

VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 8

TO: Community Advisory Committee

FROM: Gordon Samuel, Assistant General Manager & Director of Power Services

SUBJECT: Carbon Neutral Task Group Update

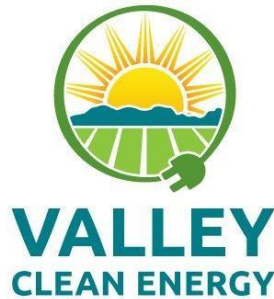
DATE: August 26, 2021

The Carbon Neutral Task Group requested that as background for the Community Advisory Committee, staff forward the request for proposals (RFP), associated with the Carbon Neutral study approved by the Board earlier this year. The purpose of this report is to transmit the RFP. On April 30, 2021, Valley Clean Energy (VCE) issued a request for proposals (RFP) from qualified consultants to explore the feasibility, cost and benefit of pursuing a 100% carbon free portfolio. The consultant, Energeia, was selected to perform the study. The contract with the consultant was approved by the Board on July 8, 2021.

Attachment

Carbon Free Portfolio RFP

**Valley Clean Energy Alliance
604 2nd Street, Davis, California 95616
Phone: (530) 446-2750**



**REQUEST FOR PROPOSALS
FOR
100% CARBON FREE PORTFOLIO STUDY**

**PROPOSALS ARE DUE:
Friday, May 21, 2021 BY 4:00 P.M. (Pacific Daylight Time)
Proposals must be e-mailed in PDF form to Gordon.Samuel@ValleyCleanEnergy.org**

**Valley Clean Energy Alliance is a Joint Powers Authority
consisting of the Cities of Davis, Woodland, and Winters and the County of Yolo.**

Scope of Services**100% CARBON FREE PORTFOLIO STUDY****I. INTRODUCTION**

Valley Clean Energy is seeking a qualified consultant (Contractor) to explore the feasibility, cost and benefit of pursuing a 100% carbon free portfolio. This 100% carbon free portfolio will be developed as an option to be considered as part of VCE's Strategic Plan and in VCE's upcoming Integrated Resource Plan (IRP). It is intended that all elements of the generation portfolio will be renewable and/or carbon free as defined below.

II. BACKGROUND

2.1 Valley Clean Energy Alliance or Valley Clean Energy (VCE), is a joint powers authority providing a state-authorized Community Choice Energy (CCE) program. Participating VCE governments include the City of Davis, the City of Woodland, the City of Winters and the unincorporated areas of Yolo County. PG&E continues to deliver the electricity procured by VCE and to perform billing, metering, and other electric distribution utility functions and services. Customers within the participating jurisdictions have the choice not to participate in the VCE program.

2.2 Since VCE started serving load in June 2018, VCE has added resources under long term contracts and is gradually building up a portfolio of short and long term assets in line with its vision and the demand of its customers. To date, VCE has relied mainly on market purchases of energy, Resource Adequacy (RA), and Renewable Energy Credits (RECs) in order to serve its electric demand and meet regulatory requirements with respect to resource adequacy and renewable energy. Starting in 2021 VCE will increasingly meet electric demand with resources under long term contracts. VCE has contracted for 50 MW of new solar resource (PV – photovoltaic) located in Kings County, CA and a 3 MW PV + 3 MW storage (BESS – battery energy storage system) project in Yolo County, CA to come online before the end of 2021. In 2022, two additional solar + storage power purchase agreements (PPAs) have been executed (90 MW PV + 75 MW BESS in San Bernardino County, CA and 20 MW PV + 6.5 MW BESS in Yolo County, CA). Finally, two other long-term RA capacity contracts have been executed - 7 MW of demand response beginning in the Summer 2021 and another 2.5 MW of stand-alone battery storage by Summer 2022.

III. DETAILED SCOPE OF WORK

The scope of work for this project includes the following:

- Develop a 100% renewable portfolio study report
 - o Net zero and 24x7 by 2030
- Develop a 100% carbon free portfolio study report
 - o Net zero and 24x7 by 2030
- Use production cost model to simulate generation of existing and future resources

- o Develop lowest cost resource mix at different renewable/carbon free penetrations levels
- Perform risk analysis of the scenarios/contingencies
 - o Contractor invited to present scenarios/contingencies to consider
- Provide industry trends for renewable resources, large hydro, storage, etc.

3.1 Renewable Electricity – includes “biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation of 30 megawatts or less, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current”, [(Public Resources Code § 25741), Renewables Portfolio Standard (RPS). (Public Utilities Code § 399.11 et seq.)] Renewable electricity is assumed to be free of GHG emissions.

