



# **Request for Qualifications**

## **Local Energy Storage Resiliency**

### **Project**

Issuance Date: June 15, 2021

Response Deadline: August 02, 2021, 5:00 PM

The statements contained in this RFQ are made subject to the Reservation of Rights set forth in Appendix C of this RFQ and the terms and acknowledgements set forth in the Submission of Qualifications Section.

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# 1. General Information

## 1.1. Request for Qualifications (“RFQ”) Purpose

Central Coast Community Energy (“3CE”) requests general and technical qualification responses to this Request For Qualifications (“RFQ”) from energy storage development companies, consultants and others (“Respondents”) that can provide the services that are described in section 2 of this RFQ document (“Services”).

The Local Energy Storage Resiliency Project is 3CE’s new procurement effort to deploy energy storage projects, sized anywhere between 1 MW to 5 MW<sup>1</sup> throughout its service area. Development of Front-of-the Meter (“FoTM”), grid-connected energy storage will provide greater resiliency throughout 3CE’s service area and enable 3CE to better manage 3CE’s solar & wind generation resources.

3CE intends to select one or more Respondents (“Qualified Energy Storage Developer”). A Qualified Energy Storage Developer will be expected to bring forward Proposed Project Offers for 3CE to review and evaluate. Projects must be located in 3CE’s service area.

3CE intends to sign agreements for **accepted** Proposed Project Offers through various commercial structures including, but no limited to, energy storage agreements (“ESA”) or build transfer agreements (“BTA”).

Each submission must meet the requirements as defined in this RFQ.

## 1.2. 3CE Background Information

Central Coast Community Energy (“3CE”) operates a Community Choice Aggregation (“CCA”) program under the authority of a joint powers’ agency and subject to legislative and regulatory requirements imposed on load serving entities within the state of California. 3CE serves its members within the geographic boundaries of Monterey, Santa Cruz, San Benito, Santa Barbara Counties, and certain cities within San Luis Obispo County.

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<sup>1</sup> 3CE is willing to consider slightly larger projects on a case-by-case basis but will be primarily focused on projects in this size range

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3CE’s current service area consists of the following local government entities:

\*The County of San Luis Obispo is not currently a member of 3CE.

County of Santa Cruz	County of Monterey	County of Monterey	County of San Benito	City of San Luis Obispo*	County of Santa Barbara
City of Santa Cruz	City of Salinas	City of Sand City	City Hollister	City of Morro Bay	City of Santa Maria
City of Watsonville	City of Monterey	City of Soledad	City of San Juan Bautista	City of Paso Robles	City of Solvang
City of Capitola	City of Pacific Grove	City of Greenfield		City of Pismo Beach	City of Goleta
City of Scotts Valley	City of Carmel	City of Gonzales		City of Grover Beach	City of Carpinteria
	City of Seaside	City of Del Rey Oaks		City of Arroyo Grande	City of Guadalupe
	City of Marina				City of Buellton

3CE’s estimated 2022 retail sales are approximately 5,200 GWh with a peak capacity of 900 MW, distributed 65% non-residential and 35% residential.

[3CE IRP](#) and [Audited Financials](#)

**1.3. RFQ Documents**

This RFQ document consists of a main body and three (3) appendices. Among other things, the main body offers general information pertaining to this RFQ, describes the purpose and drivers of this RFQ and provides high-level considerations for Respondents, includes a milestone schedule for this RFQ, sets forth terms governing the preparation and submission and RFQ-related communications with 3CE, and provides a high-level overview of the process for evaluating and selecting Qualified Energy Storage Providers. The three Appendices are as follows:

- Appendix A Respondent Form
- Appendix B Proposed Project Offer Template & Specifications *(Not required for taking part in this RFQ. Provided here to illustrate what a Qualified Energy Storage Developer will be expected to provide to 3CE.)*
- Appendix C Reservation of Rights

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

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#### 1.4. RFQ Website

This RFQ and related material and information are posted on [3CE's website](#) and available for review. The website will be updated from time-to-time with additional information related to this RFQ. Interested Persons are responsible for monitoring the websites to ensure the timely receipt of information about this RFQ.

