

**TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
REQUEST FOR PROPOSAL
NO. CSUB-RFP-11108
CSUB SOLAR & BATTERY**

**Advanced Shovel-Ready Site License Power Purchase Agreement
California State University, Bakersfield
9001 Stockdale Highway, Bakersfield, California 93311
Project No. PR1467 | GovMotus 26-C-2250-CP**

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1. Bidder Snapshot and Pricing Mechanics

Trustees are soliciting proposals for an advanced shovel-ready 20-year Site License Power Purchase Agreement for the California State University, Bakersfield Solar & Battery Project. The purpose of this front-end summary is to allow developers, finance teams, and EPC partners to understand the Project, pricing mechanics, schedule, and major risk allocation quickly. The detailed RFP, SLPPA, riders, attachments, and addenda remain controlling.

1.1 Two-Minute Project Summary

Item	Bidder-Facing Requirement
Project Type	Advanced shovel-ready 20-year PPA
Campus	California State University, Bakersfield
University Contact Information for Solicitation and Delivery of Sealed Proposals	Andrew Duncan Contract Specialist Procurement & Contracts Administration West Building, Room 102 9001 Stockdale Highway Bakersfield, CA 93311 661-654-3182 aduncan@csub.edu
Technical & Cost Proposal Due	September 16, 2026 before 3:00 pm to the above address
PV Size	4.55 MWdc / 3.5 MWac
BESS Size	2.93 MW / 11.75 MWh
Battery Type	Three Tesla Megapack 2 XL units with domestic-content configuration
Solar Inverters	Ten CPS 350 kW 800V inverters
Utility / Interconnection	PG&E; 21.6 kV behind-the-meter non-export. PG&E interconnection approval has been received for the current Project configuration based on current utility documentation; remaining pre-parallel inspection (PPI), non-export verification, commissioning/testing, documentation, and PTO requirements remain.
Microgrid	Yes, via SEL control devices and related system controls
Required PTO / Project Completion	December 1, 2027
NTP	Anticipated November 25-26, 2026, with immediate construction start following NTP
PPA Term	20 years

Item	Bidder-Facing Requirement
Solar Production Guarantee	7,675,565 kWh Year 1, representing 90% of P50 and inclusive of expected curtailment; 0.50% annual degradation thereafter, subject to Attachment B/Rider C measurement rules and exclusions for excused curtailment and other excluded events.
PV Curtailment	Up to approximately 25% initially and expected to reduce over time as campus load, operations, and dispatch conditions evolve. PG&E curtailment and insufficient campus load under the non-export configuration are addressed as exclusions in Attachment B/Rider C and are not treated as proposer-caused production shortfalls except to the extent Rider C expressly provides otherwise.
CSU Transaction Fee	7% of Construction-Cost Base, as defined in Section 5.2 and the SLPPA; includes BESS/battery equipment and installed physical Project costs counted once, and is included in PPA pricing.
Plan / Approval Status	Fire, permit, CEQA, and CSU approval readiness anticipated during August 2026, subject to CEQA, CSU, fire/life-safety, plan-check, and permitting review. Final permits and approvals remain pre-NTP conditions.
Academic / Research Access	Required reasonable accommodation, subject to safety, operations, warranty, cybersecurity, vendor, maintenance, insurance, and site-security limits
Campus Load Shedding	CSUB cost/responsibility, but Successful Proposer must support integration
Expected Incentives	ITC, Domestic Content, and Energy Community assumptions; Proposer responsible for tax/incentive diligence and risk. CSUB expects lower PPA rate with these incentives.
Equipment Changes	Separately tabbed alternates may be submitted for consideration; base proposal must price the specified Project; Tesla BESS mandatory unless Trustees approve otherwise by addendum or written amendment.

1.2 Bundled Project Advancement and Procurement Cost

The Successful Proposer shall assume and incorporate into its PPA pricing a bundled Project Advancement and Procurement Cost of \$5,745,215.92. This bundled cost is a required pricing and financing assumption. It is not a separate Trustees payment and is not one lump-sum payment due on one date.

Payment Bucket	Amount	Timing / Treatment
Pre-NTP Project Advancement Payment	\$1,996,087.70	Due during the anticipated November 18-24, 2026 pre-NTP payment window, before Trustees issue Notice to Proceed. Includes pre-award development, studies, surveys, CEQA, building permit, CSUB services, and paid Tesla battery deposit.

Payment Bucket	Amount	Timing / Treatment
Post-NTP / Vendor-Schedule Procurement Obligations	\$3,749,128.22	Forward-going GSR/Tesla procurement obligations to be paid, assumed, or performed according to applicable GSR/Tesla/vendor procurement documents, assignment materials, and payment schedule provided after award.
Bundled Project Advancement and Procurement Cost	\$5,745,215.92	Included in Proposer PPA pricing and financing assumptions.

The bundled Project Advancement and Procurement Cost does not include the CSU Transaction Fee as a separate payment obligation. The CSU Transaction Fee shall equal seven percent (7%) of the Construction-Cost Base defined in Section 5.2 and the SLPPA and shall be included by Proposer in its PPA pricing. Underlying battery, equipment, procurement, deposit, delivery, tax, or construction costs included in the bundled amount shall be included once in the Construction-Cost Base to the extent they are part of the installed physical Project cost, but the bundled amount shall not be added again as a duplicate separate line item.

A fifteen percent (15%) deposit was paid June 17, 2026 to secure the Tesla battery package and preserve the Project delivery schedule. The timing and amount of the deposit may be relevant to tax-credit, beginning-of-construction, domestic-content, FEOC/PFE, placed-in-service, and incentive analysis. Trustees make no representation that the deposit or any other Project action satisfies any tax or incentive requirement. Each Proposer is responsible for its own tax, legal, accounting, and incentive diligence.

Proposer shall include all applicable taxes, including any battery-related sales, use, procurement, delivery, or vendor taxes, in its PPA pricing. No separate tax pass-through, reimbursement, or price adjustment is permitted unless expressly provided in the SLPPA or approved by written amendment.

1.3 RFP Schedule

Milestone	Date / Window
Issue / Advertise RFP	Issue July 15, 2026; public advertising/posting July 15-August 4, 2026; proposal period remains open through September 16, 2026
Mandatory Job Walk	August 5, 2026 at 9:00 a.m. at the job walk meeting location shown in RFP Attachment E - Site Walk and Parking Instructions
RFI Deadline	August 12, 2026 by 5:00pm
RFI Responses / Addenda	August 19, 2026
Proposals Due	September 16, 2026 before 3:00pm
Bid Opening	September 17, 2026
Review & Score Bidders	September 18-22, 2026
Intent to Award	September 23-October 6, 2026
Vendor Signs SLPPA / Provides COIs	October 7-27, 2026
Campus Signatures	October 28-November 3, 2026

Milestone	Date / Window
OGC Review / Approval / Execution	November 4-17, 2026
Pre-NTP Project Advancement Payment Window	November 18-24, 2026
Notice to Proceed	November 25-26, 2026
Required PTO / Project Completion	December 1, 2027

Dates are subject to adjustment by Trustees through written addendum. The public advertising/posting window does not close the proposal period; the RFP remains open through the proposal due date, and the mandatory job walk, RFI deadline, RFI responses, and addenda occur during the proposal period. Oral statements do not modify the RFP.