3.2 Carbon Free Electricity – Any electricity that meets the definition of renewable electricity above plus other sources considered zero emission. These zero emission sources now in California include existing large hydro (greater than 30 MW) and existing nuclear. New technologies not now included in the zero-emission category can be added in the future. Carbon Free power uses no fossil fuel generation. See <https://focus.senate.ca.gov/sb100/faqs> for FAQs on existing large hydro and existing nuclear and their inclusion in SB 100. The percent of the power that must meet RPS is governed by SB 100 (De Leon, 2018) and shall be equal to or greater than 60% for 2030 and beyond. By 2045 all electricity in California is to be Carbon Free.

3.3 Hour by Hour // 24/7 – The Carbon Content of the Electricity provided is analyzed on an hour by hour basis. And for our purposes is either Renewable or Carbon Free Electricity each and every hour of the day.

3.4 Carbon Neutrality – The net carbon content of the electricity is analyzed over a period of time (usually a year) and the net carbon content is zero. During this period both sources that emit carbon and those that do not can be used, but the net carbon emissions are zero. Net zero can be achieved if zero carbon electricity is overproduced at certain times and that excess zero carbon electricity is demonstrated through available data to displace carbon emitting electricity on the grid at that time. If enough zero carbon electricity is overproduced, the net carbon emissions can be zero.

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POWER SOURCE	RENEWABLE	<u>R/HBH</u>	<u>R/CN</u>
	CARBON-FREE	<u>CF HBH</u>	<u>CF/CN</u>
		HOUR BY HOUR	CARBON NEUTRAL

ANAYLYSIS TIME FRAME

“R/HBH/CF/CN”: Renewable /Hour by hour/Carbon free/Carbon neutral

IV. PROFESSIONAL SERVICES

The following tasks and are incorporated into the Scope of Work.

4.1 Project Tasks

Contractor shall prepare and provide the following:

4.2 Portfolio Study Reports

The Portfolio Study Report (Report) shall describe at a high level the method used to perform the work. The fundamental algorithmic assumptions and approach must however be logical, consistent and explained in narrative form. The inputs used by the Contractor should align with the inputs provided by VCE. Reports and supporting documents shall be provided in .pdf, WORD, Excel or other commonly used formats.

Potential resources that could be included in the portfolios

- Solar (Front of meter, FOM/Behind the meter, BTM)
- Wind
- Hydro
- Pump Storage

- Geothermal
- Biomass
- Battery Storage (FOM/BTM)
- Nuclear
- Energy Efficiency
- Demand Response
- Demand Management

4.3 Scenario Scope

The Contractor must use a production cost model to simulate the generation of existing and future resources. The results for each scenario must be summarized in the Report to at least include the following: costs, generation of each resource (GWh), market purchases (GWh), demand response deployment, behind the meter deployments, nameplate capacity of new resources, battery configurations (capacity and duration), imports, amount of local generation and CO2 equivalent tons.

The Contractor shall propose and discuss with VCE any viable scenarios based on Contractor's experience and expertise. These proposed scenario submittals will be reviewed by VCE. Each scenario shall include all costs on an annual basis for PPA energy costs, transmission or other delivery costs, fuel costs and any fixed and variable O&M. Contractor shall complete a quantitative evaluation for each scenario. Each scenario, unless otherwise noted, shall be modeled on an hourly basis. The Loss of Load Expectation (LOLE) for each scenario should not exceed one (1) day in ten (10) years.

4.4 Model VCE reference case. Align with the assumptions made for the reference case and identify any differences.

Contractor will solve for the mix of renewable or carbon free resources that results in the lowest cost plan. All loads will be served by assets procured by VCE. VCE will not rely on spot energy purchased from outside resources.

4.5 Risk Analysis

Attempting to achieve a 100% carbon free portfolio entails risks and unknowns, some of which VCE is able to anticipate, and others that may not be obvious. This section lists some of the potential risks that VCE has so far identified. The Contractor shall explain the risk and mitigation for each concern listed below.

It is also anticipated that the list below is likely incomplete, and for that reason the Contractor is expected to address and explain in the Report any additional risks and mitigations that it may be aware of or discover during the course of the study.

4.5.1 Particular attention shall be paid to the capacity and duration of output of any energy storage facilities proposed. There is some concern for instance, that solar

sources of supply may not be available or adequate for extended times, during some winter peak conditions. The storage must be capable of covering the deficit.