#### 1.5. RFQ Administrator

The RFQ Administrator for this RFQ is Jeremy Clark, 3CE's Manager of Energy Trading.

The RFQ Administrator's responsibilities include (i) acting as a liaison between the participants in this RFQ and 3CE on all RFQ-related matters, (ii) ensuring that Respondent questions to 3CE are addressed in an appropriate manner, (iii) receiving, recording and maintaining Respondent submission of qualifications, (iv) and managing other administrative matters relating to this RFQ.

As detailed in Section 6.1 below, all questions, requests, and other inquiries or communications from or on behalf of Respondents to 3CE about this RFQ must be directed in email to the RFQ Administrator.

**Email: [PSolicitations@3CE.org](mailto:PSolicitations@3CE.org)**

## 2. RFQ Overview

### 2.1. RFQ Process

Respondents will have their submitted bid packages reviewed and evaluated. 3CE intends to select one or more Qualified Energy Storage Developers.

Qualified Energy Storage Developers will be provided a list of potential sites, based on 3CE's own independent assessment and outreach.

In order for Qualified Energy Storage Developers to maintain their standing, they will be expected to provide one or more Proposed Project Offers every six months.

A Proposed Project Offer will be to provide the following Services:

- Site Selection and/or Assessment of potential location(s) to install a FoTM energy storage system(s), located within the 3CE service area.
- Obtaining legally binding (e.g. deed, lease agreement, lease option agreement) rights to develop acceptable energy storage systems.
- Obtaining requisite permitting and other required compliance obligations allowing for the construction and operation of the energy storage system.
- Performance of detailed system design including battery system sizing, interconnection and protection devices.
- Turnkey installation of a battery energy storage system designed as Front-of-the-Meter grid-connected during blue sky operations ("Blue Sky mode\*") and able to provide backup power to Site Host during grid outage events ("Island mode\*\*").
- Performance of ongoing operation, maintenance and monitoring of installed system to insure their reliable performance.

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- Battery storage may be lithium-ion, advanced lead-acid, flow or other commercially available energy storage technology.

\*Blue Sky mode is when the energy storage project is interconnected to and operating in parallel with the local distribution system (either PG&E or SCE), is not operating in Island Mode, and the local distribution company maintains operational coordination of the delivery of electric service.

\*\*Island mode is when the energy storage project is disconnected from the distribution system (PG&E or SCE) at the interconnection point, and the energy storage project is discharging energy to provide electric service within the clearly defined electrical boundary of the Site Host.

Refer to Appendix B for the required specifications and the Proposed Project Offer template that will be completed by each Qualified Energy Storage Developer for any suitable sites.

### 3. RFQ Schedule

#### 3.1. Schedule

The RFQ Schedule below sets out milestone events and dates and is critical for Respondents interested in participating in this RFQ. Notice of any change to the RFQ Schedule will be posted on 3CE’s Website: [https://3cenergy.org/current\\_requests\\_for/local-energy-storage-resiliency-project/](https://3cenergy.org/current_requests_for/local-energy-storage-resiliency-project/)

Activity	Scheduled Date
Issuance of RFQ	June 15, 2021
Respondents Webinar	July 13, 2021, at 1:00 PM
Deadline to submit questions	July 28, 2021, at 5:00 PM
<b>Deadline to submit</b>	<b>August 2, 2021 at 5:00 PM</b>
Clarification Contact Period (Tentative)	August 2021
Notification of selected Qualified Energy Storage Developers, and all non-selected Respondents (Tentative)	September 1, 2021

### 4. RFQ Milestones and Processes

#### 4.1. Respondents’ Webinar

3CE will hold a Respondents’ Webinar on date specified in section 3.1. The Respondents’ Webinar will give participants an overview and information session regarding this RFQ and related processes and will allow Respondents to ask questions of 3CE directly.

