



REDWOOD COAST
Energy Authority

REQUEST FOR PROPOSALS
for
Desert Community Energy
and
Redwood Coast Energy Authority
PREPAY COUNTERPARTY FOR AN
ENERGY PREPAYMENT TRANSACTION
RFP-26-401

RESPONSE DUE
to procurement@redwoodenergy.org
by
4:00 p.m. PPT on February 23, 2026

A. BACKGROUND AND INTRODUCTION

Desert Community Energy and Redwood Coast Energy Authority are jointly seeking proposals from qualified financial institutions (“Consultant”) to provide Prepay Counterparty for an Energy Prepayment Transaction (“Services”).

1. BACKGROUND

Desert Community Energy (DCE) and Redwood Coast Energy Authority (RCEA) are dynamic public agencies serving customers with renewable energy options at affordable rates as two of the 25 Community Choice Aggregators (CCAs) operating across California.

RCEA launched Community Choice Energy (CCE) service in 2017 and currently serves more than 60,000 customer accounts with an annual load of approximately 600 GWh within the Pacific Gas & Electric Co. service territory.

RCEA was created to serve as a local leader in the effort to advance secure, sustainable, and affordable energy resources in Humboldt County. Founded as a Joint Powers Authority (JPA) in 2003, RCEA’s mission is to lead, coordinate, and integrate regional efforts to create a cleaner, greener energy future for our community. RCEA is governed by a Board of Directors (Board) composed of elected representatives from each participating jurisdiction. Members include the County of Humboldt, the Cities of Eureka, Arcata, Fortuna, Rio Dell, Blue Lake, Ferndale, and Trinidad, the Yurok Tribe and the Blue Lake Rancheria. For more information, please visit our website at www.redwoodenergy.org.

RCEA’s operating revenue was \$77.5 million for fiscal year 2024/25 and is projected to be \$62.7 million for this fiscal year. As of November 30, 2025, RCEA reported a net position of \$8.6 million and maintained \$44.2 million unrestricted cash. RCEA’s Annual Audited Financial Statements and Quarterly Unaudited Financial Reports are available on its website, referenced above, under Key Documents.

DCE is a California JPA formed to offer a CCA program in the desert region of Riverside County. DCE began serving load in 2020 for the City of Palm Springs and works to provide overall rates that are lower or competitive with those offered by Southern California Edison (SCE) for similar power supplies, to supply an energy portfolio that prioritizes reducing greenhouse gas emissions and utilizing local renewable resources, and to establish local control. For more information, please visit our website at www.desertcommunityenergy.org.

DCE recorded operating revenues of \$70.8 million in FY2024/25 and a net position of \$40 million. As of December 31, 2025, DCE reported 353 adjusted days of liquidity on hand, consisting of \$32 million unrestricted cash and a \$20 million revolving line of credit with no current borrowings. DCE’s Annual Audited Financial Statements are available on its website, under Key Documents.

In January 2026, DCE and RCEA jointly engaged Mohanty LLC, a municipal financial advisory firm, to assist with the initial evaluation of prepayment transactions and to identify qualified service providers to support a prospective prepay bond transaction.

2. TERM OF AGREEMENT

Services are expected to commence on March 9, 2026, and continue through the successful closing of the prepay transaction.

3. MINIMUM QUALIFICATIONS AND GENERAL EXPECTATIONS OF THE CONSULTANT

- All proposers must hold a valid business license in the jurisdiction where they operate.
- Consultants must possess the technical expertise, depth of experience, and availability necessary to support DCE and RCEA in successfully completing their first prepayment transaction. DCE and RCEA's target is to close the transaction by the end of the second quarter of 2026.
- The proposing firm must demonstrate experience working with California-based public agencies or municipalities.
- Due to the confidential nature of DCE and RCEA's operations, the selected Consultant will be required to execute a Non-Disclosure Agreement (NDA) covering any DCE and RCEA customer or proprietary information accessed during the engagement.

B. PROPOSAL SUBMISSION REQUIREMENTS

DCE and RCEA will establish a Consultant Selection Panel (Panel) to evaluate all proposals based solely on the information submitted, in accordance with the evaluation criteria outlined below.

The Panel reserves the right to conduct interviews with a "short list" of Proposers who, in the Panel's judgement, are most likely to be recommended for contract award. Interviews may include discussions regarding the scope of services, potential conflicts of interest, and proposed fees or compensation structures. Interviews may be conducted by telephone, video conference, or in person, at DCE and RCEA's sole discretion.

