



Oakland Clean Energy Initiative

Request for Offers

Solicitation Protocol

April 13, 2018

Table of Contents

I. Introduction and Overview	5
I.A. Overview	5
I.B. OCEI RFO Website and Communication.....	6
I.C. Schedule Overview.....	7
II. RFO Goals.....	10
II.A. Oakland Area Resource Needs	10
II.B. Resource Types to be Procured by PG&E Only	11
II.C. Resource Types to be Procured by PG&E and/or EBCE.....	13
III. Eligibility Requirements	15
III.A. General Offer Eligibility	15
IV. Credit	16
V. Terms for RFO Participation	16
V.A. Agreement by Participant.....	16
V.B. Reservation of Rights.....	18
V.C. Safety	19
V.D. Shortlist Offer Deposit for Utility-Owned Storage Offers.....	20
VI. Offer Submittal Process	22
VI.A. Submittal Process Overview	22
VI.B. Need for Complete Offer Packages	23
VI.C. Number of Offers and Variations Allowed Per Participant.....	23
VI.D. Required Information	23
VII. Pricing	27
VIII. Evaluation of Offers.....	27
VIII.A. PG&E’s Evaluation of Offers Submitted for PG&E Products or Projects	27
VIII.B. EBCE’s Evaluation of Offers Submitted for EBCE Products	29
IX. Confidentiality for Offers to PG&E.....	30
IX. Confidentiality for Offers to EBCE.....	31
X. Cost Allocation Mechanism (CAM) Review Group Review	32
XI. PG&E’s and EBCE’s Shortlist Notification to Participants.....	32
XII. PG&E’s Execution of Agreement	32

XII. EBCE’s Execution of Agreement..... 33

XIII. CPUC Approval of Agreements with PG&E..... 33

XIV. PG&E and CAISO Coordination..... 33

XVI. Board Approval of Agreements with EBCE..... 33

XVII. PG&E’s Waiver of Claims and Limitations of Remedies 33

XVII. EBCE’s Waiver of Claims and Limitations of Remedies 34

Attachment 1: Eligibility Requirements and Term Sheets for Market Participating Resources37

Attachment 2: Eligibility Requirements and Term Sheet for Energy Efficiency Resources 39

Attachment 3: Eligibility Requirements and Term Sheets for Utility-Ownership Energy Storage Resources..... 42

APPENDICES

Appendix A	Offer Form
Appendix B1	Supplemental RFO Documents Required for Participation - Market Participating Resources
Appendix B2	Supplemental RFO Documents Required for Participation - Energy Efficiency Resources
Appendix B3	Supplemental RFO Documents Required for Participation - Utility Owned Storage Resources
Appendix C	FERC 717 Waiver
Appendix D1	PG&E's Confidentiality Agreement
Appendix D2	EBCE's Confidentiality Agreement
Appendix E	Sample Energy Efficiency General Conditions
Appendix F1	Term Sheet for PG&E OCEI Market Resources Agreement
Appendix F2	Term Sheet for PG&E OCEI Energy Efficiency Agreement
Appendix F3	Term Sheet for PG&E OCEI EPC Agreement
Appendix F4	Term Sheet for EBCE OCEI Market Resources Agreement
Appendix G1	PG&E Letter of Credit
Appendix G2	Request for Taxpayer ID (W-9) Form

I. Introduction and Overview

I.A. Overview

Pacific Gas and Electric Company (“PG&E”) issues the Oakland Clean Energy Initiative (“OCEI”) Request For Offers (“RFO” or “Solicitation”) on behalf of itself and East Bay Community Energy (“EBCE”), to develop an innovative solution to meet Oakland’s transmission reliability needs (“OCEI Need”) through the deployment of preferred energy resources within the local community.

As part of the California Independent System Operator’s (“CAISO”) 2017-2018 transmission planning process, PG&E proposed a combination of substation upgrades and preferred resources to address the OCEI Need absent local fossil-fired generation. The OCEI RFO focuses on the development of such preferred resources to mitigate contingency overloads in the local sub-area.

