



Summer 2023 Solar in Disadvantaged Communities Request for Offers Solicitation Protocol

Community Solar Green Tariff Program

August 18, 2023

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I. Introduction and Overview

I.A. Overview

The California Public Utilities Commission’s (“CPUC”) Decision (“D.”) 18-06-027, D.18-10-007, and Resolution E-4999 (collectively, the “DAC Decisions”), adopted three new programs to promote the installation of renewable generation among residential customers in disadvantaged communities (“DACs”): The Disadvantaged Communities Single-family Solar Homes (“DAC-SASH”), Disadvantaged Communities Green Tariff (“DAC-GT”), and Community Solar Green Tariff (“CS-GT”). This protocol (“Protocol”) outlines the parameters governing this solicitation and provides additional information and instructions for interested parties (“Participants”) seeking to submit offers into Pacific Gas and Electric Company’s (“PG&E”) Summer 2023 DAC Request for Offers (“RFO”), specifically for CS-GT, each submittal specifically an “Offer”.

The DAC Decisions direct each of California’s three large investor owned utilities (“IOUs”) to hold at least two solicitations per year until the Program Capacity Allocation is met.¹

For more information on the governing DAC Decisions, see below:

- [Decision 18-06-027](#) – Alternative Decision Adopting Alternatives to Promote Solar Distributed Generation in Disadvantaged Communities (Issued June 22, 2018)
- [Decision 18-10-007](#) – Decision Correcting and Clarifying Decision 18-06-027 (Issued October 18, 2018)
- [Resolution E-4999](#) – Pursuant to Decision 18-06-027, Approving with Modifications, Tariffs to Implement the Disadvantaged Communities Green Tariff and Community Solar Green Tariff Programs (Issued May 30, 2019)
- [Resolution E-5212](#) – Approving with Modifications California Choice Energy Authority’s and East Bay Community Energy’s Petitions for Modification of Resolution E-4999 (Issued October 6, 2022)

I.B. Communications

PG&E has established a website at www.pge.com/dacrfo where Participants may access and download all RFO documents, announcements and questions and answers that are posted.

All solicitation-related inquiries can be directed via email to DACprocurement@pge.com, while copying the Independent Evaluator (“IE”), arroyosecoconsulting@gmail.com.

¹ Program Capacity Allocation is determined by the CPUC in Resolution E-4999 (Table 1, pg. 14). PG&E’s total Program Capacity Allocation may change depending on the final outcome of the Community Choice Aggregators (CCAs) allocation or future update to PG&E’s Program Capacity Allocation, as determined by the CPUC.

All correspondences will be monitored by the IE, Lewis Hashimoto of Arroyo Seco Consulting. The IE is an independent, third-party evaluator who is required by the CPUC to monitor and evaluate certain competitive solicitations.

PG&E may post general questions received and PG&E’s response on PG&E’s website to ensure consistency of information provided to all Participants. PG&E will attempt to respond to all inquiries but may decline to respond to any particular inquiry.

I.C. Expected Schedule

The expected schedule for this RFO is listed below in Table 1 – Summer 2023 Solar in DAC RFO - Expected Schedule. All deadlines occur at 5:00 P.M. Pacific Prevailing Time (“PPT”), unless otherwise noted.

Table 1: Summer 2023 Solar in DAC RFO - Expected Schedule

Date/Time	Event
Ongoing	Registration. Participants may register online to receive announcements and updates regarding this RFO. Go to www.pge.com/rfo and click on the Distribution List Form (direct link).
August 18, 2023	Issuance. PG&E issues the RFO.
August 24, 2023 at 10:30 AM, PPT	Participants’ Webinar. PG&E will hold a Participant Webinar to review key Protocol and Power Purchase Agreement (“PPA”) items related to this solicitation.
September 25, 2023 at 1:00 PM, PPT	Offer Submittal Deadline. Offer(s) must be submitted to the online platform at Power Advocate and must include all the documents described in Section VII.
October 27, 2023	PG&E Notifies Participants of Selection Status. PG&E notifies Participants of selection or waitlist status.
November 3, 2023	Signed PPA Submittal Deadline. Selected and waitlisted Participants that wish to continue participation in PG&E’s RFO must return a signed PPA and required documentation. If a Participant fails to submit a signed PPA with required documentation for one or more selected Offers, PG&E will disqualify the originally selected Offer, and will select the next-best qualifying Offer on the waitlist with a signed PPA and the required documentation
End of November, 2023	PG&E executes PPAs. PG&E countersigns PPAs. (target execution date)

End of Year, 2023	PG&E submits Tier 2 Advice Letter. All fully executed PPAs will be submitted for CPUC approval via Tier 2 Advice Letter. (target filing date)
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The final RFO schedule is subject to change to conform to any CPUC requirements and otherwise at the discretion of PG&E at any time. PG&E will notify Participants of any schedule change via notification on PG&E’s RFO Website, linked in Section I.B. Communications. PG&E will have no liability or responsibility to any Participant for any change in the schedule or for failing to provide notice of any change.

II. Solicitation Goals

To assure compliance with the DAC Decisions, PG&E will procure under one program, CS-GT. Procurement under the DAC-GT program was completed in the Fall 2021 DAC Solicitation. PG&E will hold at least two DAC solicitations per year, and any remaining available capacity for a given solicitation will be rolled over to the next solicitation until the Program Capacity Allocation has been met.

For reference, see “Table 2 – Program and Project Capacity Limits” below.

Table 2: Program and Project Capacity Limits

	DAC-GT	CS-GT
Program Capacity Allocation (MW)	52.32	14.20
Remaining Capacity (MW)²	0	2.2

² PG&E will make available its full Remaining Capacity (MW) for the Summer 2023 DAC RFO, which is the Program Capacity Allocation less the MWs procured in the Spring 2020, Fall 2020, Spring 2021 and Fall 2021 DAC RFOs and the MWs allocated to Peninsula Clean Energy per PG&E Advice Letter 6075-E-A.

III. Eligibility

PG&E seeks Projects that meet the following criteria and eligibility requirements listed below in “Table 3 – Project Eligibility Requirements” by the Offer Submittal Deadline. An initial screen of Offers will be conducted to assess if the Project meets the eligibility requirements below. If a Project does not meet one of the eligibility requirements below at the time of Offer submittal, it will be considered non-conforming.