Mandatory Job Walk / Site Walk. The mandatory job walk will be held on August 5, 2026 at 9:00 a.m. at the job walk meeting location shown in RFP Attachment E - Site Walk and Parking Instructions. Proposers are responsible for reviewing the parking options and meeting-location map in Attachment E before arriving on campus.

2. Overview and Procurement Process

2.1 Purpose

The purpose of this RFP is to select one qualified SLPPA Provider to finance, construct through properly licensed contractors, own, operate, maintain, and ultimately remove or transfer the CSUB Solar & Battery System in accordance with the RFP, SLPPA, riders, attachments, RFP Project Documents, and addenda.

2.2 Proposal Delivery, Questions, and Addenda

Proposals must be received by the University contact at the address and deadline stated in the campus-specific coversheet or final addendum. Late proposals will not be accepted. Questions must be submitted in writing before the RFI deadline. Responses and RFP changes will be issued only by written addenda. Proposers must acknowledge all addenda in their proposals.

2.3 Public Records and Confidentiality

Trustees and University are public entities. Proposal materials may be subject to disclosure under applicable public-records laws. Proposers should avoid submitting trade secrets, proprietary information, confidential vendor materials, NDA-restricted materials, or cybersecurity-sensitive information unless required for evaluation. Broad confidentiality markings are not sufficient and do not guarantee nondisclosure.

2.4 RFP General Provisions

The RFP General Provisions attached as RFP Attachment D are incorporated into this RFP and govern the procurement process, except to the extent expressly modified by this RFP, the campus-specific coversheet, any addendum, or other written procurement instruction issued by Trustees. The RFP General Provisions govern procurement through award and do not supersede the executed SLPPA after award except to the extent a provision expressly survives or is incorporated into the SLPPA.

3. Project Documents, Attachments, and Precedence

3.1 RFP Project Documents

RFP Project Documents are non-confidential materials issued to proposers during the RFP process. They include this RFP, RFP Attachments A through E, the draft SLPPA, public exhibits, project drawings and specifications, production schedules, interconnection summaries, schedule assumptions, site information, cost assumptions expressly stated in the RFP, and addenda.

RFP Project Documents will be made available to proposers through Trustees' designated Box link:

<https://csub.box.com/s/lmk6wvrorja7wq1va8igmjyom8xrqlx>

Trustees may also issue addenda, clarifications, supplemental documents, or updated drawings/specifications through written procurement channels.

- Draft SLPPA and SLPPA riders/attachments issued with the RFP.
- CSUB Solar & Battery 90% IFP June 9 stamped plan set and June 9 sheet updates, to the extent released by Trustees.
- Krazan & Associates February 12, 2026 geotechnical report, to the extent released by Trustees.
- PG&E/interconnection summaries and non-export/PPI/PTO information appropriate for disclosure.
- RFP Attachments A, B, C, D, and E, including the Guaranteed Solar Production Schedule, baseline Rider C requirements, campus safety/access/EHS standards, and addenda, are expressly incorporated into this RFP and mandatory for the base proposal.

3.2 Post-Award Assignment Materials

Post-Award Assignment Materials are not RFP Project Documents and will not be provided to all proposers. They include GSR/Tesla invoice materials, vendor assignment documents, vendor consent documents, procurement-transfer documents, proprietary vendor materials, NDA-restricted materials, detailed contract backup, assignment schedules, assumption agreements, and related implementation materials.

Post-Award Assignment Materials will be provided only to the Successful Proposer as needed to complete assignment, assumption, vendor consent, procurement transfer, closing, or implementation. Such materials shall not create a right to reprice, withdraw, condition, delay, or refuse award if materially consistent with the RFP, RFP Project Documents, SLPPA, accepted proposal, and stated aggregate cost obligations. Material inconsistencies shall be handled through a meet-and-confer process and written clarification, vendor modification, assignment modification, SLPPA amendment, or other written agreement.

3.3 Order of Precedence

1. Written amendments signed by Trustees and SLPPA Provider after award.
2. Addenda issued by Trustees.
3. Executed SLPPA.
4. SLPPA riders and attachments, with project-specific riders controlling over generic Solar 4 language to the extent of conflict.
5. This RFP, including the campus-specific coversheet, RFP Attachments A through E, and Cost Proposal Form.
6. RFP Project Documents, only to the extent expressly incorporated or listed in Section 3.1.
7. Accepted portions of the Successful Proposer's proposal.
8. Post-Award Assignment Materials, only for implementation of assignment, assumption, vendor consent, procurement transfer, and GSR/Tesla obligations.

Post-Award Assignment Materials shall not override the SLPPA, modify the PPA rate, create any separate Trustees payment obligation, or materially expand the Successful Proposer's obligations beyond those reasonably disclosed in the RFP, SLPPA, RFP Project Documents, accepted proposal, or stated aggregate cost obligations, unless approved by written amendment or other written agreement accepted by Trustees.

3.4 Bynum Inc. Conflict and Prohibited Participation

Bynum Inc., as Pre-Award Developer & Representative, is not eligible to submit a proposal, participate as an owner, equity member, financing party, lender, tax-equity participant, sponsor, controlling participant, or undisclosed consultant of a Proposer, or receive undisclosed compensation from a Proposer. A Proposer may reimburse Bynum Inc. only for approved amounts expressly identified in this RFP and the SLPPA. Any interaction with Bynum Inc. must occur only through Trustees-approved procurement channels or disclosed assignment/reimbursement procedures.

3.4.1 Availability of Agilitech Group as Project Engineer / Potential Primary Contractor or Project Team Member

Agilitech Group performed pre-award engineering for the Project for Bynum Inc., as Pre-Award Developer, on a time-and-material basis to support design, permitting, interconnection, and Project readiness. That pre-award engineering engagement is complete. The completed engagement does not, by itself, disqualify Agilitech Group from being named by a Proposer as that Proposer's Primary Contractor, project engineer, EPC contractor, commissioning-support provider, or related project team member, provided the conditions in this Section and the Primary Contractor qualifications in this RFP are satisfied.

Agilitech Group is available to all Proposers on equal terms. A Proposer may, but is not required to, name Agilitech Group as its Primary Contractor or project team member. Agilitech Group may serve as a Proposer's Primary Contractor only if the relationship is disclosed in the Proposal, the prior engagement is complete, no non-public proposal information or evaluation influence is exchanged, the arrangement does not create an unfair procurement advantage, and Agilitech Group satisfies the mandatory Primary Contractor license and experience requirements stated in this RFP.

Neither Bynum Inc. nor Agilitech Group may participate in proposal evaluation, scoring, recommendation, selection, or award. Any communication with Bynum Inc. or Agilitech Group during procurement must occur only through Trustees-approved procurement channels or through disclosures and procedures expressly authorized by the RFP or addenda.

If Agilitech Group is pre-committed or exclusively aligned with one Proposer before proposals are due, that arrangement must be disclosed and submitted to Trustees and OGC for review before award because it may create an organizational conflict issue. Agilitech Group is treated as a shared neutral resource only if genuinely available to all Proposers on the same terms.