As part of this Solicitation, PG&E is collaborating with EBCE, a joint powers authority formed on December 1, 2016, pursuant to California Government Code §§ 6500 et. seq. by the County of Alameda, and each of the following cities incorporated therein: Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Oakland, Piedmont, San Leandro, and Union City. On November 8, 2017, the CPUC certified EBCE’s community choice aggregator “CCA” Implementation Plan. Throughout 2018 EBCE will begin serving the retail electricity needs of customers in Alameda County, which includes the geographic area where OCEI resources would be developed.

For certain resources, EBCE is interested in contracting for the market products of Resource Adequacy (“RA”), energy, and Renewable Energy Credits (“RECs”), while PG&E will be contracting only to meet the OCEI Need. Participants will be expected to execute separate, independent contracts with PG&E and EBCE, respectively for the respective products.

PG&E and EBCE request that interested parties that meet the criteria set forth in this document (the “Solicitation Protocol”) submit, in accordance with the directions in this Solicitation Protocol, one or more offers (each an “Offer”) to sell to PG&E and/or EBCE products, services or resources from the resource types sets forth below:

Utility-Owned Energy Storage: PG&E is seeking to procure a minimum of 10 MW /40 MWh and a maximum of 20 MW / 120 MWh of utility-owned energy storage, which will be a dedicated transmission resource and will not participate in the CAISO market.

Energy Efficiency: PG&E is seeking to procure energy efficiency that is incremental to existing programs and CAISO’s forecast for the local sub-area. This includes energy efficiency in the traditionally hard to reach market sectors of commercial large offices and residential programs that serve low and/or middle income customers, as well as innovative new offerings in other market sectors.

Market-participating resources: PG&E and EBCE are each separately seeking to procure resources that participate in the CAISO market. Eligible resource types include: (i) in-front-of-the-meter renewable generation, (ii) in-front-of-the-meter energy storage, and (iii) behind-the-meter energy storage. EBCE is seeking to procure the energy, RA and RECs associated with these resources, while PG&E is seeking to procure these resources for the OCEI Need. PG&E will not be procuring energy, RA, or RECS in this Solicitation.

An entity submitting an Offer in response to this RFO, hereinafter a “Participant,” agrees to be bound by all the terms, conditions and other provisions of this RFO as contained in this Solicitation Protocol and any changes or supplements to it that may be issued by PG&E and/or EBCE, respectively. The obligations of the Participant are further described in Section VII.A, Agreement by Participant. PG&E is not EBCE’s agent or representative in this RFO, but is instead simply facilitating a portion of this RFO on behalf of EBCE.

I.B. OCEI RFO Website and Communication

PG&E has established a website at www.pge.com/rfo/ocej, where Participants may access and download all RFO documents, announcements and Q&As that are posted.

To ensure the accuracy and consistency of information provided to all Participants, PG&E prefers that Participants communicate by e-mail to both OCEI_RFO@pge.com, and to the Independent Evaluator (“IE”), Jonathan.Jacobs@PAConsulting.com. With respect to a matter of general interest raised by any Participant, PG&E may, without reference to the inquiring Participant, post the question and PG&E’s response on PG&E’s website. PG&E will attempt to respond to all inquiries, but may decline to respond to any particular inquiry.

For EBCE-specific questions only, Participants may communicate with EBCE by e-mail to OCEI_RFO@ebce.org. All questions to EBCE must be submitted by email. No questions will be answered by EBCE over the telephone or in person. EBCE may provide a written response to questions submitted to it that are of general interest by posting the question and EBCE’s response on EBCE’s website at www.ebce.org/ocej. EBCE reserves the right to combine similar questions, rephrase questions, or decline to answer questions, at its sole discretion. Except for the Participant’s Conference/Webinar, Participants may not have any contact regarding this procurement with any EBCE official or staff from the time of issuance of this Solicitation until Offers are due, other than through the process for submitting questions by email. Any contact in violation of this provision will be grounds for disqualification.