Table 3: Project Eligibility Requirements

	CS-GT
Product ³	In-front-of-the-meter Solar Photovoltaic (“PV”)
Project Size (Nameplate Capacity) ⁴	≤ 2.2 MW
Term	10, 15, or 20 years
Deliverability	Full Capacity Deliverability Status (“FCDS”), Partial Capacity Deliverability Status (“PCDS”), or Energy Only Status
Vintage	New Projects Only
Transaction	Full Buy/Sell Only. Per the PPA, PG&E will not compensate for Surplus Delivered Energy (i.e., the delivered energy that exceeds the product of 100% of Contract Capacity).
Location	<p>A conforming Project must meet the following three location requirements:</p> <p>(1) The entire Project site must be located in PG&E’s electric service territory. If a Project is not 100% located in PG&E’s electric service territory, that Project will be considered non-conforming.</p> <p>(2) The entire Project must be located within an eligible census tract(s) as listed in Table 5, or on an eligible Tribal Land. PG&E will determine the census tract boundaries based on the US Census Bureau Tiger Web map (vintage reflecting CalEnviroScreen 3.0 and 4.0) at the time of Offer submittal.</p> <p>All CalEnviroScreen eligible census tracts are included in Table 5: Eligible Census Tracts. Any census tract not included in Table 5 is ineligible, unless the Project is sited within an eligible San Joaquin Valley (“SJV”) pilot, or a Tribal Land. The</p>

³ Solar PV Projects paired with energy storage are not eligible.

⁴ The Total Nameplate Rated Power may be no greater than 2.2 MW for CS-GT.

	<p>criteria for eligible census tracts are described below:</p> <p>Census tracts with a score at or above the 75th percentile (i.e., scoring in the Top 25% statewide, or “Top 25% DAC”) in the California Environmental Protection Agency’s CalEnviroScreen 4.0 and/or CalEnviroScreen 3.0 on a statewide basis</p> <p>Census tracts that score in the highest five percent (5%) of CalEnviroScreen’s Pollution Burden but that do not have an overall score in either CES 3.0 or 4.0 reports.</p> <ul style="list-style-type: none"> • One of the following eight eligible SJV pilot communities in PG&E service territory: Allensworth, Seville, Lanare, Fairmead, Le Grand, Cantua Creek, Alpaugh, and La Vina.⁵ <p>(3) The Project location must be deemed, to PG&E’s reasonable satisfaction, to have sufficient eligible customers within the qualifying customer location requirements as described in Section IV. Customer Enrollment and Bill Discount (i.e., an eligible project must be located within 5 miles of an eligible DAC customer census tract or within 40 miles of one of the eight eligible SJV pilot communities). The analysis of sufficient community population is part of Community Sponsor materials which Participants must provide with their offer submissions. See Guidance Document link in the website for resources addressing this topic. Not meeting this requirement will result in a non-conforming Offer.</p> <p>Subject to all other eligibility criteria, projects sited on Tribal Land, as defined by D.20-12-003, are eligible. Tribal Land is defined as “all California Indian Country as defined in 18 United States Code Section 1151, with the exception of privately held in-holdings, which are defined as non-Indian owned fee land located within the exterior boundaries of California Indian Country; in the event of multiple owners, such land shall be considered Indian owned if at least one owner is a tribe or tribal member,</p>
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⁵ The US Census Bureau TigerWeb map (Current Vintage) will be used to confirm Census Designated Place (“CDP”) boundaries for the eligible SJV pilot communities: <https://tigerweb.geo.census.gov/tigerweb/>. To confirm the boundaries of the SJV pilot communities, Participants should open the tool using the link above, select “Places and County Subdivisions” in the “Layers” section of the tool, then zoom in to the areas where these communities are located and the boundaries will be displayed in orange.

	regardless of the use of the land.”
<p>Developer Experience</p>	<p>A minimum level of developer experience is required for participation in this solicitation. Specifically, the Participant and/or a member of Participant’s Project development team must demonstrate having experience managing and/or developing at least one other in-front-of-the-meter Solar PV Project of similar-capacity. A project less than one (1) MW will be deemed to be similar capacity to a Project with a Contract Capacity of up to one (1) MW. A project between one (1) MW to three (3) MW, inclusive, will be deemed to be a similar capacity to a Project with a Contract Capacity of up to three (3) MW. For projects larger than three (3) MWs, a project with a capacity of 50% of the Project will be deemed to be similar capacity.</p> <p>Participants are required to submit a complete Appendix G - Demonstration of Developer Experience as a part of their Offer.</p>
<p>Interconnection</p>	<ul style="list-style-type: none"> • Participants must provide evidence of formal communication that the interconnection request submitted to the interconnection process has been deemed “complete” by the California Independent System Operator (“CAISO”) and/or the Distribution Provider to meet the minimum eligibility requirements. A request submitted for interconnection is insufficient evidence. • PLEASE NOTE: The Seller under the PPA should be the entity covered by the interconnection request. If any interconnection studies/reports are applicable to an entity other than the Seller, the Participant should provide an explanation for the difference or indicate if a new interconnection request will be made that applies to the Seller under the PPA. • Rule 21 interconnections are ineligible to participate in this solicitation. <p>Note: Projects must obtain a wholesale interconnection under Federal Energy Regulatory Commission (“FERC”) jurisdiction prior to operation.</p>