4.5.2 If large amounts of storage are necessary through the variability of renewable sources, how will it be ensured that storage can be kept sufficiently charged using only the renewables? Would access to a greater amount of renewables, either from the grid or locally connected, be required to charge the storage and maintain a 100% renewable posture? What would be the estimated cost?

For instance, if renewable resources are installed or purchased only in quantities sufficient to serve VCE's peak load, when and how often would it be assumed those resources could be successfully diverted to keep the storage charged to acceptable levels? Would it be necessary to purchase more renewables strictly to serve storage?

4.5.3 There could be a risk in purchasing access to renewables or carbon free in quantities sufficient to ensure the ability to reliably serve load for the full 8760 hours of the year. The risk is having significant excess energy at certain times of the year or day. What would be the best strategy for dealing with this issue? Exporting to the grid? Curtailing the renewable/carbon free energy?

The Contractor shall identify in each scenario evaluated the magnitude in MWs and the risk in annual hours of having significant excess energy.

4.5.4 How will demand response programs be deployed? What is the magnitude, duration (per day/per year), and time of day that these programs are expected to be implemented?

4.6 Discussion of possible future industry trends in renewable resources, carbon free resources and storage

Contractor shall also gather input on trends and emerging technologies that could reach maturity by 2030, and which could help in achieving the 100% renewable or carbon free goal.

The Contractor shall provide in the Report a separate discussion of what is considered to be emerging and future trends in renewable energy, carbon free energy, storage and other potential technologies that could aid in achieving a goal of 100% carbon free portfolio. The discussion should include future factors such as, but not limited to, pricing, capacity factor, efficiency, new inverter technology, operating capabilities, and whatever else the Contractor may consider to be relevant.

The Contractor shall provide in support of this discussion of future trends a survey or summary of pertinent industry sources, referenced as appropriate.

V. PROPOSER MINIMUM QUALIFICATIONS

The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting.

Item	Criteria Description	Weighting
	<p>Experience and Qualifications</p> <ol style="list-style-type: none"> 1. Experience of firm 2. Resumes of staff designated to support this scope 3. CCA/Public Power/Energy experience 	45%
	Compliance with VCE Sample Contract	10%
	Price	45%
	Total	100%

5.1 Proposal Submittal Requirements

1. Ten pages maximum submitted electronically. Executive Summary with brief description of company including Firm or individual name and contact information, including e-mail and website addresses, year organized, principals with the firm, types of work performed, number of employees.
2. Resumes of key staff that would work on VCE projects.
3. Information on any previous experience or services provided, including CCA experience.
4. Other factors or special considerations you feel would influence the selection of your proposal.
5. List of references and contact information.

5.2 Miscellaneous

1. Additional Information

Scope of Services may be revised upon mutual agreement between the Contractor and VCE.

2. Ownership of Work Products

All notes, documents, and final products in all native formats (e.g., Word, Excel, PowerPoint, databases, handwritten notes) produced in the performance of this agreement shall be the property of VCE and shall not be shared with other entities without permission from VCE staff.

3. Request for Proposal Schedule

VCE anticipates that the process for selection of Carbon Free Portfolio Study and awarding the contract will be according to the following tentative schedule.

5.3 Schedule

Milestone Description	Date
Issue RFP	4/30/2021
Return NDA	5/12/2021
Responses due	5/21/2021
Consultant selection	6/17/2021
Study work	Q3 2021
Final report complete	Q4 2021

5.4 Instructions to Proposers

1. Time and Manner of Submission

The Proposal shall be submitted electronically to and received by VCE's office no later than 4:00 p.m. (PDT) on Friday, May 21, 2021.

Submit to:

Gordon Samuel, Assistant General Manager
Email: gordon.samuel@ValleyCleanEnergy.org

- Each proposal shall include the full business legal name, DBA, and address and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature.
- All proposals submitted become the property of VCE.

2. Explanations to Proposers

All requests, questions or other communications regarding this RFP shall be made in writing to VCE via email. **Address all communications to Gordon Samuel (gordon.samuel@valleycleanenergy.org).** To ensure that written requests are received and answered in a timely manner, email correspondence is required.

VCE will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

3. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by an electronic request received by VCE prior to the Request for Proposal due date.

4. Revisions and Supplements

Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.

5. Proposal Evaluation and Selection Process

The proposals submitted shall be evaluated for award based on the criteria described in the "Proposal Evaluation Criteria" section of this Request for Proposal.