All correspondence sent to PG&E will be monitored by the IE, Jonathan Jacobs of PA Consulting, who was selected to oversee PG&E’s portion of this Solicitation. The IE is an independent, third-party evaluator who is required by the CPUC to monitor and evaluate certain competitive solicitations.

PG&E will administer and manage the submittal process for all Offers, including Offers to EBCE. PG&E and EBCE will independently review and evaluate Offers, determine shortlists, and pursue execution of Agreement(s).

I.C. Schedule Overview

The expected schedule for the RFO is listed below.

- 1) **Ongoing: Online Registration:** Participants should register at the RFO website <http://www.pge.com/rfo> to receive timely announcements and updates about this RFO and other RFO-related information via email. Online registration is not required, but is strongly recommended.
- 2) **April 13, 2018: Issuance of the Solicitation:** All documents associated with the Solicitation, including documents which Participants will need to prepare their Offer, are posted to PG&E's public website under "Oakland Clean Energy Initiative RFO." A link to PG&E's RFO website is also provided on EBCE's public website at www.ebce.org/ocei
- 3) **April 30, 2018: Deadline to confirm site visit attendance:** RSVP for site visit at Oakland C and Oakland L Substations for Participants submitting Utility-Ownership Offers by 12PM (PPT) by Emailing OCEI_RFO@pge.com with names and emails of attendees– Limit of 2 employees per vendor/company.
- 4) **April 27, 2018: Access to utility-owned storage data:** PG&E will provide additional data regarding the utility-owned storage specifications for those Participants who submit to PG&E via Power Advocate an executed Confidentiality Agreement (Appendix D1). Participants are encouraged to submit the executed PG&E Confidentiality Agreement by April 27, 2018 by 5:00 P.M. PPT.
- 5) **May 3, 2018: Site visit to Oakland C and Oakland L Substations:** Details provided on the Solicitation website.
- 6) **May 7, 2018: Deadline to RSVP:** RSVP for PG&E/EBCE-hosted Participants' Conference/Webinar (if attending in-person) by Noon (PPT) – Email OCEI_RFO@pge.com with company, full name, and email addresses of attendees.
- 7) **May 9, 2018: Participants' Conference/Webinar:** PG&E and EBCE will hold a Participants' Conference/Webinar on Wednesday, May 9th, 2018 from 1-3 PM (PPT) at Oakland City Hall, Hearing Room 1, 1 Frank H. Ogawa Plaza, Oakland, CA 94612. PG&E will provide an overview of the RFO and the requirements related to Offers specific to PG&E. EBCE will provide an overview of the requirements related to Offers specific to EBCE. Call-in information and an attendance registration form will be provided on the Solicitation website.

- 8) **June 15, 2018: Offers Due:** Offers for all products (including Offers to EBCE) must be received by PG&E by 1:00 P.M. PPT on June 15, 2018. Participant Offer package(s) must be submitted through the online platform, Power Advocate. Offer package(s) must include the documents described in Section VI.D, Required Information. As described in section VI.B, each Participant's Offer must be complete at the time of submission. PG&E and EBCE encourage Participants to begin developing their Offer packages early and to send questions regarding the preparation of their Offer(s) to OCEI_RFO@pge.com, or for EBCE-specific questions, to OCEI_RFO@ebce.org. PG&E is responsible for collecting all information associated with Offers to both PG&E and EBCE. For Offers to EBCE for market products, PG&E will review all Offers for accuracy and completeness only before distributing such Offers to EBCE for EBCE's review and evaluation.

By submitting an Offer, Participant agrees to be bound by the applicable terms of Section IX of this Protocol, "Confidentiality for Offers to PG&E" or "Confidentiality for Offers to EBCE."

As necessary, PG&E or EBCE may request a meeting or conference call to discuss a Participant's Offer. The purpose would be to provide PG&E or EBCE with a full understanding of the details of an Offer for the evaluation process. For PG&E discussions, the IE will be invited to participate.