<p>Site Control</p>	<p>Participants are required to submit a complete Appendix C – Site Control Questionnaire & Attestation and Appendix E – Acknowledgement and Commitment of Site Owner Letter.</p> <p>As part of their Offer, Participants must attest that they have secured Site control for the for the entire term of their PPA. Requirements to demonstrate such Site control are detailed in Appendix C to this solicitation. Site control means, at a minimum (1) ownership of the Site, a leasehold interest, or a right to develop a Site for the purpose of constructing a generating facility; (2) an option to purchase or acquire a leasehold Site for purposes of constructing a generating facility; and (3) any other business relationship that, in the sole discretion of PG&E, amounts to the same right to develop property as provided in examples (1) or (2) above, between the Seller, or the Participant on behalf of the Seller, and another entity that has the right to sell, lease, or grant the right to possess or occupy the Site for such a purpose. An option to lease is not acceptable as evidence of site control.</p>
<p>Community Sponsor</p>	<p>A letter of commitment from a qualifying sponsor(s) is required. Qualifying sponsors include non-profit community-based organizations, local government, or local government entities including schools and Community Choice Aggregators.⁶ In addition to the analysis of sufficient community population, see page 76 of D.18-06-027 for more detail on what the letter of commitment from the Community Sponsor should include.</p>
<p>Workforce Development and Job Training Attestation</p>	<p>An attestation which includes a detailed plan on how local workforce development and job training (e.g. local hiring and targeted hiring) will be utilized in the development and construction phase of the Project is a requirement as part of Appendix I – Workforce Development Plan Attestation. In addition, Appendix J – Workforce Development Affidavit will confirm Participant’s understanding of all workforce development requirements and provide the primary Workforce Development contact.</p> <p>Note: If a Project is selected and chooses to move forward to contract execution, the Participant must complete Appendix K – Workforce Development Trainee Log and send to PG&E’s</p>

⁶ As defined in Decision 18-06-027, page 76.

	<p>localgreensaver@pge.com prior to the COD stage. The Trainee Log identifies the names of the eligible job training program and job trainee(s) used for each CS-GT installation, types of jobs completed, and hours worked. Both the Developer and CS-GT job trainee(s) must complete and sign this affidavit after the installation is completed.</p>
<p>Climate Risk</p>	<p>For new long-term contracts of 15 years or more for power, capacity, or reliability, Seller is required to consider long-term climate risk with respect to the Project, consistent with CPUC D. 20-08-046 ⁷ (including, without limitation, the risks described in Ordering Paragraph 9). ⁸</p>

⁷ [D. 20-08-046](#), Ordering Paragraph 14 130.

⁸ [D. 20-08-046](#), Ordering Paragraph 9 (11) (a) – (e), page 126.

Interconnection Information

Electric Generation Interconnection Services

Participants are reminded that PG&E is releasing this RFO in its merchant function and in that function PG&E has no obligation nor ability to influence the Participating Transmission Operator or Utility Distribution Company. PG&E in its merchant function is not responsible or liable for delays in interconnection or transmission or distribution service or inability to obtain retail electric service for any Project. Participants are responsible for understanding the relevant interconnection procedures and ensuring the Seller can interconnect within the mandated timelines.

Information regarding interconnection to the PG&E Electric Grid is available at the following site: <http://www.pge.com/wholesale/>. Any interconnection questions should be directed to PG&E's Electric Generation Interconnection department at the email address: wholesalegen@pge.com.

PLEASE NOTE: The Seller under the PPA should be the entity covered by the interconnection application. If any interconnection studies/reports are applicable to an entity other than the Seller, the Participant should provide an explanation for the difference or indicate if a new request will be made that applies to the Seller under the PPA.

Any application for interconnection to the transmission system must be directed to the CAISO in accordance with the CAISO Tariff. For more information, please refer to the CAISO Tariff via the CAISO website at:

<http://www.caiso.com/planning/Pages/GeneratorInterconnection/Default.aspx>.

Information Regarding Interconnection to PG&E's Electric System

Many factors influence the feasibility and cost of interconnecting generating facility systems to an electric system. These factors include, but are not necessarily limited to, the size and type of the system, substation and circuit load and capability, voltage regulation and voltage flicker. In an effort to assist developers in selecting and/or evaluating potential sites for their Projects and in accordance with the Renewable Auction Mechanism ("RAM") Decision, PG&E has created a web-based map that provides an extensive amount of substation and circuit information.⁹ This map and supporting documentation allows developers to determine, among other information, the available capacity of any particular distribution or transmission circuit on PG&E's service territory, defined

⁹ https://www.pge.com/en_US/for-our-business-partners/distribution-resource-planning/distribution-resource-planning-data-portal.page

as the total capacity less allocated capacity. For security purposes, access to the map requires registration with PG&E.

The map is intended as an informational tool only and PG&E does not guarantee that conditions in these areas will remain the same or that property suitable for participation in this RFO is available. In addition, actual interconnection requirements and applicable costs will be determined from further detailed studies that will consider a Participant's specific Project location, size, and application date relative to PG&E's electric system and other Projects in the same vicinity.

IV. Customer Enrollment and Bill Discount

Community Sponsors are responsible for conducting marketing and outreach with potential participants, and ensuring they apply to the CS-GT program through PG&E's enrollment portal. PG&E will provide a marketing fact sheet to Community Sponsor for their use in their marketing and outreach.

CS-GT: Offers a 20% bill credit to primarily low-income residential customers in DACs or in SJV pilot communities to participate in a single solar Project located within 5 miles of customer DAC census tracts or 40 miles of SJV pilot communities. PG&E, in coordination with the community sponsor, will enroll eligible customers.

Fifty percent (50%) of a CS-GT Project's capacity must be subscribed to low-income customers before a community sponsor is eligible to receive a 20% bill discount for up to 25% of a Project's output. Once that condition is met, and the community sponsor continues to satisfy eligibility criteria, the sponsor can retain a bill discount for the life of the Project.

PLEASE NOTE: Participants cannot collect PG&E customer information from customers, or enroll customers in their proposed program, until after a PPA has been executed with PG&E.

V. Evaluation Criteria

PG&E will complete an initial screen of Offers on a "pass-fail" basis against the eligibility requirements set forth in Section III – Eligibility. In consultation with the IE, PG&E may allow Participants to cure any deficiencies or errors, solely at PG&E's discretion. Projects that pass the initial screen and are deemed conforming will be evaluated using the evaluation criteria discussed in this section.

Least Cost Best Fit

PG&E will evaluate and select eligible Offers based on Least Cost Best Fit ("LCBF") principles, using quantitative and qualitative criteria to evaluate the submitted Offers.

Quantitative Criteria (Least Cost)

The quantitative valuation compares an Offer's costs to its benefits to calculate the Net Market Value ("NMV").

Costs may include, but are not limited to:

- Contract payments
- Congestion costs
- Integration costs
- Transmission network upgrade costs

Benefits may include, but are not limited to:

- Capacity value¹⁰
- Energy value

Additionally, the valuation may incorporate Portfolio Adjusted Value ("PAV") into consideration for PG&E's Renewable Portfolio Standard ("RPS") need.