Following the evaluation of proposals and any interviews, the Panel will rank the submissions and recommend the most qualified Proposer to DCE and RCEA's Boards of Directors for potential contract award. The Boards of Directors retain final authority to approve and enter into an agreement with the selected Proposer. DCE and RCEA reserve the right to reject any or all proposals submitted in response to this RFP.

All proposals must be submitted by 4:00 pm PPT on February 23, 2026, electronically to: procurement@redwoodenergy.org. Late submissions may not be accepted; submit early to ensure successful electronic delivery. Please include "**PROPOSAL FOR RENEWABLE ENERGY PREPAYMENT PROGRAM**" in the email subject line.

DCE and RCEA request that all proposals include the following minimum requirements to demonstrate the proposer's comprehensive understanding of the project and to provide DCE and RCEA with a complete assessment of the proposer's ability to meet DCE and RCEA's needs.

1. CONTENT AND FORMAT OF PROPOSAL

Please limit proposal to 20 pages maximum with a minimum font size of 12pts.

A. Supplier's Qualifications

1. Describe your firm's municipal utility presence, both nationally, regionally and within California, with respect to energy supply and trading.
2. Detail your recent experience, if any, in supplying or trading renewable energy both nationally, regionally and within California.
3. Describe your firm's experience with CCA clients.
4. Describe the qualifications and experience of the personnel assigned to your prepay team and a description of the function each would perform.
5. Describe any other attributes that distinguish your firm from others offering similar services that you believe would be helpful to DCE and RCEA in the selection process.
6. Describe any possible conflicts of interest with DCE or RCEA.

B. Underwriting Experience

1. Describe your firm's public power and electricity utility finance presence both nationally, regionally, and within California specifically.
2. Please highlight experiences in financing prepayment programs over the past ten years with an emphasis on structures that require one or more bond re-pricings.
3. Please describe your organization's underwriting and distribution capabilities.
4. How many electricity prepay agreements has your organization structured and closed in California?

C. Proposed Prepayment Structure

1. Describe your proposed structure(s) for a renewable energy prepayment program for DCE and RCEA. Discuss considerations, including timing, structure, tax and/or policy issues. If proposing a teaming arrangement, please specify which entities will serve in the roles of Prepaid Supplier and Bond Underwriter. Describe any features of your recommended structure(s) that are yet untested from a legal, tax or market perspective. Please discuss the benefits, risks, and risk mitigations inherent in your proposed structure of which DCE and RCEA should be aware.
2. Describe how you would structure a prepay that included battery storage contracts.
3. Provide suggestions for potential commodity swap counterparties and your expectations for fees related to the commodity swap(s). Discuss how you would work with the swap counterparty to determine the forward fixed price of electricity to be used for the transaction. Please provide an indicative forward curve and corresponding fixed price as of February 17, 2026. How do you propose including the value of Renewable Energy Credits (RECs) in your prepay program? Please indicate the price impact of RECs on your commodity swap curve and fixed price.
4. DCE and RCEA may utilize short-term bridge products for their first transaction. Can your organization provide a short-term energy contract to fulfill capacity needs in the

early years of the prepay?

5. Detail how your structure might address the possible risk of load loss in the future, with particular attention to remarketing and remediation, as well as other options should DCE and/or RCEA not be able to use some or all of the prepaid electricity in the future, for either a limited or extended period of time.
6. Are you able to structure and close prepaids that use a mechanism that allows settlement/remediation to occur annually rather than monthly? If so, please describe the mechanism and share how many prepaids you have closed that included this?
7. Are there other benefits, not described above, that your organization can bring to DCE and RCEA's first prepay?
8. DCE and RCEA plan to issue a quantitative addendum with a question that includes assumptions for a sample transaction cash flow result.

D. Proposed Fees

1. Include your not-to-exceed proposal for underwriter's discount, specifying takedown, management fee and expenses.
2. Please detail your requested supplier fee, reservation charge, or delivery fee as it may be called.
3. Please detail your requested remarketing fee.
4. Highlight any other areas or forms of compensation relative to this transaction and your proposed structure.
5. SPV Charges: Please list a sample of the charges associated with the SPV.
6. List any fees or expenses that would be payable by DCE and RCEA or assumed by your firm in the event market conditions prohibit a transaction from being finalized (e.g., rating agency fees).
7. Assuming a transaction size of between \$400 million and \$600 million, which credit rating agencies do you expect to seek a credit rating from and what are their rating fees/costs given your structure?
8. What other certifications or opinions may be required of DCE and RCEA or their consultants relative to the quantity of prepaid electricity, electricity prices, interest rates, future potential interest rates, future transaction economics, etc.?
9. Detail your firm's credit approval process and timing for this transaction.

E. References

1. Include three (3) references from current or past clients for whom comparable services have been provided within the last three (3) years.

2. EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated for award based on the criteria outlined below. Consultants should provide sufficient information to enable DCE and RCEA to evaluate their proposal against the selection criteria. Failure to include required information may render a proposal non-responsive and subject to rejection.

The Selection Panel will identify the proposal that offers the greatest value to DCE and RCEA based on the following criteria:

- a. The firm is independent, properly licensed, and authorized to conduct business in the State of California.

- b. The firm has no conflict of interest with respect to any other work performed for DCE and RCEA.
- c. Clarity, completeness, and conformance of proposal to the requirements of this RFP.
- d. Quality and content of the proposal.
- e. Relevant experience and past performance of the proposing firm.
- f. Experience and qualifications of proposed team members.
- g. Fee proposal and cost-effectiveness.
- h. Quality of references

It is DCE and RCEA's intent to select a firm that demonstrates the competence, experience and professional qualifications necessary to perform the requested services. As outlined in the evaluation criteria, the decision to award the contract will consider multiple factors, prioritizing the proposal that best serves DCE and RCEA's interests. DCE and RCEA will not necessarily award the contract to the lowest-cost proposer.

DCE and RCEA reserve the right to reject any or all proposals, to make a selection based solely on written submissions, or to conduct interviews as needed. Selected firms may be invited to provide a brief presentation and participate in an oral interview before a final selection is made. The successful proposer will be chosen based on the written proposal, any in-person presentations, and the results of DCE and RCEA's review and due diligence.

3. RFP SCHEDULE

The tentative schedule for this RFP is as follows:

Release of RFP	February 9, 2026
Release of Addendum 1	February 17, 2026 (or sooner)
Deadline for Written Questions	February 17, 2026
Responses to Questions Provided	February 19, 2026
Proposals Due	4 pm PPT February 23, 2026
Evaluation of Proposals	Week of February 23, 2026
Interviews (if needed)	Week of March 2, 2026
Execute Engagement Letter	March 9, 2026

The above schedule is tentative and subject to change at DCE and RCEA's sole discretion. DCE and RCEA reserve the right to modify or cancel any part of or all of this RFP at any time.

C. TERMS AND CONDITIONS

1. GENERAL PROVISIONS

a. Incurring Cost

This RFP does not commit DCE and RCEA to award or pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, DCE and RCEA will not reimburse the proposer for any costs incurred in responding to this RFP.

b. Claims Against DCE and RCEA

Neither your organization nor any of your representatives shall have any claims whatsoever against DCE and RCEA or any of their respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between and among DCE and RCEA and your organization.

c. Guarantee of Proposal

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for ninety (90) days after the due date for receipt of proposals.

d. Basis for Proposal

Only information supplied by DCE and RCEA in writing by DCE and RCEA in connection with this RFP should be used as the basis for the preparation of Proposer's proposal.

e. Form of Proposals

Proposals must be submitted electronically by e-mail and must be received by DCE and RCEA prior to the deadline.

f. Amended Proposals

Proposers may submit amended proposals before the Deadline to Submit Proposals. Such amended proposals must be complete replacements for previously submitted proposals and must be clearly identified in a written format.

g. *Withdrawal of Proposal*

Proposers may withdraw their proposals at any time prior to the Deadline to Submit Proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative addressed to and submitted to the Contact.

h. *No Late Responses*

To be considered, proposals must be received electronically as directed above by the date and time reflected on the cover page.

i. *California Public Records Act (CPRA)*

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP may be held as confidential by DCE and RCEA and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code § 7920.000 et seq.) until after either DCE and RCEA and the successful proposer(s) have completed negotiations and entered into an Agreement or DCE and RCEA have rejected all proposals. All correspondence with DCE and RCEA including responses to this RFP will become the exclusive property of DCE and RCEA and will become public records under the California Public Records Act. Furthermore, and notwithstanding any other provision of this RFP, DCE and RCEA will have no liability to the proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a proposer believes that a portion of its proposal would be exempt from disclosure under the California Public Records Act, the proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a proposer submits trade secret information, the proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, DCE and RCEA may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", DCE and RCEA will endeavor to provide proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction at the proposer's sole expense.

j. *Confidentiality*

All data and information obtained from or on behalf of DCE and RCEA by the Proposer and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Proposer and its agents as confidential. The Proposer and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from both DCE and RCEA. Generally, each proposal and all documentation, including financial information, submitted by a consultant to DCE and RCEA is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

k. *Electronic Mail Address*

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Proposers agree to provide the contact with a valid e-mail address to receive this communication.

l. *DCE and RCEA Rights*

DCE and RCEA reserve the right to do any of the following at any time:

- Reject any or all proposal(s), without indicating any reason for such rejection;
- Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- Request that Proposers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- Cancel the RFP, and at its option, issue a new RFP;
- Procure any services specified in this RFP by other means;
- Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- Negotiate with any or none of the Proposers;
- Modify any terms and/or conditions described in this RFP in the final agreement;
- Terminate failed negotiations with any Proposer without liability, and negotiate with other Proposer(s);
- Disqualify any Proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to DCE and RCEA;
- Eliminate, reject, or disqualify a proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive offer as determined solely by DCE and RCEA or their representative(s); and/or
- Accept all or a portion of a Proposer's proposal.

m. Protests

A Proposer may protest a contract award if the Proposer believes that the award was inconsistent with DCE and RCEA policy or this RFP is not in compliance with law. A protest must be filed in writing with DCE and RCEA (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5:00 p.m. (PST) of the fifth business day after notification of the contract award will be rejected by DCE and RCEA as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

DCE and RCEA will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. DCE and RCEA shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by DCE and RCEA relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

n. Independent Contractor

Services provided by the successful Proposer (“Consultant”) shall be performed as an independent contractor. All persons employed by Consultant in connection with this agreement shall not be agents or employees of DCE and RCEA. Consultant shall be solely and exclusively in charge of determining the means by which the services called for herein are performed, and shall be responsible for all costs incurred in connection therewith, unless DCE and RCEA agree otherwise in a duly executed writing delivered to consultant prior to the incurring of such expense. Consultant may also retain or subcontract for the services of other necessary consultants with the approval of both DCE and RCEA. Payment for such services shall be the responsibility of consultant.

o. Non-Discrimination for Employment with Consultant

During the performance of this agreement, the successful Proposer will not discriminate against any employee or applicant for employment because of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship. The Consultant will ensure that all qualified applicants for employment with Consultant will receive consideration for employment without regard to race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability. Consultant will take affirmative action to ensure that employees are treated during employment, without regard to their race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability.

p. Conflict of Interest

The selected Proposer shall employ no DCE or RCEA official or employee in the work performed pursuant to this agreement. No officer or employee in DCE or RCEA shall have any financial interest in this agreement in violation of California Government Code Sections 1090 and following, or Sections 87100 and following; nor shall DCE or RCEA violate any provision of their applicable policies adopted pursuant to the provisions of California Government Code Section 87300 and following.

q. Exceptions Certification to this RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the attached Agreement and, in particular, the insurance and indemnification provisions therein.

r. Disclosure Provision/ Conflict of Interest

DCE and RCEA comply with all California statutes and regulations related to conflicts of interest. Under the applicable conflict of interest requirements, the selected proposer may be required to complete and file Form 700 with DCE and RCEA before starting or at a future point during the engagement if such requirements become applicable to the selected proposer.

s. Reporting of Supplier Diversity Information

Public Utilities Code Section 366.2(m) requires certain community choice aggregators, including DCE and RCEA, to annually submit to the California Public Utility Commission (CPUC) a report regarding their procurement from women business enterprises (WBEs), minority business enterprises (MBEs), disabled veteran business enterprises (DVBEs), and LGBT business enterprises (LGBTBEs). Businesses may become certified WBEs, MBEs, DVBEs, and LGBTBEs through the CPUC Clearinghouse, which can be found here: www.thesupplierclearinghouse.com. Proposers that are awarded the contract will be asked to voluntarily disclose their certification status with the CPUC Clearinghouse, as well as their efforts to work with diverse business enterprises, including WBEs, MBEs, DVBEs, and LGBTBEs. DCE and RCEA will use that information solely for compliance with its reporting obligations under Public Utilities Code Section 366.2(m) and evaluation of DCE and RCEA's outreach and other activities consistent with applicable law. Pursuant to Article I, Section 31 of the California Constitution, DCE and RCEA shall not discriminate against or give preferential treatment to any individual or group based on race, sex, color, ethnicity, or national origin, except as otherwise permitted thereunder.

t. Prevailing Wage

Proposers shall take cognizance of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws to the extent applicable. If the Services are funded in whole or in part by federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the successful Proposer and all its subcontractors/subconsultants shall pay the higher of the state or federal prevailing wage rates.

2. DCE AND RCEA CONTACT

All questions regarding these specifications, terms and conditions should be submitted to procurement@redwoodenergy.org no later than 5:00 p.m. (PST) on February 17, 2026.

Go to <https://desertcommunityenergy.org/about/rfp/> or <https://redwoodenergy.org/about/contracting-opportunities/> to view current contracting opportunities with DCE or RCEA.