Participant will be responsible for all costs and expenses to prepare, submit, negotiate, contract, or participate in this RFO process.

- 9) **September 14, 2018:**

PG&E Selects Shortlist: PG&E expects to notify Participants selected for PG&E's Shortlist by September 14, 2018. For utility-owned storage Offers, Participants accepting a Shortlist position must post a Shortlist Offer Deposit as described in Section V.D, Shortlist Offer Deposit. PG&E reserves the right to request additional information and to add additional Participants to the Shortlist following the initial selection.

EBCE Selects Shortlist: EBCE expects to notify Participants selected for EBCE's Shortlist by September 14, 2018. EBCE reserves the right to request additional information and to add additional Participants to the Shortlist following the initial selection.

- 10) **September 21, 2018: Deadline for Participants to accept PG&E's and EBCE's Shortlists:** Participants selected for PG&E's and EBCE's Shortlists must notify the respective party by 5:00 PM PPT on September 21, 2018 of whether they accept their Shortlist status and, as applicable, acknowledge acceptance of PG&E's Confidentiality Agreement and/or execute EBCE's Confidentiality Agreement.

11) **September 28, 2018:** Deadline to submit PG&E Shortlist deposit: Participants accepting PG&E's Shortlist for Utility Ownership Offers must submit their Shortlist deposits by 5:00 PM PPT on September 28, 2018.

12) **Q4 2018:**

PG&E and Participants Execute Agreements: PG&E expects to negotiate with Participants on PG&E's Shortlist and may select any subset of Shortlisted Offers for execution of an Agreement.

EBCE and Participants Execute Agreements: EBCE expects to negotiate with Participants on EBCE's Shortlist and may select any subset of Shortlisted Offers for execution of an Agreement.

13) **March 2019:**

PG&E Submits Applicable Agreements for CPUC Approval: PG&E will seek CPUC Approval of all applicable Agreements, as further described in Section XIII, CPUC Approval.

EBCE Submits proposed Agreements for Board Approval: EBCE will seek EBCE Board Approval of each Agreement prior to execution, as further described in Section XVI, EBCE Board Approval.

PG&E or EBCE may change their respective schedules and documents associated with the RFO and related Offers in their respective sole discretion, at any time and for any reason. PG&E and EBCE will endeavor to notify Participants of any changes to their respective portion of the RFO, but shall not be liable for any costs or liability incurred by Participants or any other party due to a change or for failing to provide notice or acceptable notice of any change.

PG&E reserves the right to execute agreements resulting from this RFO (each an "Agreement") with any individual Participant at any time after selecting the PG&E Shortlist.

EBCE reserves the right to execute agreements resulting from this RFO (each an "Agreement") with any individual Participant at any time after selecting the EBCE Shortlist.

PG&E's obligations under an Agreement with energy efficiency and market participating resources will be conditioned upon PG&E's receipt of CPUC Approval within a stated period of time, as described further in Section XIII, CPUC Approval of Agreements with PG&E. PG&E will seek CPUC Approval of all such executed Agreements. PG&E reserves the right to seek CPUC Approval of certain Agreements prior to execution of others. The CPUC's approval process may take six (6) months or longer from the date PG&E submits such Agreements for CPUC Approval. Participants should factor the CPUC's approval process into their project development timelines and proposals.