CS-GT offers are subject to a cost cap as set in D.18-06-027 and Res. E-4999, respectively.¹¹ PG&E will not accept offers with bid prices at or below the higher of 200 percent of the maximum executed contract price in either the RAM's as-available peaking category or the Green Tariff program. The value of this cap is not public.

Qualitative Criteria (Best Fit)

In addition to the quantitative criteria noted above, PG&E may consider qualitative factors that could impact the value of each Offer.

Qualitative criteria may include, but are not limited to:

- Project viability (e.g., interconnection status, developer experience, etc.)
- Safety history
- Previous adverse commercial experience between PG&E and Participant
- Supply Chain Responsibility status
- CPUC directed prioritization

Due to the qualitative considerations, PG&E may choose Offers for its final selection that do not have the highest Adjusted NMV.

- **Supply Chain Responsibility**

PG&E is committed to supply chain responsibility which includes supplier diversity, sustainability and ethical supply chain practices. PG&E's Supplier Diversity Program, launched in 1981, aims to provide diverse suppliers with economic opportunities to supply products and services. PG&E's Supplier Sustainability Program, launched in 2007, encourages supplier responsibility, excellence and innovation.

¹⁰ It will be assumed that the qualifying capacity is zero for energy-only deliveries.

¹¹ D.18-06-027, pg. 84; Resolution E-4999, pg. 35-36.

It is the policy of PG&E that small and diverse businesses shall have the maximum practicable opportunity to participate in the performance of agreements resulting from this solicitation, including Women, Minority, Disabled Veteran and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (“WMDVLGBTBEs”). PG&E encourages Participants to carry out PG&E’s programs and contribute to PG&E’s supplier diversity goal. For Participants selected to enter into a PPA, the PPA includes a requirement to make good faith efforts toward meeting the contracted supplier diversity target, and successful Participants will be expected to report payments made to diverse business enterprises to support the Project upon request but no less than annually.

- **CPUC Directed Prioritization**

For CS-GT, the CPUC has directed prioritization of Projects that meet at least one of the following criteria:

- 1) located in top five percent (5%) DACs of CalEnviroScreen’s Pollution Burden, but that do not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data (i.e., located in an eligible census tract with score at or above the 95th percentile in the [CalEnviroScreen 4.0](#)) or SJV pilot communities;
- 2) located in a top twenty-five (25%) DAC census tract from [CalEnviroScreen 4.0](#)
- 3) leverage other government funding or demonstrate support from local climate initiatives;
- 4) provide evidence of support or endorsements from programs such as Transformative Climate Communities or other local climate initiatives.

VI. Offer Selection

PG&E will select Offers according to the evaluation criteria described in Section V – Evaluation Criteria and plans to notify selected Participants by e-mail according to the schedule described above.

PG&E may place some Offers on a waitlist. Any waitlisted Participants would be selected in order of PG&E’s LCBF evaluation should any one of the selected Offers fail to return an executed PPA pursuant to the schedule outlined above.

PG&E may select Projects with the highest PAV up to the solicitation megawatt procurement target.

VII. Offer Submission Information

Submission Overview

All Offer submittal information pertaining to this RFO will be hosted on the Power Advocate site.

In order to participate in the DAC Summer 2023 RFO, Participants must register through Power Advocate at the following Public Registration Link:

<https://www.poweradvocate.com/pR.do?okey=176973&pubEvent=true>

PG&E strongly encourages Participants to register with Power Advocate well before Offers are due. PG&E will be posting the detailed instructions for submitting Offer(s) and using the on-line platform on PG&E's website prior to offer submittal.

Electronic Documents: The electronic documents for the attachments must be in a Microsoft Word, Excel, Adobe Acrobat PDF, or Applicable GIS data file format as outlined below. The Participant should not provide documents in other electronic formats and versions. **Telephonic, hardcopy or facsimile transmission of an offer is not acceptable.**

Offer Variations

Participants may choose the option to offer a single Project with up to six (6) variations per program. Variations include:

- Size
- Delivery Term
- Fixed Price vs. Escalating Price
- Full (or Partial) Capacity Deliverability Status vs. Energy Only

If submitting a Project with multiple variations, Participant must clearly describe the variations in the Offer package Appendix B – Supplemental Project Information.

Mutual Exclusivity

The following Projects are considered mutually exclusive:

- Multiple offer variations for the same Project
- Multiple Projects that overlap and are located on the same Project site.

Furthermore, contingent Projects will not be considered.

Price

Participants should submit a competitively priced Offer. PG&E will not accept price refreshes after the offer submittal deadline. Participants must submit with their Offer their best and final price using the Energy Pricing Sheet of the Offer Form in Appendix A to this solicitation. The Product price must be stated in annual \$/Megawatt-hour (“MWh”) and may be escalated over the term of the PPA. If applicable, product quantities can vary annually to reflect degradation of the facility output.

PG&E encourages Participants to review the payment process in Article 4 and Article 6 of the PPA.

The price submitted by Participant for an Offer must include, without limitation, the following: (a) all awards, subsidies, and tax credits with respect to the Project, (b) all other benefits that Participants expect to apply, (c) any costs incurred by Participant, including any interconnection costs, and (d) the acceptance, without reservation or revision, of the non-price terms and conditions in the PPA.

Required Forms

The following documents, which are in the Appendices to this solicitation, must be completed and included with each Offer.