A Proposer naming Agilitech Group shall affirmatively disclose Agilitech Group's prior time-and-material engineering relationship with Bynum Inc. and shall certify that no non-public proposal information, evaluation influence, or prohibited procurement advantage was exchanged. Naming Agilitech Group as Primary Contractor or as a committed specialist firm does not eliminate any mandatory license, experience, disclosure, or committed-team requirement in this RFP.

Agilitech Group was engaged for completed engineering to support permit/design readiness and is not being provided as a source of ongoing non-chargeable assistance to the Successful Proposer. If a technical issue arises from a material fault, error, or omission in Agilitech Group's completed pre-award engineering work, correction or support related to that engineering issue shall not be treated as an additional charge to the PPA Provider or to Bynum Inc. as Pre-Award Developer, except to the extent otherwise approved in writing by Trustees.

4. Scope of Services and Technical Requirements

4.1 Advanced Shovel-Ready Delivery Structure

The Project is procured based on developed design documents, technical specifications, interconnection status, equipment selections, schedule assumptions, and RFP Project Documents. Certain approvals, permits, reviews, or conditions may remain pending as of RFP issuance, including CEQA, CSU, fire/life-safety, utility, plan-review, or permit-related approvals. Award, SLPPA execution, NTP, construction, energization, and commercial operation remain subject to completion of all required approvals and conditions.

The Successful Proposer shall accept responsibility for the advanced shovel-ready design of the on-site Solar & Battery System, subject only to accepted proposal exceptions, addenda, approved substitutions, or written direction from Trustees.

4.2 System and Equipment Requirements

- Solar PV: 4.55 MWdc / 3.5 MWac ground-mounted system.

- BESS: 2.93 MW / 11.75 MWh, consisting of three Tesla Megapack 2 XL LFP units.
- Solar inverters: ten CPS 350 kW inverters with required warranties.
- Base proposals must price the specified design and equipment.
- Tesla Megapack BESS is mandatory unless Trustees approve otherwise by addendum or written amendment.
- Separately tabbed alternates may be submitted for Trustees' consideration, including non-battery equipment changes, commercial/value-engineering alternates, or other value-adds, but the base proposal must remain unconditional and must price the specified Project. The Tesla Megapack BESS may not be replaced or conditioned unless Trustees expressly authorize otherwise by addendum or written amendment.

A separately tabbed alternate submitted in addition to a complete base proposal shall not, by itself, render the base proposal conditional or non-responsive, provided the base proposal fully accepts and prices the specified Project and the alternate is not stated as a condition of the base proposal.

- Proposer bears cost, schedule, tax-credit, interconnection, warranty, permitting, and redesign risk for proposer-requested changes unless Trustees expressly accept otherwise.

4.3 Interconnection, Controls, Metering, and Campus Load Shedding

PG&E interconnection approval has been received for Queue #4542-RD / EGI Ref. #132869017 based on currently available utility documentation and the current Project configuration. This approval is not permission to operate and remains subject to remaining PPI, non-export verification, testing, commissioning, documentation, and PTO requirements. The System is designed as a 21.6 kV behind-the-meter, non-export interconnection. The SLPPA Provider remains responsible for applicable non-export controls, PPI documentation and requirements, testing, inspections, commissioning, and PTO requirements assigned to SLPPA Provider. Material utility changes after award that are not caused by SLPPA Provider shall be addressed under the SLPPA change, schedule-relief, or written-amendment procedures, as applicable.

The system design includes Aderis Energy SCADA/Monitoring, SEL Microgrid Controller, Energy Toolbase, revenue-grade metering, and non-export controls. CSUB is responsible for selecting campus loads to be shed and for campus-side SEL relay work, campus fiber, or related campus-side infrastructure. The SLPPA Provider shall reasonably coordinate with CSUB and support integration with the Project controls architecture to support load shedding. No microgrid control of the existing solar carports are required by PGE, but SLPPA provider may need to account for control if needed.

4.4 Plan, Permit, CEQA, and Approval Status

Permit and approval readiness is anticipated during August 2026, subject to completion of CEQA, CSU, fire/life-safety, plan-check, and permitting review. Final permits and approvals remain pre-NTP conditions. Trustees are responsible for managing CEQA approval. The Successful Proposer shall reasonably cooperate with Trustees and provide information reasonably requested to support CEQA, permitting, or approval requirements, but shall not commence construction until Trustees issue Notice to Proceed.

4.5 Construction, O&M, Warranties, and Training

- Assign a single project manager and maintain a CPM schedule through award, contract execution, NTP, procurement, construction, commissioning, PG&E PPI, PTO, acceptance, and closeout.
- Coordinate site logistics, staging, laydown, fencing, access, traffic, dust, noise, parking, campus circulation, shutdowns, and restoration.
- Comply with prevailing wage, apprenticeship, DIR registration, certified payroll, licensing, safety, environmental, CSU, and campus requirements.
- Maintain the 20-year Tesla warranty and preventive maintenance arrangement for the BESS, 20-year inverter warranties, solar module warranty, and required structural/racking warranties.
- Provide emergency shutdown procedures, first-responder information, University personnel training, O&M manuals, record documents, as-builts, and monitoring/data handoff documentation.

4.6 Academic and Research Accommodation

The selected PPA Provider shall reasonably accommodate CSUB academic and research activities related to the Project at no additional charge, with reasonable advance notice and subject to safety, operational, warranty, cybersecurity, vendor-access, maintenance, insurance, interconnection, and site-security requirements.

The accommodation shall include reasonable supervised site access, coordination with CSUB faculty, staff, students, and researchers, and secure access to available solar PV, battery, metering, monitoring, and system-performance data reasonably available to the PPA Provider. The PPA Provider is not required to provide access to operational controls, cybersecurity-sensitive information, confidential financing, or any data or access that would compromise safety, warranty compliance, interconnection compliance, system operation, vendor confidentiality, or applicable law.

CSUB may, at its own cost, install or request installation of research sensors, monitoring equipment, or similar academic/research equipment at or near the Project site, provided such equipment does not materially interfere with Project construction, operation, safety, warranties, maintenance, cybersecurity, interconnection compliance, or PPA Provider obligations. Proposer shall submit a concise Academic and Research Accommodation Statement, not to exceed two pages.

4.7 PTO / Project Completion, LDs, and Performance Guarantees

PTO / Project Completion means the date on which the System has received PG&E permission to operate, completed required commissioning and acceptance testing, is capable of delivering electricity to Trustees in accordance with the SLPPA, required revenue-grade metering and monitoring are operational, required safety approvals have been obtained, and the System is ready for commercial operation, subject only to minor punch-list items that do not impair safe operation, metering, performance, or campus use.

Liquidated damages are \$3,500 per calendar day for each day after December 1, 2027 that PTO / Project Completion has not been achieved, subject to SLPPA/Rider C relief events, including delays caused by PG&E, Trustees, Force Majeure, campus shutdowns, or other events outside SLPPA Provider's reasonable control.