EBCE will be required to obtain approval of the EBCE Board of Directors prior to execution of any negotiated Agreement for market participating resources. Upon conclusion of negotiations, EBCE will recommend candidate Agreement(s) for approval at a meeting of the Board of Directors

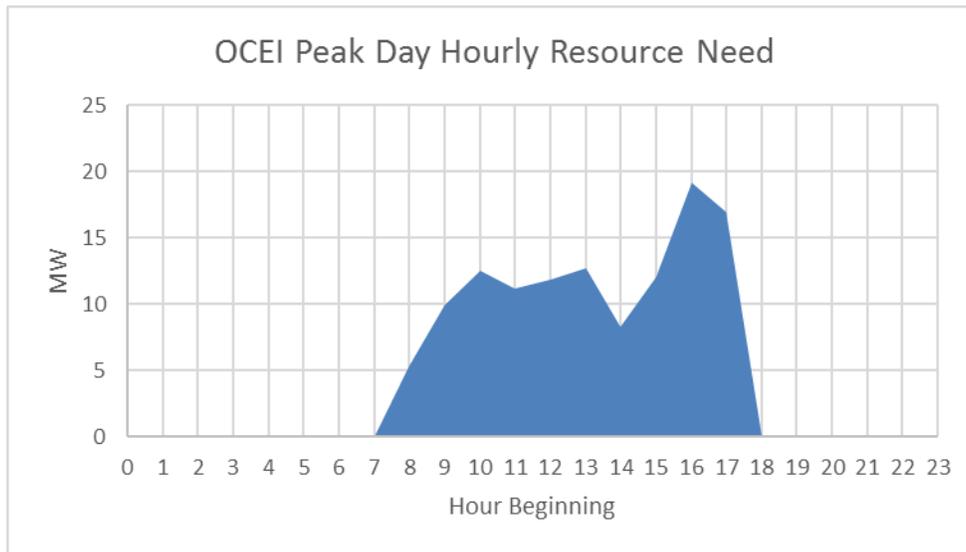
II. RFO Goals

II.A. Oakland Area Resource Needs

The proposed location for this initiative is the Oakland C, Oakland L, Maritime Port of Oakland, and Schnitzer Steel substation pocket (“Local Area”), which is located within PG&E’s Oakland distribution planning area. This substation pocket was selected due to the increasing potential for contingency overloads in the area.

To mitigate the potential contingency overloads in the Local Area, PG&E seeks resources that reduce electrical consumption or increase generation between 8:00 am PPT and 6:00 pm PPT.

Figure 1: OCEI Peak Day Hourly Resource Need



Hour Beginning	8	9	10	11	12	13	14	15	16	17
Peak Day Resource Need (MW)	5.3	9.9	12.5	11.2	11.9	12.8	8.3	12.0	19.2	16.9

All projects must meet the specifications noted in Section III, Eligibility Requirements.

II.B. Resource Types to be Procured by PG&E Only

Utility-Owned Energy Storage

PG&E seeks to procure a minimum of 10 MW / 40 MWh and a maximum of 20 MW / 120 MWh of utility-owned energy storage that would act as a dedicated transmission asset. PG&E will consider Offers for utility-owned storage under an Engineering, Procurement, and Construction (EPC) Agreement, as explained in more detail in Attachment 3.

PG&E will consider Offers for EPC services to be provided at PG&E identified project sites on PG&E-owned land. Broadly speaking, PG&E will provide access to land, will take responsibility for electrical interconnection and will lead certain permitting activities. Participants will design, procure and cause the project to be constructed, completed, tested and ready for placement into commercial operation.

Project site specific information including a division of responsibility scope delineation document will be provided for each project PG&E proposes under the EPC model. Detailed commercial terms and technical specifications are provided in the EPC term sheet (Appendix F3).

In addition to the EPC Agreement, PG&E and the Participant would enter into a standalone Long-Term Performance and Maintenance Agreement (LTPMA) covering ongoing energy storage system maintenance, remote monitoring, reactive maintenance support and long-term performance guarantees among other ongoing tasks necessary for the successful operations of the project. PG&E's pro-forma LTPMA will be provided via Power Advocate as part of the Supplementary Materials described below.

Supplementary Materials Provided to Participants:

PG&E will provide the technical specifications, preliminary project drawings, term sheets, a detailed site survey and a geotechnical report to Participants in addition to other supplemental information via Power Advocate after Participants sign the Confidentiality Agreement. Scope delineation between PG&E and the Participant would be per the Division of Responsibility (DOR) matrix provided via the Power Advocate platform.

