy (EBCE) seeks submittal of loan requests by relevant and experienced stakeholders of zero-emission medium and heavy-duty (MD/HD) goods movement vehicles (Class 3-8) and charging infrastructure for opportunities for EBCE to loan up to \$3M to eligible projects located and operating in Alameda County (excluding the City of Alameda), the City of Tracy and the City of Stockton.

B. BACKGROUND

The formation of Community Choice Aggregators (CCAs) was made possible in 2002 by the passage of California Assembly Bill 117, enabling communities to form their own electricity load serving entities and purchase power on behalf of their residents and businesses.

EBCE was formed as a CCA on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 et seq. EBCE's members include the County of Alameda and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City. These communities formed EBCE to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all of the member jurisdictions. In 2019, the cities of Newark, Pleasanton, and Tracy were added into EBCE's Joint Powers Authority (JPA). EBCE began providing electricity to customers in these new member jurisdictions in April 2021. Finally, in September of 2022 the City of Stockton voted to join EBCE and plans to start taking electricity service from PG&E in 2024.

EBCE is governed by a Board of Directors consisting of elected representatives from each member jurisdiction. EBCE has the rights and powers to set rates for its services, incur indebtedness, and issue bonds or other obligations to meet its responsibilities for the acquisition of electric power for its service area.

Today EBCE serves over 640,000 customer accounts representing a population of over 1.8 million people, 50,000 businesses, and approximately 6,700 GWh of annual load. EBCE is currently the third largest CCA in California and the largest in Pacific Gas and Electric's (PG&E) transmission and distribution service territory.

EBCE launched its operations with the support of start-up funding from Alameda County and the use of a \$50 million credit facility issued by Barclays Bank. The maximum debt outstanding reached approximately \$28 million in 2018. In February 2019, EBCE repaid Alameda County in full for the start-up loan costs of approximately \$4.8 million, and in August 2019, EBCE fully repaid the funds drawn on the Barclays credit facility, eliminating all outstanding debt. In December of

2019, EBCE expanded its credit facility with Barclays to \$80 million to be used for a combination of cash and letters of credit.

In December 2021, S&P Global Ratings assigned an 'A' issuer credit rating to EBCE and commented that "The outlook is stable."

C. OBJECTIVES

EBCE Project Description and Lending Goals

EBCE is seeking to loan up to \$3M in zero-emission MD/HD goods movement vehicle electrification and associated charging infrastructure located in Alameda County, the City of Tracy and the City of Stockton. For this RFO, zero-emission vehicle technologies are defined as on road MD/HD class 3-8 vehicles that generate zero tailpipe emissions. These vehicles must be powered by electricity (battery) and must be registered, domiciled and operate on routes within EBCE's service territory.¹

EBCE is not soliciting hydrogen projects through this RFO.

Loans in standalone zero-emission MD/HD goods movement vehicle electrification or supporting charging infrastructure projects will be considered, but EBCE prefers projects that integrate both vehicle deployments and associated charging together, especially for smaller goods movement fleet operators. Charging infrastructure may be overnight and opportunity charging options for fleets and independent owner operators, particularly those without a home base for charging (direct current fast charging, or DCFC, and/or Level 2 charging).

As the default Load Serving Entity (LSE) in Alameda County and the City of Tracy, EBCE is developing programs that are easily scalable to other LSEs in California. EBCE anticipates that other LSEs, including CCAs and POU's, may have interest in leveraging this public solicitation and the procurement solutions it brings to EBCE's service territory that accelerate MD/HD goods movement vehicle electrification projects.²

About EBCE Loans

This RFO is not a grant funding opportunity. Rather, EBCE is seeking 5% interest for loans issued through this RFO. EBCE's Loan Agreement is included as an attachment to this request for project offers. The Term of the EBCE loan has a 10 year maximum and cannot exceed the usable life of the asset or the customer agreement.

¹ EBCE's service area includes the following Interstates: I-5, I-80, I-205, I-580, I-680, I-880, I-980.

² Clean Power Alliance, MCE, Peninsula Clean Energy, Redwood Clean Energy Authority, Sacramento Municipal Utility District, San Jose Clean Energy, Silicon Valley Clean Energy, Silicon Valley Power, Valley Clean Energy, San Diego Clean Energy, 3CE

About EBCE Retail Electricity Service

As the default LSE serving its member jurisdictions, EBCE is committed to developing solutions that establish its service area, which is among the most strategic trade locations in the U.S., as a first mover market for zero-emission Class 3-6 and Class 7-8 goods movement by 2030 and 2040 respectively. Charging infrastructure deployed with loans issued through this RFO must be eligible to take retail electricity service from EBCE.³

EBCE offers different service options, including a 100 percent renewable energy (RE 100) plan and a lower-cost basic plan (Bright Choice). EBCE's RE100 product is currently listed by CARB as a [Zero Carbon Intensity \(CI\) fuel pathway](#). Meters that opt to take service on RE100 will generate maximum Low Carbon Fuel Standard (LCFS) value.