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### [Join WebEx meeting](#)

<https://us02web.zoom.us/j/86053640931?pwd=RnFhSHhzbXc4RjVxdkNNdjB1QmFCZz09>

Passcode: 4%wgS15M#K

Call-in number (optional): 669-900-6833

Webinar ID: 860 5364 0931

Call-in Passcode: 9969907725

3CE will post answers to all questions on 3CE's websites, including those questions submitted but not answered during the Respondents' Webinar. Please refer to Section 4.2 below for additional information concerning questions submitted in connection with this RFQ.

In the event of an inconsistency between the RFQ documents, the Respondents' Webinar presentation, and the responses posted online or provided verbally, the RFQ documents will control.

#### 4.2 Submission and Posting of RFQ Questions

Respondents and other interested Persons are encouraged to submit questions about this RFQ, to the RFQ Administrator (using the contact information provided above in 1.5). All questions regarding this RFQ must be submitted by email. Interested Persons are requested to submit questions as promptly as possible to ensure the timely receipt of 3CE's response.

Subject to 3CE's consideration of the confidentiality concerns, 3CE intends to post all questions submitted by Respondents, as well as 3CE's responses to those questions, on 3CE's website. All questions will be posted anonymously, to shield the identity of Respondents who posed the questions. 3CE's objective in posting questions and answers is to afford Respondents equal access to information potentially relevant to their proposals. Respondents are urged to submit RFQ questions to 3CE as early as possible, in consideration of the proposal submission deadlines. 3CE expects to provide answers only to questions posed on or before July 28, 2021, and that are specific to an actual proposal submission issue.

### 5. Submission of Qualifications

The Submission of Qualifications Process requires each Respondent to submit to 3CE a completed Package that includes:

- **Executive Summary** (Narrative that addresses added value to 3CE and its customers, details on background and experience in conducting similar Services, applicable professional references (inclusive of names, telephone numbers, email addresses) from completed energy storage projects, licensing & certifications, resumes of key personnel)
- **Appendix A** (Respondent Form)

Under the current schedule, Respondents must submit a completed Package by 5:00 p.m. on the date specified in section 3.1.

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Respondent will bear the risk of any failure of Respondent to submit the completed Package by the required deadline as required by this RFQ. If Respondent does not submit all agreements, information, and material as required by this RFQ, it may be considered non-conforming and may be eliminated from consideration. Responsive package submissions are those which are deemed conforming to all requirements listed in this RFQ document.

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

[PSsolicitations@3CE.org](mailto:PSsolicitations@3CE.org)

## 6. Evaluation of Qualifications

### 6.1. Submission Requirements

The following is a list of requirements for Submission of Qualification Packages to be considered compliant and eligible in this RFQ process:

- a) Packages must be received by 5 p.m. PPT (Pacific Prevailing Time) on the deadline to submit proposals specified in section 3.1 and in compliance with Section 5
- b) All portions of packages must be received in the appropriate digital formats – pdf for narrative documents and Excel spreadsheets for the associated data templates.
- c) All associated data templates must be completed satisfactorily and provided with the package. It is the duty of the Respondent to contact 3CE for clarification regarding completion of Forms. Incomplete templates are grounds for non-consideration.
- d) After receipt of packages, 3CE may contact respondents to request clarification about unclear portions of packages. Respondents will have 5 days to respond back to 3CE or the package will be removed from consideration.

### 6.2. Evaluation and Selection Process

The evaluation will consider the following:

- Completeness of response submission
- Experience and Qualification - Evaluation of the qualifications, expertise, and overall experience of the Respondent as well as that of the personnel specifically assigned to perform the activities described.
- Quality and depth of references.
- Any other criteria 3CE deems relevant.

Respondent(s) selection will be based on, in 3CE's sole discretion, what is in the best interest of 3CE, its Members, and its constituents based on the Respondents' demonstrated competence and qualifications, experience, capacity, and other qualitative and quantitative factors 3CE deems relevant.