Energy Efficiency

PG&E seeks Offers for energy efficiency in the traditionally hard to reach market sectors of commercial large offices and residential programs that serve low and/or middle income customers. PG&E will also consider Offers for innovative new offerings in other market sectors.

PG&E will consider all Offers for energy efficiency under an Oakland Clean Energy Initiative Energy Efficiency Agreement. See Appendix F2 for further details.

Customer Acquisition Support: PG&E recognizes the integral role that customer acquisition plays in the success of energy efficiency programs and projects. To improve the chances of program success and overall effectiveness, PG&E is offering customer acquisition support to Participants who see a benefit in such services and would like to incorporate the use of these services into their program design. Services under all support options will not begin until execution of an Agreement. PG&E will offer to Participants that enter into an Agreement with PG&E the following customer support options:

Co-Branding: Use of PG&E logo and branding in collaboration to enhance marketing efforts at a level of coordination further described below. All co-branding materials must meet PG&E's co-branding guidelines and be reviewed and approved by PG&E prior to communication. Co-branding of programs is not guaranteed and is ultimately decided on a case-by-case basis

1. Participant Only - Only the Participant's logo is present. The PG&E name is limited to factual statements of use only.
2. Participant / PG&E - Two corporate logos are present but the Participant is clearly leading and that party's logo is larger and more dominant. PG&E's logo is secondary and limited in size and placement per the details discussed later. Often times a short phrase is used to define the role that these brands play. Visual identity is that of the Participant.
3. PG&E/ Participant - Two corporate logos are present but PG&E is clearly leading and is larger and more dominant. The Participant's logo is secondary and limited in size and placement per the details discussed later. Often times a short phrase is used to define the role that these brands play. Visual identity is that of PG&E.
4. PG&E Only (licensed) - Only the PG&E logo is present.

Marketing and Outreach Support: PG&E marketing and customer relationship specialists are made available to support and coordinate with Participants in program implementation follow execution and CPUC approval of an Agreement with PG&E. The following list outlines potential tactics and channels which Participants could incorporate PG&E expertise into their overall execution plan. Participants will need to provide a description of the marketing plan and further detail around the scope of activities the Participant would like PG&E to provide in connection with their contractual relationship.

1. Awareness and understanding
 - a. Web
 - b. Digital media
 - c. Social media
 - d. Events/webinars
 - e. Sponsorships
2. Customer acquisition

- a. Email/Direct mail
- b. SMS
- c. Digital media
- d. Telemarketing
- e. Door to door
3. Customer retention
 - a. Email/Direct mail
 - b. Social media
4. Public relations
5. Customer targeting services
6. Customer research

Data Access: Any access to customer data sets for the project area subject to PG&E's rules regarding customer data privacy and security. All access to customer data requires the Participant which has entered into a CPUC approved Agreement with PG&E to successfully pass a Third-Party Data Security Review prior to the release of any data to the Participant. Examples of data fields include:

- program-eligible customer List
- service point address
- service point rate schedule
- service point hourly loads of previous 12 months (or summary)

The use of PG&E customer support services is not a requirement for an Offer. Participants selecting any of the customer support options described above are required to submit two Offers; one Offer incorporating the PG&E support services, and a second Offer without any of the customer support options selected.

II.C. Resource Types to be Procured by PG&E and/or EBCE

Market-Participating Resources

PG&E Offers

PG&E is seeking Offers for market-participating resources to meet the OCEI Need under an Oakland Clean Energy Initiative Market Resources Agreement. In order to meet the OCEI Need, Participants must commit that their market participating resources operate at minimum levels on a frequent basis, and demonstrate they can operate at their full capacity at least once per month. See Appendix F1 for more details.