Rider C shall define the final performance guarantee requirements. Minimum requirements include the Guaranteed Solar Production Schedule in RFP Attachment A, Year 1 guaranteed production of 7,675,565 kWh, 0.50% annual degradation thereafter, annual solar shortfall remedy, BESS annual availability of at least 98%, dispatch functionality, measurement and verification, annual true-up, exclusions, remedies, and cure rights. Battery capacity and degradation are governed by the Tesla warranty and preventive maintenance requirements, not by a separate broader capacity guarantee unless expressly accepted in Rider C.

5. Commercial Terms and Cost Proposal Requirements

5.1 All-Inclusive PPA Rate

The SLPPA Provider will sell electricity generated or discharged by the System to Trustees at a single all-inclusive 20-year PPA price stated to four decimal places in dollars per kWh. Any annual escalator shall not exceed 2.0%. The PPA price must exclude Renewable Energy Credits and Environmental Attributes which are reserved for Trustees' benefit.

Except as expressly stated in the RFP, SLPPA, or written addendum, the proposed PPA rate shall include all costs, charges, taxes, reimbursements, procurement obligations, transaction-fee assumptions, financing costs, design costs, engineering costs, construction costs, permitting costs, interconnection costs, testing, commissioning, inspection, operating, maintenance, warranty, insurance, incentive, end-of-term, removal/restoration, and other costs necessary to perform the SLPPA. No separate initial fee, upfront payment, mobilization charge, reimbursement request, contribution, cost-sharing request, or other charge is payable by Trustees outside the proposed PPA rate unless expressly provided in the SLPPA or approved by written amendment.

5.2 Required Project Cost Disclosures

Required Disclosure	Who Provides	Purpose
Bundled Project Advancement and Procurement Cost: \$5,745,215.92	Trustees / RFP	Fixed pricing and financing assumption included in Proposer PPA rate.
Initial Total Project Price / Total Installed Cost	Proposer	Shows Proposer's full installed-cost basis behind the PPA rate; broader than the Construction-Cost Base and not a separate Trustees payment.
Construction-Cost Base for CSU Transaction Fee	Proposer	Allows Trustees to verify the 7% Transaction Fee calculation using the defined installed physical Project cost base, including BESS/battery equipment and procurement costs counted once and excluding financing, developer return, long-term O&M, and duplicate bundled-cost line items.
Estimated CSU Transaction Fee	Proposer	7% of Construction-Cost Base, included in PPA pricing and not payable separately unless expressly approved by written amendment.
PPA rate and annual escalator	Proposer	Basis for 20-year evaluated LCOE / Net Present Cost.

'Initial Total Project Price / Total Installed Cost' means Proposer's full installed-cost basis used to support the PPA rate, including the Bundled Project Advancement and Procurement Cost, the Construction-Cost Base, proposer/developer/EPC costs, equipment not included in the bundled cost, taxes, interconnection and utility costs, permitting, design, financing, transaction-fee assumptions, reserves, O&M/warranty assumptions, removal/restoration assumptions, and other costs reflected in the PPA economics. This disclosure is for transparency and evaluation and does not create a separate Trustees payment.

'Construction-Cost Base' means the mutually comparable cost base used solely to calculate the CSU Transaction Fee. It includes the full installed physical Project cost for the System, including BESS and battery equipment/procurement, PV modules, inverters, racking, transformers, switchgear, controls, balance-of-system equipment, sales/use taxes, freight, shipping, delivery, civil/electrical work, labor, EPC/general contractor costs, contractor general conditions, contractor overhead/profit, permitting, interconnection construction work, commissioning, testing, and construction contingency. It excludes the CSU Transaction Fee itself, financing, tax-equity, lender costs, developer return or sponsor profit, tax-credit or incentive monetization costs, long-term O&M, extended warranties not part of construction or equipment purchase, insurance not allocable to construction, end-of-term removal/restoration, utility bills, and other non-construction commercial costs. The Bundled Project Advancement and Procurement Cost shall not be added to the Construction-Cost Base as a separate duplicate line item; however, the underlying battery, equipment, procurement, deposit, delivery, tax, or construction costs included in that bundled amount shall be included once to the extent they are part of the installed physical Project cost. Proposer shall not manipulate cost allocations to reduce the Transaction Fee.

5.3 Tax Credits and Incentives

Proposers shall confirm their expectation that the Project, as specified, qualifies for the 30% ITC, Domestic Content adder, and Energy Community adder, subject to all applicable requirements. The SLPPA Provider bears

tax-credit and incentive qualification, documentation, monetization, disallowance, recapture, delayed placed-in-service, domestic-content, Energy Community, FEOC/PFE, SGIP, prevailing-wage, and apprenticeship risk, except to the extent directly caused by Trustees' breach or a Trustees-directed change.

SGIP, if available, may be pursued by the SLPPA Provider. Trustees do not guarantee SGIP availability, and failure to obtain SGIP shall not increase the PPA price.

5.4 Price Validity and Firmness

Prices, rates, escalators, and cost assumptions shall remain firm and irrevocable for 180 days after the proposal due date and, if award occurs within that period, through SLPPA execution and NTP, provided NTP occurs on or before November 30, 2026. Proposer is not entitled to unilateral repricing, withdrawal, separate upfront charges, or PPA-rate increase due to ordinary financing, procurement, tax-credit, market, or post-award assignment risk.

5.5 End-of-Term Treatment

End-of-term purchase, transfer, removal, and restoration rights shall be governed by the SLPPA. The RFP does not require a mandatory mid-term purchase-option price. The SLPPA shall provide Trustees an option to pursue purchase of the System at the end of the 20-year Term at fair market value, as determined under the SLPPA. If Trustees do not purchase the System, the SLPPA Provider shall remove the System and restore the Licensed Area as required by the SLPPA.

5.6 Bonds

Trustees require payment and performance bonds for the initial physical construction/installation work. The Successful Proposer shall deliver, before Notice to Proceed, a payment bond and a performance bond using the CSU-approved forms included in Rider F. Each bond shall be in an amount equal to one hundred percent (100%) of the Trustees-approved bondable physical installation/construction work cost. Bond amounts shall not be based on the full 20-year PPA value, the full Bundled Project Advancement and Procurement Cost, major equipment procurement, Tesla/GSR/BESS procurement, financing, tax-equity costs, developer return, or long-term O&M unless Trustees expressly require otherwise in writing. Delivery of required bonds is a pre-NTP condition.

6. Proposal Submission and Responsiveness

6.1 Primary Contractor License and Minimum Experience - Pass/Fail Mandatory Qualification

Definition of Primary Contractor. For purposes of this RFP and the SLPPA, "Primary Contractor" means the California licensed contractor named in the Proposal that will be directly responsible for performance, coordination, and accountability for the Project installation work, including the integrated civil, structural, medium-voltage electrical, solar PV, BESS, controls, non-export, intentional-islanding, commissioning-support, safety, and closeout work. The Primary Contractor may use subcontractors, specialist firms, and key personnel, but remains responsible to the SLPPA Provider and Trustees for the integrated Project installation scope.

License - mandatory qualification. The Primary Contractor shall hold, in its own name, current and active California Contractors State License Board Class A - General Engineering and C-10 - Electrical Contractor license classifications, each in good standing, as of the Proposal submission deadline. A Proposal that does not demonstrate both classifications as of the Proposal submission deadline shall be deemed to fail this mandatory qualification and is not subject to post-submission cure. A Class B - General Building license, alone or with a C-10 license, does not satisfy this requirement. A C-46 Solar Contractor license is not an acceptable substitute for the required C-10 Electrical Contractor license.