VCE may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on VCE's review of the proposals received, a "short listed" group of Proposers may be selected. The "short listed" firms may be required to make verbal presentations of their qualification to VCE. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of VCE to accept it.

The right is reserved, as the interest of VCE may require, to reject any or all proposals and to waive any irregularity in the proposals received.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to VCE the required insurance certificates as per section 3.10 of the sample contract and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification.

6. Duration of Contract

This contract shall be for one year, subject to approval by VCE's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The Budget is subject to the approval of VCE's Board of Directors.

7. Qualifications of Proposers

VCE expressly reserves the right to reject any proposal if it determines that the business and technical organization, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

8. Proposal Preparation Costs

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to VCE.

9. Conflicts

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

10. Manner and Time of Payment

At completion of the scope, Contractor shall submit an invoice for the lump sum of the work performed.

11. Subcontractors

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts.

Contractor will pay subcontractors in a timely manner.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and VCE.

12. Notice Related to Proprietary/Confidential Data

Proposers are advised that the California Public Records Act (the "Act", Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask VCE to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. A failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. VCE favors full and open disclosure of all such records. VCE will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

13. Contract

VCE's standard contract is included as Attachment A - *Sample Contract* of this Request for Proposal. VCE may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

5.5 Performance Requirements

Performance Requirements/Acceptance Criteria

- a. All Milestones shall be completed in accordance with approved schedule.
- b. Deliverable items must be complete, legible, comprehensible, and satisfy all requirements set forth in the scope of work.

5.6 Reference Documents

VCE will provide reference documents to aid in the preparation of RFP responses after execution of the non-disclosure agreement (NDA) – a sample NDA is attached as Attachment B.

5.7 Resource and Submittal Requirements

Contractor shall provide all resources required to complete the work described herein, including but not limited to skills, services, supervision, tools, documents, information, labor, materials, equipment, computing capability, transportation, and any other necessary item or expense to fulfill the work requirements.

5.8 Project Cost

Contractor shall provide a not to exceed lump sum price. If VCE modifies the scope and additional study work needs to be performed, Contractor shall provide a change order price before initiating the work.

ATTACHMENT A - SAMPLE CONTRACT

A *SAMPLE* CONTRACT IS ATTACHED HERETO.

SAMPLE CONTRACT PURPOSELY OMITTED

ATTACHMENT B – SAMPLE NON-DISCLOSURE AGREEMENT

A SAMPLE NON-DISCLOSURE AGREEMENT IS ATTACHED HERETO.



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE Agreement (this “**Agreement**”) is entered into as of _____, 2021 (the “**Effective Date**”) between and among Valley Clean Energy, a California joint powers authority (“**VCE**”) and [Respondent name] a [state of formation] [type of entity] (“**[Name of party]**”).

The parties to this Agreement intend to enter into discussions regarding consulting and study services to be negotiated between VCE and [Name of party] in connection with the VCE Strategic Plan (the “**Transaction**”). In connection with the Transaction, the parties may receive certain Confidential Information (as defined below) from each other, the confidentiality of which the parties desire to protect. For purposes of this Agreement, the party making the disclosure of Confidential Information is referred to as “**Disclosing Party**” and the party receiving such Confidential Information is referred to as “**Receiving Party**.” For purposes of this Agreement, “**Affiliate**” means, as to any party hereto, any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Confidential Information.**

(a) Defined. “**Confidential Information**” means all secret, proprietary, confidential or otherwise nonpublic information of or relating to a party or its Affiliates, in any form whether written, electronic, visual or oral pertaining to the contemplated Transaction, and all notes, analyses, compilations, studies, reports, interpretations, or other material prepared by Receiving Party or its employees or agents which contain or reflect or are based upon, in whole or in part, the foregoing.

(b) Exclusions. Confidential Information does not include information (i) that is or becomes generally known to the public other than as a result of disclosure by Receiving Party or any of its Representatives (as defined below) in violation of the terms of this Agreement; (ii) that is in the possession of Receiving Party at the time of disclosure by Disclosing Party, as reasonably evidenced by a prior or contemporaneous writing and other than as a result of Receiving Party’s breach of any legal obligation; (iii) that becomes known to Receiving Party through disclosure by sources other than Disclosing Party which, to the knowledge of Receiving Party, are not subject to any obligation of confidentiality or other duty not to disclose such information; or (iv) that is independently developed by Receiving Party without reference to the Confidential Information and through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information, as reasonably evidenced in writing by Receiving Party.