EBCE Offers

Separately, EBCE is seeking Offers for market participating resources for market products as follows under an EBCE Renewable PPA/Energy Storage RA Agreement:

Market Product	Renewable generation	Energy storage
Energy	Yes	No
RA	Yes (if fully deliverable)	Yes
REC	Yes	No

For renewable generation resources, Participants may offer EBCE energy-only Offers or fully-deliverable Offers. Energy-only Offers shall include an expected annual contract quantity of renewable energy, as well as a minimum and maximum annual quantity. A fully deliverable Offer shall include the quantities of energy described above, plus a separate commitment to an expected quantity of system RA, with a minimum and maximum range.

For energy storage resources, Participants may offer system, flexible, and local RA, with a minimum and maximum range. See Appendix F4 for more details.

Submitting an Offer

Depending on the resource type, Participants may submit Offers for market participating resources in the following ways: (i) PG&E only, (ii) EBCE only, or (iii) contingent on both PG&E and EBCE accepting the respective Offers. The table below illustrates the acceptable ways to submit an Offer.

Resource type	PG&E Only	EBCE Only	Contigent on Both Entities
Renewable generation	Yes	Yes	Yes
In-front-of-the-meter energy storage	Yes	Yes	Yes
Behind-the-meter energy storage	No	Yes	Yes

Regardless of how a Participant submits an Offer, the Participant will negotiate and execute separate Agreements independently with PG&E and EBCE.

III. Eligibility Requirements

Offers must meet the applicable general project specifications noted below. For resource specific Offer and project requirements, refer to Attachments 1 through 3.

For utility-ownership projects, in addition to the basic requirements in Attachment 3, additional detail will be available via Power Advocate after executing the RFO Confidentiality Agreement found at Appendix D1.

III.A. General Offer Eligibility

Eligibility requirements listed below are applicable to all Offers. For specific eligibility requirements for each resource type, please see Attachments 1 through 3 of this Solicitation Protocol.

1. Project Vintage
 - Projects must be new build or otherwise incremental to existing installations or program activity.
2. Project Online Date
 - Projects must be online or installed by February 1, 2022.
3. Interconnection
 - Projects must connect or be associated with load facilities that connect to one of the following substations. Projects that interconnect to electrical facilities associated with Maritime Port of Oakland substation must be in-front-of-the-meter and able to demonstrate that they are effective and deliverable at the Maritime Port of Oakland substation.
 - i. Oakland C
 - ii. Oakland L
 - iii. Maritime Port of Oakland
 - iv. Schnitzer Steel
 - There are no minimum interconnection study requirements for an Offer. However, PG&E will assess for Offers to PG&E whether projects are likely to meet the required online date. Participant should submit any applicable interconnection studies with their Offers. For project specific interconnection requirements please refer to Attachments 1 through 3.

IV. Credit

Pursuant to an Agreement with PG&E and/or EBCE, the Participant must post collateral to PG&E and/or EBCE to mitigate either PG&E and/or EBCE's risk in the event that the project is not constructed or placed into commercial operation, or the Participant is otherwise unable to meet the conditions of the individual Agreement. Each Agreement requires that the Participant post collateral with PG&E and/or EBCE prior to and following commercial operation of the facility in varying amounts and form. If providing a Letter of Credit, please review carefully the Letter of Credit requirements set forth in the applicable Agreement.

V. Terms for RFO Participation

V.A. Agreement by Participant

Each Participant submitting an Offer shall provide their electronic signature of a duly authorized officer of Participant in the Offer Form. By providing such signature the Participant (a) 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 either PG&E or EBCE respective to the Offers that each entity is seeking, and (b) makes the following representations and warranties to each of PG&E and EBCE unless otherwise indicated:

1. Participant has read, understands, and agrees to be bound by all terms, conditions and other provisions of the RFO.
2. Participant has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the RFO and all Appendices to the RFO.
3. For Offers to PG&E and unless otherwise specified in the Offer Form, Participant is not PG&E, an affiliate of PG&E, PG&E Corporation, or any of their affiliates.
4. For Offers to EBCE, Participant agrees that to its knowledge no EBCE Board member, officer, or employee of EBCE has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of Participant, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 of prohibition applicable to specified officer, Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) of the Government Code of the State of California.
5. Participant has obtained all necessary authorizations, approvals and waivers, if any, required of Participant to submit its Offer and, if Participant's Offer is selected to execute an Agreement with PG&E or EBCE in the corresponding form submitted with its Offer, or at the conclusion of negotiations.