### 6.3. Notification of Selection

3CE will notify all Respondents, selected and non-selected, by the date indicated in Section 3.1. Selected Qualified Energy Storage Developers will be expected to sign non-disclosure agreements (NDAs) to signify their willingness to partner with 3CE and to receive the list of potential sites.

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## 1. Miscellaneous RFQ Matters

Without limiting the generality of Appendix C, 3CE reserves the right to withdraw, suspend, cancel, or terminate this RFQ, or to modify any term of this RFQ, including, without limitation, any term concerning the RFQ Schedule (including any date), at any time in its sole discretion. 3CE will endeavor to notify all participants of any such withdrawal, suspension, cancellation, termination, or modification made prior to the Required Submission Time and to post notice of any such action on our website.

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## Appendix A Respondent Form

3CE has posted the RFQ Offer Forms to its Website. If Respondent(s) has any issues accessing the document or questions, please contact the RFQ Administrator.

As part of this RFQ, 3CE has posted a template at the following link: [Local Energy Storage Resiliency Project - 3CE \(3cenergy.org\)](#)

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## Appendix B Proposed Project Offer Template & Specifications

*(Not required for taking part in this RFQ. Provided here to illustrate what a Qualified Energy Storage Developer will be expected to provide to 3CE.)*

As part of this RFQ, 3CE has posted a template at the following link: [Local Energy Storage Resiliency Project - 3CE \(3cenergy.org\)](#)

Refer to this detailed list of project information below that should be included in any Proposed Project Offer. It also details the minimum required operating parameters of the energy storage facility.

This is not a comprehensive list of all requirements, but instead is a list of items that the 3CE team will use to evaluate and assess the acceptability of Proposed Project Offers, submitted by Qualified Energy Storage Developer.

### **1. Energy Storage Resource Overview**

- 1.1. Respondent must provide a thorough summary description of the resource, including, but not limited to, the location, site description, technology, water source(s). Anything provided in the summary should not otherwise limit Respondent's response to any of the requirements below.
- 1.2. In detail, please describe Respondents planned interconnection within CAISO markets: Include type of interconnection being pursued and detailed timeline.

### **2. Site Selection**

- 2.1. Site Assessment: Description of selected site
  - 2.1.1. Describe the following: (a) legal description of real property on which the project is or will be located, (b) location's suitability for planned project, (c) land use action plan, (d) any known or anticipated environmental (air quality, threatened/endangered species, vegetation, wildlife) impacts (e) local permitting timeline.
- 2.2. Site Control: Description of planned form of site control
  - 2.2.1. Describe if Respondent plans: (a) to own or has the option to purchase the Site; (b) is the lessee or has the option to lease the Site; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Site.

### **3. Transmission/Distribution**

#### Interconnection

- 3.1. Description of interconnection facilities
  - 3.1.1. If applicable, include information on the interconnection facility may be shared among multiple interconnection agreements, Generating Facilities, off-takers, or co-located resources and the share of the interconnection quantity allocated to this proposal/ offer.
- 3.2. Maximum facility capability as studied in the LGIA (PMAX Value)
  - 3.2.1. Current status of interconnection agreement including status of open modification requests and interconnection agreement amendments.
  - 3.2.2. Status of any required or optional system upgrades (reliability or deliverability related)

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- 3.2.3. Project Name and CAISO Queue Position# or WDAT# as applicable
- 3.2.4. Current approved Commercial Operation Date for the project

Transmission/Distribution Service

- 3.3. Provide a description and details of any existing transmission or distribution service from the facilities' point of interconnection.
- 3.4. Provide any details that are available about any past system impact studies or facility studies for service that originated or would have originated from the facilities' point of interconnection.
- 3.5. Provide details regarding any CAISO sponsored deliverability studies from the facility.
  - 3.5.1. Include the project's current status in the CAISO Transmission Plan Deliverability process (Seeking, Parked, or Retaining) as well as deliverability status requested and MW# allocated, as applicable or;
  - 3.5.2. If the proposal/ offer represents a portion of a whole Facility, please outline a specific proposal (including MW#s) for division of deliverability, interconnection capacity/ PMAX, and nameplate capacity.
- 3.6. Provide details regarding any pending service requests from the facility.