Status, DIR, workers' compensation, and documentation. The Primary Contractor shall be registered with the Department of Industrial Relations (DIR), shall have workers' compensation coverage as required by law, and shall have no disqualifying revoked, suspended, expired, or otherwise ineligible license status and no disqualifying disciplinary status. The Proposal shall include current CSLB license-detail documentation for the Primary Contractor evidencing the required Class A and C-10 classifications, dated within thirty (30) days of the Proposal due date, together with DIR registration evidence and workers' compensation evidence.

Primary Contractor medium-voltage experience - mandatory qualification. The Primary Contractor entity shall demonstrate, in its own name, prior completed experience on at least one project involving medium-voltage electrical work at 12 kV or higher. Holding the required Class A and C-10 license classifications does not, by itself, satisfy this experience qualification.

Committed-team safety-critical experience - mandatory qualification. The Proposer shall demonstrate, through the Primary Contractor and/or named, contractually committed specialist firms or key personnel, prior completed experience in each of the following: (a) protective relay configuration and programming; (b) non-export and reverse-power control at a utility-interconnected generating or storage facility; (c) intentional island operation, meaning a facility designed and commissioned to operate as an intentional island and not merely a non-export facility; (d) battery energy storage integration, including the storage control and energy-management interface; and (e) commissioning or acceptance testing of an integrated solar, BESS, microgrid-control, non-export, or island-capable project. Capabilities (b) and (c) shall not be satisfied by the same project scope unless that scope demonstrably included both non-export/reverse-power control and intentional-island operation.

Required identification and commitment. For each experience item relied upon, the Proposal shall identify the firm or individual relied upon, confirm that the firm or individual is contractually committed to this Project, and identify the prior project, role, scope, completion date, voltage level where applicable, control/commissioning scope where applicable, and owner or reference information sufficient to permit verification. A Proposer may rely on named, committed specialist firms or key personnel for specialized controls, relay, BESS, intentional-islanding, or commissioning experience, but the Primary Contractor must itself satisfy the medium-voltage experience requirement.

Trustees verification. Award is conditioned on Trustees' verification, as of the award determination, that the Primary Contractor holds active Class A and C-10 license classifications in good standing and satisfies the mandatory experience floor, with no disqualifying disciplinary, revoked, suspended, expired, or otherwise ineligible status. Trustees may rely on CSLB records, DIR records, workers' compensation evidence, proposal materials, reference checks, and other authoritative sources. If CSLB or other verification systems are unavailable at the time of award determination, Trustees reserve the right to extend the evaluation or award schedule, request alternative authoritative proof, or condition award until verification can be completed.

Scored experience above the mandatory floor. The mandatory qualifications in this Section are pass/fail minimum qualifications. Experience above the mandatory floor will be evaluated and scored under the applicable technical evaluation criteria, including demonstrated experience with medium-voltage work at 12 kV or higher, protection coordination, protective relay configuration and programming, non-export/reverse-power control, microgrid interconnection protection, intentional island operation, BESS control integration, and commissioning of integrated solar, BESS, non-export, or island-capable projects. Non-export-only experience does not satisfy intentional-islanding experience.

If the Primary Contractor is Agilitech Group or any other party that performed pre-award engineering for Bynum Inc. or the Pre-Award Developer, the Proposal shall include the disclosure and certification required by Section 3.4.1. Trustees and OGC may review any exclusive pre-proposal alignment or other relationship involving a Pre-Award Developer-affiliated or pre-award engineering firm for organizational conflict, equal-access, procurement fairness, and eligibility concerns.

6.2 Technical Proposal Requirement - Scored Primary Contractor and Committed-Team Experience Narrative

In addition to satisfying the mandatory pass/fail qualifications, each Proposer shall submit a narrative describing the demonstrated experience of the Primary Contractor and its committed team relevant to the Project's safety-critical scope, including medium-voltage work at 12 kV or higher, with particular weight given to experience near the Project's 21 kV interconnection voltage; protection coordination; protective relay configuration and programming; non-export/reverse-power control; microgrid interconnection protection; intentional island

operation; BESS control integration; and commissioning of integrated solar, BESS, non-export, or island-capable projects. This narrative is scored and supplements, but does not replace, the mandatory qualification floor.

6.3 Proposal Format

Proposals must be divided into the tabs below, indexed and tabbed. Trustees may request clarification or additional information as permitted by applicable procurement requirements.

Page limits. Excluding required forms, financial statements, insurance and bond evidence, licenses, resumes, addenda acknowledgments, exceptions schedules, and appendices expressly requested by Trustees, proposal narrative page limits are: Tabs 1-4, 10 pages total; Tabs 5-12, 10 pages per tab; Tab 13, 2 pages; Tab 14, 10 pages plus the Cost Proposal Form; and Tab 15, no narrative page limit for required attachments. Trustees may disregard narrative pages exceeding these limits.

Tab	Content
Tab 1	Cover Letter / Addenda Acknowledgment
Tab 2	Exceptions to RFP Terms and Conditions
Tab 3	Exceptions to SLPPA Terms and Conditions
Tab 4	Minimum Responsiveness / Required Certifications
Tab 5	Project Understanding, SLPPA Responsiveness, and Risk Allocation
Tab 6	Technical Conformance, System Design Acceptance, and Performance Basis
Tab 7	BESS, Microgrid Controls, Non-Export Interconnection, and Cyber/Data Architecture
Tab 8	Project Schedule, Procurement Plan, and ITC Deadline Execution
Tab 9	Construction Management, Campus Coordination, Safety, and Compliance
Tab 10	Operations, Maintenance, Warranties, Performance Guarantees, and Lifecycle Reliability
Tab 11	Capital Finance, Credit Strength, and Incentive / Tax-Credit Compliance
Tab 12	Project Team, Comparable Experience, Key Personnel, and References
Tab 13	Academic and Research Accommodation Statement (2-page maximum)
Tab 14	Cost Proposal
Tab 15	Required Attachments / Forms

6.4 Minimum Responsiveness

A proposal may be rejected as non-responsive if it fails to satisfy material requirements. At minimum, each proposal must:

9. Be submitted on time and in the required format with all forms, certifications, cost proposal materials, addenda acknowledgments, and exceptions schedules.
10. Provide a complete 20-year all-inclusive PPA rate stated to four decimals, with any annual escalator not exceeding 2.0%.
11. Confirm that the PPA rate includes RECs, Environmental Attributes, the Bundled Project Advancement and Procurement Cost, CSU Transaction Fee, applicable taxes, and all other required costs.
12. Accept the specified solar PV system, mandatory Tesla Megapack BESS, non-export interconnection, system-side microgrid/site controls, SCADA/monitoring, warranties, O&M obligations, and coordination with CSUB campus-side load-shedding infrastructure.
13. Disclose Initial Total Project Price / Total Installed Cost, construction-cost base for the CSU Transaction Fee, and estimated CSU Transaction Fee.
14. Provide evidence of financial capacity and credible financing sufficient to make required payments and perform the SLPPA.
15. Confirm compliance with prevailing wage, apprenticeship, DIR registration, licensing, insurance, bonding, safety, and CSU requirements.
16. Submit solar production, BESS dispatch, BESS capacity/degradation, BESS availability, peak-demand-reduction, and incentive compliance information sufficient for evaluation.
17. Submit the Academic and Research Accommodation Statement.
18. Identify all exceptions, assumptions, exclusions, qualifications, or deviations. Material exceptions to core commercial terms may result in rejection.
19. Certify no prohibited Bynum Inc. participation and no undisclosed side agreement or compensation.
20. Demonstrate completed California solar + BESS experience, Rule 21/non-export experience, PPA financing capability, DIR/prevaling wage experience, and BESS safety experience.