Table 4: Required Forms for a Complete Offer Package

Appendix	Title	Description	Format
A	Offer Form	Provide the requested information. Please refer to the Offer Form for instructions on how to create the Offer ID and file name. Offer Form information will be directly transferred to the applicable PPA, and thus must be completely and accurately filled out.	Excel (.xlsb)
B	Supplemental Project Information	Describe the proposed Project, format as single spaced, and include the requested information. Participants must complete each section of Appendix B within the actual document. Submittals in other document formats, including Participant responses that solely reference materials other than Appendix B, may not be considered.	Word (.docx) or PDF (.pdf)

C	Site Control Questionnaire & Attestation	Participant must attest that they have secured Site control for the entire Term of the PPA (see Section III, Table 3 of the Protocol for Site control requirements) and address the permitting and zoning issues identified in detail in Appendix C. In addition, Participant must provide a map showing Site location, Project boundary and key Project facilities, and gen-tie route from the Project to the first point of interconnection with the electric grid. The map should be provided in one of the file formats detailed in Appendix C.	PDF (.pdf) and Applicable GIS data file format
D	Power Purchase Agreement	Provide all applicable information requested in the PPA Cover Sheet and Appendix XIII. Other mark-ups, including removal of text, are not permitted and will result in rejection of the Offer.	Word (.docx)
E	Acknowledgement and Commitment of Site Owner Letter	The owner of the Site on which Participant's Project is proposed to be located must complete the required acknowledgements and attestations. This acknowledgement avows that the Site owner is informed of and has investigated the benefits offered by alternative government-sponsored renewable generation subsidy programs such as the California Solar Initiative ("CSI") and the Net Energy Metering ("NEM") programs. Please review Appendix E for full details.	PDF (.pdf)
F	FERC 717 Waiver	Authorizes the disclosure of Participant's transmission-related information to PG&E's marketing or merchant business unit ("PG&E Merchant").	PDF (.pdf)
G	Demonstration of Developer Experience	Participants must outline the work of at least one member of the Project development team whose experience reflects a Project of similar technology and capacity as described in Section III – Eligibility Criteria . Specific	PDF (.pdf)

		role and contribution of that team member on the submitted Project should be included in the form, including links to Project information.	
H	Safety Review Questionnaire	Participants must provide all applicable information requested in the Safety Review Questionnaire spreadsheet.	Excel (.xlsb)
I	Workforce Development Plan Attestation	Participants must submit an attestation which includes a detailed plan on how local workforce development and job training will be utilized in the development and construction phase of the Project.	PDF (.pdf)
J	Workforce Development Affidavit	Participants must submit an affidavit in which participant agrees to the Local Green Saver Program rules and development guidelines about workforce development and job training requirements.	PDF (.pdf)
N/A	Sponsor Letter of Commitment	<p>Participants must include a letter of commitment from a sponsor that includes:</p> <ul style="list-style-type: none"> ○ Demonstration of substantial interest of community members in subscribing to a Project (including an analysis of sufficient community population). ○ Estimated number of subscribers, with justification to ensure Project is sized to demand and can meet the 50% low-income customer requirement. ○ Preliminary plan to conduct outreach and recruit subscribers ○ Siting preferences, including community-suggested host sites, and verification that the site chosen is consistent with community preference. 	PDF (.pdf)

N/A	Map of Project Facilities	Provide the following files of the Project's major facility components, which include, at a minimum, the generation facility, access roads, electric and gas connection routes to utility facilities, and the outline of the land parcel that the facilities are located on. The map should identify roads, include an address, and map coordinates.	Google KML/KMZ or ESRI Shapefile
N/A	Interconnection Documents	<p>Projects must submit all interconnection related documents at time of Offer submittal including, if available, formal communication showing status of interconnection application, any prior interconnection studies and/or agreements, even if in draft form, with the CAISO and/or Distribution Provider for the Project.</p> <p>PLEASE NOTE: The Seller under the PPA should be the entity covered by the interconnection application. If any interconnection studies/reports are applicable to an entity other than the Seller, the Participant should provide an explanation for the difference or indicate if a new request will be made that applies to the Seller under the PPA.</p>	PDF (.pdf)

VIII. PPA Terms and Conditions

PG&E strongly encourages all Participants to review the form PPA and expects all Participants ensure that the Seller be able to perform ALL obligations under the PPA ("Seller" as used in this Protocol is defined as the entity entering into the PPA with PG&E). **The terms and conditions of the form PPA are non-negotiable. All Project-specific information should be included in the Cover Sheet and Appendix XIII.**

Any successful Offers must be formalized by the execution of a final PPA. PG&E has provided a form PPA in Appendix D to this solicitation, and the summary of certain terms within the PPA provided in this section of the Protocol is not meant to provide a substitute for a careful review of the actual PPA. In the case of any conflict between this Protocol and the PPA, the PPA will control.

Standard Terms Overview

- The Delivery Term of any executed PPA will be 10, 15, or 20 years, which will commence on the Initial Energy Delivery Date.
- Contract Commencement Date
 - Commercial Operation must be within 36 months of the Effective Date; a 6 month Permitted Extension may be made.
- Sellers must deliver all Product to PG&E. “Product” means:
 - All electric energy produced by or associated with the Generating Facility net of Station Use (and Site Host Load as applicable); and
 - All renewable attributes, Renewable Energy Credits, Capacity Attributes and Green Attributes produced by or associated with the generating facility.
- Conditions Precedent
 - The Effective Date is the date on which all the Conditions Precedent have been satisfied. See Section 2.5(a) of the PPA for a full list of the conditions precedent. This includes providing the following documentation prior to contract execution (outlined in Appendix VIII of the PPA):
 - A copy of the Seller’s Charter Documents, as defined in Appendix VIII of the PPA
 - Certificate signed by an Officer of the Seller
 - Certificate showing Seller is duly organized and in good standing with the State of California
 - Evidence satisfactory to PG&E of Site control
 - A facility safety plan considering climate risks (applies to long-term contracts of 15 years or more)
 - Evidence of California Energy Commission (“CEC”) certification
 - Certificate from Chief Financial Officer with financial statements
 - An executed Letter of Concurrence (see Appendix XI of the PPA)
- Green-E Energy Certification
 - Facilities must be in compliance with the Green-e® Energy National Standard. Projects that are awarded a PPA must provide a Green-e Energy Tracking Attestation prior to achieving commercial operation and updates as required.
- The PPA requires PG&E’s counterparty to submit a Project development milestone timeline (Section B in the Cover Sheet of the PPA) upon execution of the PPA, and to provide progress reports to PG&E (as outlined in Section

3.9(a)(vii) and 3.9(a)(viii) in the PPA) on the Project's progress towards the achievement of the development milestones until the Project begins energy deliveries.