D. SCHEDULE

Date/Time	Event
September 12, 2022	EBCE Issues RFO
Sept 27, 2022 2PM	Respondent Webinar for RFO
October 3, 2022 <i>no later than 2pm</i>	Final deadline to submit questions
October 10, 2022	EBCE posts Q&A document, inclusive of all questions received by Sept 20th
Oct 17, 2022 <i>No later than 5PM</i>	RFO Responses due
Oct 24-28,	EBCE interviews shortlisted project teams
November 8, 2022	EBCE notifies selected vendors
November 16, 2022	EBCE Board of Directors approves Clean Energy Loan

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 EBCE.

Webinar: EBCE 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://us02web.zoom.us/j/87336892295>. Attendance is not mandatory but encouraged.

³ <https://ebce.org/compare-plans-business/>

Offers Due: Offers must be submitted via email to email:
2022_Medium_Heavy_Duty_Project_Loans_RFO@ebce.org

Offer Selection: EBCE will evaluate Offers in accordance with the terms described in Section 7:
Evaluation Criteria.

Following project submissions, EBCE may engage in interviews and 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: EBCE will present loan agreements for the loan(s) it hopes to execute to its Board of Directors in advance of execution. Some market sensitive terms could be redacted for public review given engagement with EBCE and/or Cities.

Execution of Contract: EBCE will seek to execute the Loan Agreement following Board or Council, as relevant, approval of the proposed loan. The Loan Agreement is a standard form that EBCE has used in the past. In the event that there are substantive amendments of the Loan Agreement the approval and execution of the Loan Agreement may be delayed. EBCE maintains the right to execute the Loan 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 Loan Agreement with EBCE will be required to complete a Supplier Diversity questionnaire. EBCE 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 agreements.

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

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 loan and creates no obligation to execute a Loan Agreement or enter into any transaction as a result of the RFO. EBCE 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 reserves the right to request additional information at any time during the loan evaluation process.

EBCE retains the right to: (1) modify this RFO and/or the Loan Agreement as it deems appropriate to implement the RFO, comply with applicable laws, or best meet the organizations' evolving understanding of its needs; or (2) reject any Offer on the basis that it is not competitive or is the result of market manipulation.

EBCE 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. Loan Evaluation Criteria

Loan requests will be evaluated according to the criteria below. Non-conforming requests that do not meet EBCE loan eligibility requirements below will be rejected. Additional evaluation criteria are provided in the table below.

Loan Eligibility Requirements

- a) Zero-emission MD/HD goods movement vehicles must be domiciled and primarily operated within Alameda County and/or the cities of Tracy and Stockton in San Joaquin County.
- b) Charging infrastructure must be deployed in Alameda County and/or the cities of Tracy and Stockton, and must take retail electricity service from EBCE without the ability to opt out of EBCE service for the term of EBCE's loan. This will exclude any project in the City of Alameda.
- c) Zero-emission MD/HD goods movement vehicle fleet deployments must start to occur no later than July 1, 2023, and be completed no later than July 1, 2024.
- d) Project charging infrastructure deployments must start to occur no later than July 1, 2023 and be completed no later than July 1, 2024.
- e) Minimum EBCE loan amount must be equal to or greater than \$1,000,000
- f) Projects must have external equity and debt co-investment equal to or greater than 3x EBCE's loan amount.

3. Required Information

Loan Request: The following items must be included in the submittal. There is no page or materials limit to the RFO submission, and concise responses are strongly encouraged.

1. **Cover Transmittal Letter:** Provide a narrative that introduces the firm and team, highlighting the strengths of the firm to execute the proposed project. Please include an acknowledgement that the submitter has received and reviewed the RFO. The letter should be signed by an authorized principal of the submitting firm.
2. **Firm Qualifications, Experience, and References:** Provide a narrative describing the Project Team's qualifications and at least two (2) client references with contact names and information. Include information regarding the Project Team's financial capacity and experience involving similar zero-emission vehicle and charging infrastructure developments. Describe the Project Team's experience working with transmission and distribution utilities service planning process on similar projects. If the Project Team's business plan includes grant funds, please describe the Project Team's experience with external funding programs (grants, incentives, etc.) and reporting requirements, including past experience securing and managing such funds. Additionally, please describe the Project Team's policies and programs regarding diversity, equity, and inclusion.
3. **Description of Project Team Organization, Personnel, and Staffing:** Provide a brief description of all key personnel and technical staff (including Project Team vendors, partners, or sub-consultants) to be involved and their relationship to the services to be provided.
 - Include names, titles, licenses, certificates, fields of expertise, and relevant experience for the management team and key staff.
 - Identify the key managers(s) for the project offer and implementation.
4. **Letter of Commitment:** A Letter of Commitment from participating customer(s) - or indication that proposer is the end user of the vehicles and/or charging infrastructure - listed in the proposal is strongly encouraged with the submittal of your proposal. Proposals without a Letter of Commitment from participating customer(s) - or indication that proposer is the end user of the vehicles or charging infrastructure - will be scored accordingly (see Evaluation Criteria) and may be disqualified.
 - a. A project participating customer can be a fleet(s), independent owner operator(s), and/or charging infrastructure site host(s).
 - b. Letter of Commitment shall include participating customer company name, point of contact, role of the participating customer, and estimated timing of delivery of vehicles and/or charging infrastructure to the participating customer.
5. **Project Description:** Please submit a Project Description Worksheet (i.e., narrative) for each project if you intend to propose multiple projects (Attachment A).
 - a. Projects shall not be conceptual.
 - b. At a minimum, please include the project funding details outlined on Attachment B, RFP Project Description Worksheet.