6.5 Proposal Exceptions and Core Commercial Terms

Trustees may reject a proposal as non-responsive if it conditions, qualifies, or reserves an exception to core commercial or project terms, including the 20-year term, all-inclusive PPA rate, prohibition on separate upfront charges, Bundled Project Advancement and Procurement Cost, pre-NTP payment timing, post-NTP/vendor-schedule obligations, CSU Transaction Fee, REC and Environmental Attribute structure, academic/research accommodation, performance guarantee structure, PTO / Project Completion deadline, LD framework, post-award assignment-materials framework, insurance, bonding, prevailing wage, DIR registration, licensing, safety, or other material CSU requirements.

Trustees' review, scoring, clarification, discussion, or negotiation does not accept any exception unless Trustees expressly accept it in writing.

For avoidance of doubt, a separately tabbed alternate that complies with Section 4.2 and is not a condition, qualification, or exception to the base proposal shall not by itself constitute a prohibited condition or qualification of the base proposal.

6.6 Small Business and DVBE

Small Business Preference and DVBE incentive requirements, waivers, and forms shall be handled according to the CSU forms and the final RFP instructions. The Bynum conflict/prohibited participation certification shall remain separate from the SBE/DVBE package.

7. Evaluation and Award

Award will be made to the responsible and responsive proposer whose proposal receives the highest combined score and is determined by Trustees to provide the best overall value. Trustees are not obligated to award to the lowest price proposal.

7.1 Evaluation Categories

Evaluation Category	Points
Minimum Responsiveness Requirements	Pass/Fail
Project Understanding, SLPPA Responsiveness, and Risk Allocation	55
Technical Conformance, System Design Acceptance, and Performance Basis	75
BESS, Microgrid Controls, Non-Export Interconnection, and Cyber/Data Architecture	75
Project Schedule, Procurement Plan, and ITC Deadline Execution	80
Construction Management, Campus Coordination, Safety, and Compliance	60
Operations, Maintenance, Warranties, Performance Guarantees, and Lifecycle Reliability	85
Capital Finance, Credit Strength, and Incentive / Tax-Credit Compliance	85
Project Team, Comparable Experience, Key Personnel, and References	55
Academic and Research Accommodation	30
Technical / Quality Points	600
Evaluated 20-Year PPA LCOE / Net Present Cost	320
Initial Total Project Price / Total Installed Cost Transparency	40
Cost Proposal Completeness, Transparency, and Rate Risk	25
Required Project Cost / Bundled Cost Compliance	15
Cost Proposal Points	400
Total Possible Points	1,000

7.2 Cost Scoring

Cost Proposals will be evaluated based on the overall economic value to Trustees over the required 20-year term. Cost scoring will be based on the proposed all-inclusive PPA rate, escalation, guaranteed production, Initial Total Project Price / Total Installed Cost transparency, construction-cost base, CSU Transaction Fee assumptions, bundled cost compliance, and rate risk.

The LCOE / Net Present Cost score is calculated as: $\text{LCOE Cost Points} = 320 \times (\text{Lowest Evaluated Cost} / \text{Proposer's Evaluated Cost})$. Evaluated Cost means total 20-year evaluated payments calculated using the offered Year 1 PPA rate, annual escalator, and the RFP Attachment A Guaranteed Solar Production Schedule as the uniform evaluation production proxy, unless Trustees specify a discount rate or alternate calculation by addendum. Evaluated LCOE means Evaluated Cost divided by the total 20-year Guaranteed Solar Production

Schedule in RFP Attachment A. The Attachment A schedule is used for evaluation comparability only and does not change the billing basis under the SLPPA, which remains actual metered delivered Electricity plus any expressly payable Deemed Generated Energy/In Lieu amounts. Trustees may adjust evaluated cost to account for arithmetic errors, inconsistent assumptions, hidden charges, proposed billing on a different energy basis, or costs required by the proposal but not included in the stated PPA rate.

7.3 Academic and Research Accommodation Scoring

Trustees will evaluate whether the proposer's Academic and Research Accommodation Statement is clear, practical, safe, data-aware, and consistent with the SLPPA. Higher scores will be awarded to proposers that provide meaningful accommodation for CSUB academic and research activities without impairing safety, cybersecurity, operations, warranties, interconnection compliance, financing, tax-credit assumptions, or SLPPA performance obligations.

7.4 Clarifications, Interviews, BAFOs, Negotiations, and Rejection Rights

Trustees may conduct interviews, request clarifications, verify references, review financial capacity, evaluate exceptions, shortlist proposers, request best-and-final offers if permitted, negotiate with the highest-ranked proposer, proceed to the next-ranked proposer if negotiations fail, or reject any proposal that contains material exceptions, unacceptable risk shifts, incomplete cost information, unsupported incentive assumptions, inadequate financing evidence, or other deficiencies.

7.5 Protests

A proposer filing a protest must do so within three working days after the Notice of Intent to Award is issued. The proposer must submit a complete written statement of the facts supporting the protest. Trustees' written decision is final.

8. Required Forms and Cost Proposal Form

The Cost Proposal Form and required acknowledgments shall be completed and submitted in Tab 14. Trustees may reject proposals that omit required acknowledgments, condition mandatory costs, or propose charges outside the all-inclusive PPA rate.

Cost Proposal Item	Response
Year 1 SLPPA kWh rate for solar production	\$ _____/kWh
Annual rate escalator / yearly percentage change, if any, not to exceed 2.0%	_____ %
Initial Total Project Price / Total Installed Cost	\$ _____
Construction-cost base used for CSU Transaction Fee	\$ _____
Estimated CSU Transaction Fee included in PPA pricing	\$ _____
Bundled Project Advancement and Procurement Cost included in PPA pricing	Initial: _____
Pre-NTP Project Advancement Payment included in PPA pricing and accepted	Initial: _____
Post-NTP / Vendor-Schedule Procurement Obligations included in PPA pricing and accepted	Initial: _____
All applicable taxes included; no unauthorized pass-through	Initial: _____

Cost Proposal Item	Response
Acceptance of RFP Attachment A Guaranteed Solar Production Schedule	Initial: _____
Solar shortfall remedy accepted	Initial: _____
Academic and Research Accommodation accepted	Initial: _____
End-of-term treatment governed by SLPPA accepted	Initial: _____

I hereby agree to perform the work in accordance with the RFP, executed SLPPA, RFP Project Documents, addenda, and accepted proposal, subject only to exceptions expressly identified in the proposal and accepted by Trustees in writing.