- For Projects being offered as fully or partially deliverable, the PPA includes an estimate of when full or partial capacity deliverability status will be attained. Seller is contractually bound by the estimate. Seller will be subject to contractual penalties if full or partial capacity deliverability status has not been achieved consistent with the agreement terms.
- The PPA requires a Participant to post collateral in the form of cash or letter of credit from a reputable U.S. bank in the following amounts and by the time discussed below:

Project Development Security

CS-GT Projects with a Contract Capacity of less than or equal to three (3) MW: \$20/kW multiplied by the Contract Capacity of the Project, due within thirty (30) days following the Execution Date of the PPA.

CS-GT Projects with a Contract Capacity greater than three (3) MW: \$60/kW multiplied by the Contract Capacity of the Project, due within thirty (30) days following the Execution Date of the PPA.

Delivery Term Security

CS-GT Projects with a Contract Capacity of less than or equal to three (3) MW: \$20/kW multiplied by the Contract Capacity of the Project, due at Commercial Operation Date, until the end of the Term.

CS-GT Projects with a Contract Capacity greater than three (3) MW: \$120/kW multiplied by the Contract Capacity of the Project as a condition precedent to the Initial Energy Delivery Date until the end of the Term.

Under the PPA, the Project Development Security will be retained by PG&E in the event that the Project should fail to come online by the contractual deadline. Delivery Term Security will be held throughout the delivery term.

IX. Regulation

Confidentiality

By participating in the RFO, each Participant acknowledges and expressly authorizes PG&E to publicly disclose the following information as required by the Commission RAM Decision.¹² (1) names of the companies that submitted Offers

¹² D. 10-12-048

into PG&E's RFO; (2) number of Offers received by each company; (3) number of Offers received and shortlisted by PG&E; (4) Project size; (5) participating technologies; (6) the number of Projects which passed the Project viability screen; (7) location of Offers by county level shown in a map format; and (8) the progression of each executed contract's Project development milestones.

Except with PG&E's prior written consent, no Participant shall collaborate on or discuss with any other Participant or potential Participant offer strategies, the substance of any Offer(s), including without limitation the price or any other terms or conditions of any Offer(s), or whether an Offer has been selected.

All information and documents in Participant's Offer clearly identified and marked by Participant as "Proprietary and Confidential" on each page on which confidential information appears, shall be considered confidential information. PG&E shall not disclose such confidential information and documents to any third parties except for PG&E's employees, agents, counsel, accountants, advisors, or contractors who have a need to know such information and have agreed to keep such information confidential and except as provided otherwise in this section. In addition, Participant's Offer will be disclosed to the IE.

Notwithstanding the foregoing, it is expressly contemplated that the information and documents submitted by Participant in connection with this RFO may be provided to the CPUC, its staff, and the Procurement Review Group ("PRG"), established pursuant to D. 02-08-071. PG&E retains the right to disclose any information or documents provided by Participant to the CPUC, the PRG, the California Energy Commission ("CEC") and to any other entity in order to comply with any applicable law, regulation, or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over PG&E at any time even in the absence of a protective order, confidentiality agreement, or nondisclosure agreement, as the case may be, without notification to Participant and without liability or any responsibility of PG&E to Participant. PG&E cannot ensure that the CPUC will afford confidential treatment to Participant's confidential information, or that confidentiality agreements or orders will be obtained from and/or honored by the PRG, the CEC, or the CPUC. By submitting an Offer, Participant agrees to the confidentiality provisions described in this section.

The treatment of confidential information described above shall continue to apply to information related to Projects that are selected in this RFO and formalized through execution of a PPA.

Note that DAC Projects with executed PPAs are subject to release of production data related to the amount of MWh produced by the Project in aggregate form of three or more Projects on an annual basis.

Changes to RFO

By responding to this RFO, each Participant agrees to be bound by all terms, conditions and other provisions of this RFO and any changes or supplements to it that may be issued by PG&E.

X. Submission of Signed PPAs

Within seven (7) calendar days of Offer selection, Participants that wish to continue in this RFO must submit a signed PPA. and the required documentation, outlined below and in PPA Appendix VIII – Seller Documentation Condition Precedent, for each selected Project meeting all RFO conditions:

- A copy of the Seller’s Charter Documents, as defined in Appendix VIII of the PPA
- Certificate signed by an officer of the Seller
- Certificate showing Seller is duly organized and in good standing
- Evidence satisfactory to PG&E of Site Control
- A facility safety plan considering climate risks (applies to long-term contracts of 15 years or more)
- Evidence of California Energy Commission (“CEC”) certification
- Certificate from Chief Financial Officer with financial statements
- An executed Letter of Concurrence (see Appendix XI of the PPA)

All submittals referred to above shall be via the Power Advocate on-line platform.

XI. Procurement Review Group Review

Following completion of the evaluation and rankings of offers, PG&E will submit the results of the evaluation and its recommendations to its PRG members. PG&E will consider any alternative recommendations proposed by the PRG. PG&E, in its sole discretion, shall determine whether any alternatives proposed by the PRG should be adopted. PG&E has no obligation to obtain the concurrence of the PRG with respect to any offer.

PG&E assumes no responsibility for the actions of the PRG, including actions that may delay or otherwise affect the schedule for this Solicitation, including the timing of the selection of offers and the obtaining of Regulatory Approval.

XII. Regulatory Approval

The effectiveness of any executed PPA is expressly conditioned on PG&E’s receipt of final and non-appealable CPUC Approval of such PPA.

XIII. PG&E’s Reservation of Rights / Disclaimers for Rejecting Offers and/or Terminating this RFO

This RFO does not constitute an offer to buy and creates no obligation to execute any PPA or to enter into a transaction under a PPA as a consequence of the

RFO. PG&E shall retain the right at any time, at its sole discretion, to reject any Offer on the grounds that it does not conform to the terms and conditions of this RFO based on requirements and guidelines outlined in this Protocol and reserves the right to request information at any time during the solicitation process.

PG&E retains the discretion, subject to, if applicable, the approval of the CPUC, to: (a) reject any Offer on the basis, including but not limited to the basis that an Offer is the result of market manipulation or is not cost competitive or any other reason; (b) modify this RFO, the form PPA as it deems appropriate to implement the RFO and to comply with applicable law or other decisions or direction provided by the CPUC; and (c) terminate the RFO should the CPUC not authorize PG&E to purchase Products in the manner proposed in this RFO. In addition, PG&E reserves the right to either suspend or terminate this RFO at any time if such suspension is required by or with the approval of the CPUC. PG&E will not be liable in any way, by reason of such withdrawal, rejection, suspension, termination or any other action described in this paragraph to any Participant, whether submitting an Offer or not.