**4. Energy Storage operating restrictions shall not be materially more restrictive than as set forth below,**

- 4.1. Front-of-the-Meter (FoTM) interconnection, visible to the CAISO.
- 4.2. Minimum Full Cycles allowed per day: 2 cycles per day for 4-hour battery or 1 cycle for 8-hour battery
  - 4.2.1. One cycle is equal to charging from Minimum State of Charge (SOC) to Maximum SOC AND discharging from Maximum SOC to Minimum SOC.
- 4.3. Partial Cycles allowed per day: Unlimited
- 4.4. Full Cycles allowed per year: 365
- 4.5. Minimum Round trip Efficiency Losses: ~85%
- 4.6. Annual Average SOC ~50%

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## Appendix C      Reservation of Rights

### **1. Reservation of Rights**

Notwithstanding anything to the contrary, 3CE may, and expressly reserve the right to, at any time and from time to time, without prior notice and without assigning or providing any reason therefor:

- cancel, suspend, withdraw or terminate this RFQ (including, without limitation, after the selection under this RFQ of one or more Respondents for a PPA) or cancel or suspend its participation in this RFQ;
- modify this RFQ, including, without limitation, any Appendix to this RFQ, or any of the dates, times or places set forth in the RFQ or related to the RFQ process;
- accept, refuse to accept, consider, not consider, favor, disfavor, recommend, not recommend, pursue or reject any proposal, in its sole and absolute discretion, for any reason;
- without limitation of the generality of any of the other terms herein, reject or eliminate any proposal submitted in response to this RFQ that is incomplete, is nonconforming, or contains irregularities (or waive any irregularity in any proposal), or that it determines was made with the intent to create artificial prices, terms, or conditions or would have that effect;
- carry out negotiations with any, some or all Respondents or other Persons related to this RFQ, and suspend or terminate negotiations with any Respondent or other Person at any time, including, without limitation, as a result of any change in resource needs of 3CE giving rise to this RFQ;
- discuss the terms of any proposal or any other material submitted by Respondent with, and obtain clarification or additional information concerning such proposal or such other material from, Respondent or its directors, officers, employees, agents, representatives, and advisors;
- request from Respondent information not detailed in or required by this RFQ but that may be necessary or relevant to the evaluation of Respondent's proposal(s) and utilize such information as 3CE deems appropriate in connection with such evaluation of this RFQ;
- receive, consider, pursue, or transact on (i) opportunities to acquire other assets or resources offered or that become available outside of the RFQ process as such opportunities arise or (ii) proposals offered in response to this RFQ that are nonconforming or eliminated from consideration in this RFQ;
- invite further proposals in or outside of this RFQ or supplemental submissions of proposals;
- determine which Respondents or entities to allow, or continue to allow, to participate in the RFQ process;
- pursue or transact on proposals offered in response to this RFQ regardless of any rank order established in the RFQ evaluation process to promote diversity of supply in this RFQ, gain experience with different technologies, limit exposure to a counterparty, technology or resource or a particular set of risks, or achieve other commercial goals 3CE deem appropriate;
- sign or not sign PPA(s) with Respondents or other Persons relating to the Transactions solicited by this RFQ;
- subject to the terms of any applicable confidentiality agreement entered into between 3CE and Respondent, retain, archive, or destroy any information or material provided to or for the benefit of 3CE in the Proposal Submission Process; and

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- take any and all other actions it deems necessary or appropriate, in its sole and absolute discretion, in connection with this RFQ and the RFQ process.