Signature Item	Response
Name / Title	_____
Signature	_____
Company as Licensed	_____
Contractor License Number, if applicable	_____
Address	_____
Telephone / Email	_____
Federal I.D.	_____

RFP Attachment A - Guaranteed Solar Production Schedule

The following schedule is expressly incorporated into this RFP and is based on Year 1 guaranteed solar production of 7,675,565 kWh with 0.50% annual degradation. Proposers shall base pricing, rates, escalators, guarantees, and financial analyses on this schedule. Alternative production schedules, degradation assumptions, guaranteed production values, or proposer-generated production schedules shall not be accepted for the base proposal unless expressly permitted by addendum. The schedule is used for pricing, guarantee, and evaluation comparability and does not create a billing cap or override the SLPPA billing provisions.

Contract Year	Guaranteed Solar Production (kWh)
1	7,675,565
2	7,637,187
3	7,599,001
4	7,561,006

Contract Year	Guaranteed Solar Production (kWh)
5	7,523,201
6	7,485,585
7	7,448,157
8	7,410,916
9	7,373,861
10	7,336,992
11	7,300,307
12	7,263,805
13	7,227,486
14	7,191,349
15	7,155,392
16	7,119,615
17	7,084,017
18	7,048,597
19	7,013,354
20	6,978,287

RFP Attachment B - Baseline Rider C Performance Guarantee Requirements

Rider C is included with the SLPPA and states the performance guarantee requirements. The following summary is provided for proposal pricing and evaluation and shall be read consistently with Rider C.

21. **Solar Production Guarantee.** The Successful Proposer shall guarantee annual solar production in accordance with RFP Attachment A, with Year 1 guaranteed solar production of 7,675,565 kWh and 0.50% annual degradation thereafter.
22. **Solar Shortfall Remedy.** If actual annual solar production is less than the applicable Contract Year guarantee after applying Rider C measurement rules and exclusions, the Successful Proposer shall compensate Trustees for the shortfall using: $\text{Solar Shortfall Payment} = \text{Shortfall kWh} \times (\text{Average Campus Utility Rate} - \text{SLPPA Price})$. 'Average Campus Utility Rate' means, for the applicable Contract Year, the fully loaded avoided utility cost for University retail electric service, expressed in \$/kWh, calculated using the applicable Utility tariff(s), actual campus utility bills, billing determinants, interval meter data, and the account(s) the System serves or offsets. The rate shall include all retail utility charges that would reasonably have been avoided by the same quantity and timing of System production or shortfall kWh, including generation or commodity charges,

energy procurement charges, transmission charges, distribution charges, public purpose program charges, nuclear decommissioning charges, competition transition charges, wildfire charges, DWR or bond charges, non-bypassable charges, volumetric taxes, franchise fees, surcharges, and other kWh-based or usage-related retail utility charges, in each case to the extent applicable to University service and avoidable by System production. Fixed customer charges, minimum charges, deposits, interconnection charges, financing charges, late charges, penalties, one-time extraordinary charges or credits, and other charges not reduced by System production are excluded. Demand charges, standby charges, and other non-kWh charges are included only to the extent Trustees reasonably determine, using applicable billing determinants, interval data, and the applicable tariff, that the specific charge was actually and quantifiably avoided by System production or increased by the shortfall kWh during the applicable billing interval. If multiple accounts or rate schedules apply, Trustees shall calculate a reasonable weighted average based on the affected accounts, rate schedules, time periods, and kWh usage. Trustees shall provide reasonable supporting documentation from applicable campus utility bills, tariffs, billing determinants, and interval data with any annual shortfall calculation. For this formula, 'SLPPA Price' means the applicable Contract Year Price under the SLPPA. No payment is due if the Average Campus Utility Rate is equal to or lower than the SLPPA Price.

23. BESS Availability. The Successful Proposer shall maintain annual BESS availability of at least 98%. Battery availability means the percentage of time during which the BESS is operational, communicating, not in fault condition, and capable of charging or discharging in accordance with approved EMS dispatch instructions, subject to Tesla warranty and preventive maintenance requirements.
24. Battery Capacity and Degradation. Battery capacity degradation, usable energy capacity, and warranty-backed performance shall be governed by Tesla warranty and applicable preventive maintenance requirements. Ordinary battery degradation within Tesla warranty requirements is not an availability failure.
25. Dispatch and Controls. The Successful Proposer shall maintain ETB/EMS dispatch functionality, microgrid/site-controller functionality, non-export controls, monitoring, data logging, and reporting. Proposer shall not guarantee dollar savings or demand-charge savings unless expressly accepted in Rider C.
26. Measurement and Verification. Performance shall be measured using revenue-grade metering, monitoring data, accepted commissioning records, annual reports, and methods stated in Rider C. True-up shall occur annually unless Rider C provides a shorter process for safety, availability, or chronic underperformance.
27. Exclusions. Excused events include utility outage, PG&E curtailment, PTO/interconnection restriction, Trustees-directed shutdown or curtailment, insufficient campus load under non-export configuration, campus electrical outage, Force Majeure, emergency shutdown, safety-related shutdown, manufacturer-required BESS maintenance, warranty-required derate, BESS HVAC or thermal-protection event not caused by SLPPA Provider breach, approved maintenance, Trustees breach, or other exclusions stated in Rider C. Energy excluded under this paragraph is not counted in Shortfall kWh and does not create a Solar Shortfall Payment, except to the extent Rider C expressly provides otherwise.
28. Remedies and Cure Rights. Rider C shall state remedies for solar production shortfall, BESS availability shortfall, BESS dispatch/control failure, reporting failure, and chronic underperformance, including cure rights and annual true-up.

No Double Counting. Solar shortfall remedies, In Lieu of Electricity Payments, liquidated damages, and other remedies shall be applied without duplication. The same lost, curtailed, deemed, or undelivered kWh shall not be used both to require payment from Trustees to SLPPA Provider and to require a Solar Shortfall Payment from SLPPA Provider to Trustees.

RFP Attachment C - RFP Project Document / Exhibit Applicability Matrix

This matrix controls how each rider, attachment, and exhibit is treated in the RFP/SLPPA package.

Document / Exhibit	Applicability Category	Notes
Rider A-1 - Map / Licensed Area	SLPPA Rider / Attachment	Include; replace with cleaned-up CSUB site/license-area map.