PG&E reserves the right at any time, in its sole discretion, to terminate the RFO for any reason whatsoever without prior notification to Participants and without liability of any kind to or responsibility of PG&E or anyone acting on PG&E's behalf. Without limitation, grounds for termination of the RFO may include the assertion of any Waived Claims by a Participant or a determination by PG&E that, following evaluation of the Offers, there are no Offers that are cost competitive.

PG&E reserves the right to terminate further participation in this process by any Participant, to evaluate the qualifications of any Participant, and to reject any or all Offers, all without notice and without liability to PG&E or anyone acting on PG&E's behalf.

In the event of termination of the RFO for any reason, PG&E will not reimburse the Participant for any expenses incurred in connection with the RFO regardless of whether such Participant's Offer is selected, not selected, rejected or disqualified.

Unless earlier terminated, the RFO will terminate automatically upon the execution of one or more PPAs by selected Participants as described herein. In the event that no PPAs are executed, then the RFO will terminate automatically 12 months after the Issuance Date of the RFO.

XIV. Participant's Waiver of Claims and Limitations of Remedies

Except as expressly set forth in this Protocol, by submitting an Offer, Participant knowingly and voluntarily waives all remedies or damages at law or equity concerning or related in any way to the RFO, the Protocol and/or any attachments to the Protocol ("Waived Claims"). The assertion of any Waived

Claims by Participant may, to the extent that Participant's Offer has not already been disqualified, automatically disqualify such Offer from further consideration in the Solicitation or otherwise.

By submitting an Offer, Participant agrees that the only forums in which Participant may assert any challenge with respect to the conduct or results of the RFO is in the proceeding related to D.10-12-048 adopted on December 17, 2010, or through the alternative dispute resolution ("ADR") services provided by the CPUC pursuant to Resolution ALJ-185, August 25, 2005. The ADR process is voluntary in nature, and does not include processes, such as binding arbitration, that impose a solution on the disputing parties. However, PG&E will consider the use of ADR under the appropriate circumstances. Additional information about this program is available on the CPUC's website at the following link:

www.cpuc.ca.gov/PUBLISHED/Agenda_resolution/47777.htm.

Participant further agrees that other than through the ADR process, the only means of challenging the conduct or results of the Solicitation is a protest to an Advice Letter seeking approval of one or more PPAs entered into as a result of the RFO, that the sole basis for any such protest shall be that PG&E allegedly failed in a material respect to conduct the RFO in accordance with this Protocol, and the exclusive remedy available to Participant in the case of such a protest shall be an order of the CPUC that PG&E again conduct any portion of the RFO that the CPUC determines was not previously conducted in accordance with this Protocol. Participant expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs, and/or attorney's fees. Unless PG&E elects to do otherwise in its sole discretion during the pendency of such a protest or ADR process, the RFO and any related regulatory proceedings related to the RFO will continue as if the protest had not been filed, unless the CPUC has issued an order suspending the RFO or PG&E has elected to terminate the RFO.

Participant agrees to indemnify and hold PG&E harmless from any and all claims by any other Participant asserted in response to the assertion of a Waived Claim by Participant or as a result of a Participant's protest to an advice letter filing with the CPUC resulting from the RFO.

Except as expressly provided in this Protocol, nothing herein, including Participant's waiver of the Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of PG&E. Nothing in this Protocol is intended to prevent any Participant from informally communicating with the CPUC or its staff regarding this RFO or any other matter.

XV. Participant's Representations and Warranties

Breach by any Participant of the representations and warranties of the RFO Attachments is, in addition to any other remedies that may be available to PG&E under applicable law, grounds for immediate disqualification of such Participant

from participation in the RFO, and depending on the nature or severity of the breach, may also be grounds for terminating the RFO in its entirety.

XVI. Eligible DAC Census Tracts

Table 5: Eligible DAC Census Tracts per CalEnviroScreen 3.0 and/or 4.0

- In addition to any census tracts outlined below, customers in Tribal Land are also eligible for these programs.
- Geographic borders for Tribal Land are not directly aligned with census tracts and therefore are not included in the list below. Instead, PG&E will evaluate any bids for projects sited on Tribal Land as part of a broader evaluation process, which includes the validation of eligible location.

Census Tracts

6001401000	6001425104	6013376000	6019001413	6019003302
6001401400	6001432400	6013377000	6019001500	6019003400
6001401500	6001432501	6013379000	6019001600	6019003500
6001401600	6001433200	6013380000	6019001700	6019003701
6001401700	6001437101	6013381000	6019001800	6019003702
6001401800	6001437200	6013382000	6019001900	6019003803
6001402200	6001438203	6013392200	6019002000	6019003804
6001402400	6001440301	6019000100	6019002100	6019003805
6001402500	6001444601	6019000200	6019002200	6019003807
6001402700	6007001300	6019000300	6019002300	6019003808
6001403000	6007003700	6019000400	6019002400	6019003809
6001403300	6013302005	6019000501	6019002501	6019003900
6001405401	6013305000	6019000502	6019002502	6019004001
6001406000	6013309000	6019000600	6019002601	6019004002
6001406100	6013310000	6019000700	6019002602	6019004205
6001406201	6013311000	6019000800	6019002701	6019004207
6001407200	6013312000	6019000901	6019002702	6019004212
6001407300	6013313101	6019000902	6019002800	6019004216
6001407400	6013313102	6019001000	6019002903	6019004404
6001408800	6013314103	6019001100	6019002904	6019004504
6001408900	6013314104	6019001201	6019002905	6019004505
6001409000	6013320001	6019001202	6019002906	6019004701
6001409100	6013358000	6019001301	6019003001	6019004703
6001409200	6013364002	6019001303	6019003003	6019004704
6001409300	6013365002	6019001304	6019003004	6019004802
6001409400	6013366002	6019001407	6019003102	6019005000
6001409500	6013368001	6019001408	6019003201	6019005100
6001410500	6013368002	6019001410	6019003202	6019005202
6001422000	6013375000	6019001411	6019003301	6019005203