6. Review of EBCE Loan Agreement: The Respondent will review the EBCE Loan Agreement (Attachment B) and identify, by redline, any portions the Respondent desires to amend either by addition, deletion, or modification.

Reporting

Consistent with the format provided by EBCE, as set forth in the project Loan Agreement, selected project(s) shall submit reports to EBCE's VP of Local Development no later than thirty (30) days after the close of each calendar year. As applicable to the individual project(s), annual report(s) shall include metrics associated with charging infrastructure and vehicle project metrics. See Appendix F of EBCE Loan Agreement for detailed annual project reporting requirements.

Information Submittal Checklist

- Cover Transmittal Letter
- Firm Qualifications, Experience, and References
- Description of Organization, Personnel, and Staffing
- Letter of Commitment
- Project Description(s)
- Loan Agreement with any proposed redlines

3. COMMUNICATIONS

EBCE 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 2022_Medium_Heavy_Duty_Project_Loans_RFO@ebce.org. EBCE will not respond to any material questions submitted after the final question deadline of October 3, 2022. All answers will be compiled into a document and posted to the RFO website by October 10, 2022. EBCE reserves the right to combine, rephrase, or not respond to some questions.

4. 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 EBCE, 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 EBCE's consideration of the proposals:

1. Respondent agrees that EBCE 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

- EBCE, 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 EBCE 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 EBCE that enable them to influence the selection of a Respondent or any competing RFO, nor does Respondent have in its employ any EBCE Director, including any Regular or Alternating Directors (collectively "CCA Director") or EBCE employee who is the spouse or economic dependent of such an EBCE employee. A list of current EBCE Directors can be found on the EBCE's website (<https://ebce.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.

5. TERMINATION OF RFO-RELATED MATTERS

EBCE 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.

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

6. ATTACHMENTS

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

1. Medium and Heavy Duty Project Loan RFO
2. M/H Duty RFO Project Description worksheet (Attachment A)
3. EBCE Clean Energy Loan Agreement (Attachment B)

7. 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 addresses for submitting protests is:
Attention: Howard Chang, COO
East Bay Community Energy
1999 Harrison St, Suite 800
Oakland, CA 94612

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

8. INTERPRETATION

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

Should there be a need to clarify this RFO or any of its attachments, including but not limited to the EBCE Loan Agreement, requests for clarification may be sent via e-mail at 2022_Medium_Heavy_Duty_Project_Loans_RFO@ebce.org. Requests for clarification received after the deadline provided in Section 1.D: Schedule will not be considered.

9. 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, Stockton, Tracy, and Union City.

10. TERMS AND CONDITIONS OF AGREEMENT

Respondents shall enter into a Loan Agreement with EBCE in substantial conformity with the selected proposal, as mutually modified during negotiations with EBCE. The EBCE Loan Agreement outlines the EBCE's standard terms and conditions as part of the loan between EBCE and the successful Respondent. EBCE reserves the right to negotiate project deliverables and associated costs.

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

11. INSURANCE REQUIREMENTS

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

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

12. PUBLIC NATURE OF PROPOSAL MATERIAL

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

EBCE 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".

EBCE 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”), EBCE 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 EBCE. If the Respondent takes no such action after receiving the foregoing notice from EBCE, EBCE 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 EBCE, including the California Public Records Act, EBCE may release Confidential Information, or a portion thereof, as required by the Applicable Law, statute, ordinance, decision, order or regulation. In the event EBCE 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.

13. DISCLAIMER

EBCE 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, EBCE reserves the right, at their sole discretion, to not enter into any transaction at the conclusion of this RFO. EBCE shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal. EBCE reserves the right to modify the terms and conditions of this RFO at any time based on changing needs and market feedback. EBCE 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 EBCE except pursuant to a written agreement signed by the authorized representative of EBCE and the Respondent. EBCE will not be liable at any time for any costs the prospective supplier may incur in preparing or submitting its response to this RFO.