Document / Exhibit	Applicability Category	Notes
Rider A-2 - Generation Summary and Site Restrictions	SLPPA Rider / Attachment	Include; replace with project-specific generation and site restrictions rider.
Rider B-1 - General Conditions	Conditional SLPPA Rider	Include only if CSU requires; Rider B-2 and order of precedence override conflicts.
Rider B-2 - Supplemental Conditions	SLPPA Rider / Attachment	Replace with CSUB-specific supplemental/override rider.
Rider C - Performance Guarantee	SLPPA Rider / Attachment	Replace with project-specific solar + BESS performance guarantee.
Rider D - Operational Access	SLPPA Rider / Attachment	Include; revise for CSUB access, fire, gate, emergency, and research access.
Rider E - Schedule	SLPPA Rider / Attachment	Replace with RFP-consistent milestone schedule.
Rider F - Bond Forms	Required SLPPA Attachment	Include; payment and performance bonds are required before NTP and are based on 100% of the Trustees-approved bondable physical installation/construction work cost, not the 20-year PPA value or major equipment procurement unless Trustees require otherwise.
Rider G - Consent / Estoppel	Template Only	Include as optional financing/lender consent template subject to approval.
Rider H - Sample Invoice	SLPPA Rider / Attachment	Replace with solar + BESS invoice/reporting template.
Rider I - SOW / Final Rate / Array Layout	SLPPA Rider / Attachment	Replace with project-specific scope/final commercial rider.
Rider J - Geotech	RFP Project Document / Rider	Include Krazan February 12, 2026 geotechnical report.
Rider K - Solar 4 RFP Template	Excluded	Do not issue as operative attachment.
Attachment 1 - Notice of Intent to Award	RFP/SLPPA Form	Include; revise for CSUB and clarify not NTP.
Attachment 2 - Authorization to Proceed to Design	Excluded unless required	If required, repurpose for limited post-award design finalization/preconstruction only.
Attachment 3 - NTP Construction	SLPPA Form	Include; revise as formal Construction NTP.

Document / Exhibit	Applicability Category	Notes
Attachment 4 - COD / PTO Notice	SLPPA Form	Include; revise as COD/PTO/Project Completion notice.
Attachment 5 - Notice of Completion	SLPPA Form	Include; revise as final closeout document.
Forms 1-2-3-4 SBE / DVBE	Required Forms if CSU requires	Include with CSUB instructions; keep Bynum certification separate.
RFP Attachment D - RFP General Provisions	RFP Attachment	Incorporated into RFP to govern procurement process through award, subject to RFP/addenda conflicts and not as an ongoing SLPPA rider unless expressly incorporated.
RFP Attachment E - Site Walk and Parking Instructions	RFP Attachment	Included; states August 5, 2026 9:00 a.m. site walk, parking options, and meeting-location map.

RFP ADMINISTRATIVE ATTACHMENTS

The following administrative attachments are issued with the RFP and shall be completed, issued, or used as applicable in accordance with the RFP, SLPPA, and Trustees requirements.

RFP Attachment 1 - Notice of Intent to Award

This notice is issued by Trustees after evaluation of proposals. It is not an executed SLPPA, Notice to Proceed, or authorization to commence construction.

Project	CSUB Solar & Battery Advanced Shovel-Ready SLPPA
RFP No.	CSUB-RFP-11108
Campus	California State University, Bakersfield
Apparent Successful Proposer	
Notice Date	
Protest Period	As stated in the RFP and applicable CSU procurement requirements.
Conditions	Award remains subject to completion of protest period, successful SLPPA finalization, Trustees approvals, required insurance and bonds, pre-NTP requirements, and all other conditions stated in the RFP and SLPPA.

RFP Attachment 2 - Limited Authorization for Design Finalization / Preconstruction Activities

This attachment shall be used only if Trustees elect to authorize limited post-award design-finalization or preconstruction activities before issuance of Notice to Proceed. It does not authorize construction, installation, excavation, energization, or procurement commitments beyond those expressly approved in writing by Trustees.

Authorized Party	
Authorized Activities	Limited design finalization, coordination, submittals, permitting support, schedule updates, and preconstruction coordination expressly approved by Trustees.
Excluded Activities	Construction, installation, site disturbance, excavation, energization, unauthorized procurement commitments, or any work requiring Notice to Proceed.
Effective Date	
Expiration / Supersession	Expires upon issuance of Notice to Proceed or earlier written direction from Trustees.

RFP Attachment 3 - Notice to Proceed to Construction

This notice authorizes construction only after Trustees confirm satisfaction of all pre-NTP requirements. The anticipated Notice to Proceed window is November 25-26, 2026, subject to adjustment by Trustees.

Project	CSUB Solar & Battery Advanced Shovel-Ready SLPPA
SLPPA Provider	
Notice to Proceed Date	
Required PTO / Project Completion Deadline	December 1, 2027
Liquidated Damages	\$3,500 per calendar day for failure to achieve PTO / Project Completion by December 1, 2027, subject to applicable relief events under the SLPPA and Rider C.
Pre-NTP Conditions	Insurance, required payment and performance bonds, pre-NTP Project Advancement Payment, required approvals, required submittals, applicable permits, and other requirements stated in the RFP and SLPPA.
DIR / Public Works	SLPPA Provider and applicable contractors shall comply with DIR registration, prevailing wage, certified payroll, and applicable public works requirements.

RFP Attachment 4 - Notice of Commercial Operation Date / PTO / Project Completion

This notice confirms that the System has achieved COD / PTO / Project Completion for purposes of the SLPPA, subject only to minor punch-list items that do not impair safe, legal, metered, non-export compliant operation.

- 29. PG&E permission to operate or equivalent authorization has been received or documented as applicable.
- 30. Commissioning and acceptance testing have been completed.
- 31. Non-export controls, reverse-power protection, relay settings, and required testing have been verified.
- 32. PV system, BESS, metering, monitoring, SCADA, and controls are operational.
- 33. Required safety, fire/life-safety, campus, and AHJ approvals have been obtained.
- 34. Warranties, O&M obligations, reporting, and performance tracking commence as provided in the SLPPA.
- 35. Any punch-list items are listed and do not impair safe operation, metering, performance, or campus use.

SLPPA Provider	
Requested COD / PTO / Project Completion Date	
Trustees Acceptance Date	
Authorized Trustees Representative	

RFP Attachment 5 - Notice of Completion / Final Closeout

This attachment is used for final closeout after COD / PTO / Project Completion. It does not replace the COD / PTO / Project Completion notice unless the SLPPA expressly provides otherwise.

36. Final as-built drawings and record documents have been delivered.
37. O&M manuals, warranties, service records, commissioning reports, and test reports have been delivered.
38. Training, emergency procedures, monitoring access, and academic/research handoff requirements have been completed.
39. Punch-list items have been completed or otherwise resolved to Trustees satisfaction.
40. Lien releases, certified payroll closeout, DIR/public works closeout, and required closeout documents have been delivered as applicable.
41. Site restoration, cleanup, fencing, access roads, vegetation/clearance, erosion control, and safety items have been completed as applicable.

SLPPA Provider	
Final Completion Date	
Trustees Acceptance Date	
Authorized Trustees Representative	

RFP Forms 1-4 - SBE / DVBE Forms and Certifications

Proposers shall submit the applicable CSU small business and disabled veteran business enterprise forms and certifications required by the RFP, CSU policy, and applicable procurement requirements. Official CSU forms may be issued by Trustees with the RFP or by addendum and shall control over this summary.

- 42. Form 1 - Small Business Preference and Certification Request, if applicable.
- 43. Form 2 - Small Business Subcontracting Participation, if applicable.
- 44. Form 3 - DVBE Participation or Incentive Form, if applicable.
- 45. Form 4 - Related certification or documentation required by Trustees, if applicable.
- 46. Bynum Inc. conflict/prohibited participation certification is separate from the SBE/DVBE forms and must be submitted as required by the RFP.

In the event of conflict between official CSU forms and the RFP, Trustees shall determine the controlling requirement by written addendum or procurement instruction.