6019005204	6029000504	6029004000	6047000505	6067004401
6019005301	6029000507	6029004101	6047000601	6067004501
6019005305	6029000600	6029004102	6047000701	6067004502
6019005403	6029001000	6029004200	6047000801	6067004601
6019005408	6029001102	6029004301	6047000901	6067004602
6019005409	6029001201	6029004402	6047000902	6067004701
6019005410	6029001202	6029004500	6047001002	6067004702
6019005607	6029001300	6029004604	6047001003	6067004801
6019005608	6029001400	6029004701	6047001005	6067004802
6019005804	6029001500	6029004702	6047001301	6067005001
6019006100	6029001600	6029005103	6047001302	6067005002
6019006201	6029001700	6029005204	6047001401	6067005101
6019006202	6029001901	6029006201	6047001501	6067005102
6019006300	6029001902	6029006202	6047001502	6067005205
6019006501	6029002000	6029006304	6047001503	6067005301
6019006502	6029002100	6029006401	6047001601	6067005502
6019006602	6029002200	6029006500	6047001602	6067006101
6019006604	6029002301	6031000200	6047001700	6067006201
6019006700	6029002302	6031000300	6047001901	6067006202
6019006802	6029002400	6031000500	6047001902	6067006300
6019006900	6029002500	6031001300	6047002000	6067006400
6019007002	6029002600	6031001402	6047002100	6067006702
6019007003	6029002700	6031001601	6047002201	6067006900
6019007004	6029002812	6031001701	6047002202	6067007001
6019007100	6029002813	6039000201	6047002302	6067007007
6019007202	6029002814	6039000202	6047002401	6067007301
6019007300	6029002815	6039000400	6047002402	6067007413
6019007400	6029002816	6039000502	6047002500	6067009006
6019007500	6029002900	6039000503	6047002600	6067009007
6019007600	6029003000	6039000506	6053000900	6067009008
6019007700	6029003103	6039000602	6053010101	6067009201
6019007802	6029003112	6039000603	6053014102	6067009316
6019008200	6029003113	6039000800	6053014500	6067009318
6019008301	6029003114	6039000900	6067000500	6067009601
6019008302	6029003115	6039001000	6067000600	6071010300
6019008401	6029003121	6047000201	6067000700	6075012301
6019008402	6029003202	6047000203	6067000800	6075012502
6019008501	6029003206	6047000301	6067001101	6075017601
6019008502	6029003304	6047000303	6067002000	6075017801
6029000101	6029003400	6047000304	6067002100	6075023102
6029000200	6029003500	6047000401	6067002200	6075023103
6029000300	6029003700	6047000503	6067003204	6075023200
6029000400	6029003900	6047000504	6067003700	6075023300

6075023400	6077003500	6085503110	6099001604	6107000302
6075061200	6077003601	6085503113	6099001700	6107000401
6075980600	6077003700	6085503117	6099001800	6107000501
6077000100	6077003801	6085503122	6099001900	6107000502
6077000300	6077003802	6085503214	6099002002	6107000600
6077000401	6077003803	6085503601	6099002004	6107000900
6077000402	6077003900	6085503602	6099002005	6107002100
6077000500	6077004308	6085504318	6099002006	6107003100
6077000600	6077004403	6085504602	6099002100	6107003200
6077000700	6077004404	6085505202	6099002200	6107004200
6077000801	6077004502	6085512310	6099002301	6107004300
6077000900	6077004902	6085512602	6099002302	6113010101
6077001000	6077005106	6085512603	6099002401	6113010102
6077001300	6077005109	6087110300	6099002402	6113010203
6077001400	6077005110	6087110400	6099002501	6113010204
6077001500	6077005114	6095250701	6099002503	6115040100
6077001600	6077005119	6095250801	6099002504	6115040302
6077001700	6077005122	6095250900	6099002602	6115040400
6077001800	6077005123	6095251802	6099002604	6001400900
6077001900	6077005126	6095251901	6099002605	6001401300
6077002000	6077005127	6097153200	6099002701	6001402600
6077002100	6077005129	6099000202	6099002702	6001402800
6077002201	6077005130	6099000301	6099002802	6001405901
6077002202	6077005131	6099000302	6099002902	6001405902
6077002300	6077005132	6099000303	6099003002	6001406202
6077002401	6077005133	6099000304	6099003100	6001407500
6077002402	6077005135	6099000404	6099003201	6001423200
6077002503	6077005202	6099000510	6099003202	6001428700
6077002504	6077005206	6099000601	6099003300	6007002800
6077002701	6077005302	6099000602	6099003400	6013306002
6077002702	6077005305	6099000801	6099003603	6013306003
6077002800	6081602100	6099000803	6099003700	6013307102
6077003110	6081602300	6099000805	6099003802	6013314102
6077003113	6081604200	6099000807	6099003803	6013314200
6077003305	6081610201	6099000909	6099003804	6013327000
6077003308	6081611900	6099001002	6099003805	6013336201
6077003312	6081612000	6099001100	6099003904	6013369001
6077003313	6085500100	6099001200	6099003908	6019005304
6077003403	6085501102	6099001300	6099004000	6019005602
6077003405	6085501401	6099001400	6101050302	6019007902
6077003406	6085501501	6099001500	6107000201	6021010400
6077003407	6085501600	6099001601	6107000202	6029000102
6077003409	6085503105	6099001603	6107000301	6029001101

6029001103	6047000202	6067006600	6077004001	6095251000
6029003122	6047000603	6067006701	6077004203	6095251600
6029004401	6047001402	6067006800	6077004501	6095251803
6029006301	6053001300	6067007424	6077005113	6095251902
6029006303	6053001700	6067008908	6081602200	6095252402
6031000100	6053001801	6067008910	6081604101	6095253500
6031000405	6053014601	6067009110	6081610202	6099000203
6031001200	6067003202	6075017802	6081610500	6101050101
6033000801	6067003600	6075023001	6083002502	6101050201
6039000300	6067004904	6075023003	6085501502	6101050202
6039000507	6067004905	6075061000	6085503112	6103001100
6039000508	6067005505	6077001102	6085503712	6107000701
6039000604	6067006500	6077003311	6085512604	6107000800