Each of the foregoing rights (including any right listed in a series of rights) may be exercised individually by 3CE or any director, officer, employee, or authorized agent or representative of 3CE or its of their respective parent. The reservation of rights contained herein is in addition to all other rights reserved or granted to 3CE or any of its Affiliates elsewhere in this RFQ or otherwise held by or available to 3CE or any of its Affiliates.

## **2. No Warranties or Liabilities**

BY PARTICIPATING IN THE RFQ PROCESS, EACH RESPONDENT AGREES THAT, EXCEPT TO THE EXTENT CONTAINED IN A ESA WITH RESPONDENT:

- (A) ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF 3CE OR ANY OTHER AFFILIATE OF 3CE IN CONNECTION WITH THIS RFQ IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND
- (B) 3CE, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ADVISORS SHALL HAVE NO LIABILITY TO ANY RESPONDENT, ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, LENDERS, OR INVESTORS RELATING TO OR ARISING FROM THE USE OF OR RELIANCE UPON ANY SUCH INFORMATION, ANY ERROR OR OMISSION THEREIN, OR OTHERWISE IN CONNECTION WITH THIS RFQ.

## **3. Acceptance of Proposals**

Without prejudice to 3CE's rights under the Proposal Submission Agreement or at law or in equity, no proposal submitted by any Respondent shall be deemed accepted by, or otherwise binding upon, 3CE or any of its Affiliates and 3CE, its Affiliates and their respective directors, officers, members, employees, agents and representatives shall have no obligation or liability of any kind with respect to any such proposal or otherwise in connection with this RFQ, unless and until a PPA has been mutually executed and delivered by 3CE or any of its Affiliates and Seller, and then such obligation or liability shall exist only if and to the extent expressly set forth or provided for therein or in another signed, binding written agreement entered into by 3CE or any of its Affiliates and Seller. Notwithstanding anything to the contrary in this RFQ, all proposals delivered to 3CE shall become the sole and exclusive property of 3CE upon receipt, and 3CE shall have all rights and privileges of ownership of such property, subject to any provision of this RFQ relating to confidentiality and any applicable confidentiality or other signed, binding written agreement between 3CE and Respondent or Seller executed in connection with this RFQ process.

## **4. Respondent Costs and Expenses**

Each Respondent is solely responsible for all costs and expenses it incurs in connection with this RFQ. Through its participation in this RFQ, each Respondent agrees that under no circumstance, including, without limitation, 3CE's withdrawal from or suspension, cancellation, or termination of the RFQ process, will 3CE, any of its Affiliates or any of their respective directors, officers, members, partners, employees, agents, representatives or advisors have any responsibility or liability of any kind to Respondent its Affiliates or any of their respective directors, officers, members, partners, trustees, employees, agents, representatives, advisors or lenders for any cost or expense directly

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or indirectly incurred by Respondent (no matter how incurred) in connection with the RFQ process. Nothing in this Section 4 shall be construed to limit the generality of Section 2 above.

**5. Respondent Disclosure of RFQ Information**

No Respondent may, without the prior consent of 3CE, disclose to any other Person (except 3CE staff) its participation in the RFQ process (other than by attendance at any meeting to which more than one participant is invited by 3CE, which attendance in and of itself will not violate this provision of this RFQ). Further, no Respondent may disclose, collaborate on or discuss with any other Person (except 3CE staff) bidding strategies or the substance of proposals, including, without limitation, the price or any other terms or conditions of any contemplated, indicative or final proposal. Any such disclosure, collaboration or discussion would violate this RFQ and the Proposal Submission Agreement and may result in the rejection of Respondent's proposal or elimination of Respondent from further participation in this RFQ.

**6. Respondent Acceptance of this Appendix C**

By participating in the RFQ process, each Respondent agrees that it will be deemed to have accepted all the rights and terms included in this Appendix C and to have agreed that its participation in the RFQ is subject to such rights and terms. 3CE is conducting this RFQ and participating in the RFQ process in reliance upon the foregoing agreement.