2. **Obligation of Confidentiality.** Receiving Party will not use or disclose any



Confidential Information of Disclosing Party except for purposes of carrying out Receiving Party's duties and obligations with respect to, and otherwise as reasonably necessary to implement, the Transaction, except that Receiving Party may disclose such Confidential Information where it is under a legal or regulatory obligation to do so. Subject to the foregoing, without the prior written consent of Disclosing Party, Receiving Party will not disclose any portion of the Confidential Information to any person, other than to employees, consultants, Affiliates, advisors, attorneys, auditors, lenders or agents of Receiving Party who have a need to know in connection with the Transaction or otherwise (collectively, to the extent Receiving Party discloses, or provides access to, Confidential Information to any of the foregoing, its "**Representatives**"), provided such Representatives are informed of this Agreement and agree to be bound by the terms hereof or are otherwise bound by obligations of confidentiality with regard to the Confidential Information which are at least as protective as the confidentiality obligations set forth herein.

3. Compliance with the Law. If Receiving Party becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule) to disclose any Confidential Information of Disclosing Party, Receiving Party shall provide Disclosing Party with prompt notice so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. Each party hereto acknowledges and agrees that information and documentation provided in connection with the Transaction may be subject to the California Records Act (Government Code Section 6250 et seq.).

4. Return of Materials. Upon termination of the Agreement or upon the earlier written request of Disclosing Party, Receiving Party shall, and shall cause its Representatives to, promptly upon the written request of Disclosing Party, deliver to Disclosing Party all documents, files or other materials furnished by or on behalf of Disclosing Party to Receiving Party constituting Confidential Information, without retaining any copies of them. Receiving Party shall then and shall cause its relevant Representatives to destroy all other documents, files or materials constituting Confidential Information of Disclosing Party (including all electronic records containing or describing any Confidential Information), and shall confirm in writing to Disclosing Party that all Confidential Information and records have been returned or destroyed. The obligations of Receiving Party contained in this Agreement will survive any return or destruction of documents, files or other materials containing Confidential Information; provided, however, an archival copy of the Confidential Information and copies, notes, summaries, or extracts may be retained (and subsequently destroyed) in the files of Receiving Party in accordance with its record retention policies, so long as such policy does not conflict with the terms of protection of Receiving Party for the periods described in this Agreement.

5. Governing Law and Jurisdiction. This Agreement will be governed by and interpreted in accordance with the internal laws of the State of California, without regard to



conflicts of laws. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Sacramento County for the purposes of adjudicating any matter arising from or in connection with this Agreement. Each party expressly waives any right to a trial by a jury in any proceeding arising directly or indirectly out of this Agreement.

6. No Representation, Warranty or Obligation. Disclosing Party makes no representation or warranty, express or implied, as to the Confidential Information, including without limitation to any warranty against infringement, accuracy or completeness, and Disclosing Party shall have no liability based upon the Confidential Information; provided, that Disclosing Party represents it has the right to disclose the Confidential Information to Receiving Party hereunder. Nothing in this Agreement obligates Disclosing Party to make any particular disclosure of Confidential Information or to complete, revise or update any Confidential Information. Nothing herein obligates any party hereto to enter into or continue discussions or transactions related to the Transaction, or prevents Disclosing Party from disclosing its Confidential Information to any other person or entity.

7. Term. This Agreement will continue in full force and effect for a term of three (3) years from the Effective Date. This Agreement shall survive any change or termination of the parties' business relationship.

8. Remedies. Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

9. Miscellaneous. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof. This Agreement supersedes all prior written and oral agreements and all other communications between the parties. Amendments and modifications to this Agreement will be effective only if written and signed by the parties hereto. This Agreement will be binding upon and inure to the benefit of each party's successors or permitted assigns. Except as expressly stated herein, each party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the parties hereto, and their successors and permitted assigns. If any provision in this Agreement is invalid or unenforceable in any circumstances, its application in any other circumstances and the remaining provisions of this Agreement will not be affected thereby. All



notices, requests, consents and other communications required or permitted to be delivered hereunder must be made in writing and delivered by hand, via overnight delivery service or by registered or certified mail, postage prepaid. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. The parties may rely on electronic signatures and a signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party represents and warrants that the individual signing below has the necessary authority to bind the party set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

VALLEY CLEAN ENERGY, a California joint powers authority

[] a [*State of Formation*] [*Entity Type*]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____