6. Participant is submitting its Offer subject to all applicable laws including, but not limited to, the Federal Power Act and all amendments thereto, and Public Utilities Code section 454.5, and all amendments thereto.
7. Participant represents that it has carefully considered the terms and conditions of its Offer and that it is submitting its Offer in good faith, such that PG&E or EBCE may reasonably expect Participant to enter into a definitive Agreement, and to negotiate, if requested by PG&E or EBCE, as provided in Section XII, PG&E's Execution of Agreement, and Section XIII, EBCE's Execution of Agreement, below.
8. Participant has not engaged in and will not engage in communications with any other Participant in the RFO concerning any terms contained in Participant's Offer, unless explicitly authorized by PG&E or EBCE as applicable to Participant's Offer, and has not engaged in activities in violation of State or Federal antitrust laws or other unlawful or unfair business practices in connection with the RFO ("Prohibited Communication Activities"). Participant has not and will not engage in collusion with other Participants or other unlawful or unfair business practices in connection with this RFO.

Notwithstanding the foregoing, Participant may engage in communications with its advisors, counsel, experts or employees who have a need to know the content of the communications and have agreed to keep such information confidential (collectively, "advisors"). In addition, Participant may engage in communications with other Participants submitting an Offer in the RFO and their advisors ("Other Participants"), so long as: (1) such Other Participants are under common ownership and control with Participant; (2) Participant and Other Participants do not engage in Prohibited Communication Activities; and (3) in the event Participant and Other Participant share a common advisor, Participant has, prior to sharing communications with such Other Participant and the common advisor, provided PG&E and EBCE with (a) notice of such Other Participant and common advisor and (b) an attestation that Participant has not and will not engage in Prohibited Communication Activities with either the Other Participant or the common advisor.

9. Participant agrees to be bound by the applicable terms of Section IX of this Protocol, "Confidentiality for Offers to PG&E" or "Confidentiality for Offers to EBCE."
10. If Participant's Offer is selected for the PG&E Shortlist and Participant accepts the position on the PG&E Shortlist, then Participant acknowledges and agrees to the terms of the Confidentiality Agreement, to negotiate in good faith, and to inform PG&E if the project that is the subject of the Offer on the PG&E Shortlist has been submitted into another solicitation with PG&E or any other entity, other than with respect to Offers to EBCE in this Solicitation.

11. If Participant's Offer is selected for the EBCE Shortlist and Participant accepts the position on the EBCE Shortlist, then Participant agrees to execute a Confidentiality Agreement, to negotiate in good faith, and to inform EBCE if the project that is the subject of the Offer on the EBCE Shortlist has been submitted into another solicitation with EBCE or any other entity, other than with respect to Offers to PG&E in this Solicitation.
12. If a Participant is submitting an Offer jointly with other entities, and the Offer is selected for the PG&E Shortlist or EBCE Shortlist, PG&E or EBCE may require, as part of their separate shortlisting process and respective to the Offer, additional representations and warranties, along with additional documentation, from all entities involved in the joint Offer (see Section VI.D, Required Information, below).
13. Participant will promptly notify PG&E or EBCE of any change in circumstances that may affect its ability to fulfill the terms of its Offer to the respective entity, at any time from Offer submission to PG&E's execution or EBCE's execution of an applicable Agreement, or Participant's withdrawal of the Offer.
14. Participant will list any additional services its energy storage resource will provide outside of this solicitation, per CPUC D.18-01-003, on Multiple-Use Application Issues.

A BREACH BY ANY PARTICIPANT OF THE REPRESENTATIONS AND WARRANTIES IN SECTION V.A OF THIS SOLICITATION PROTOCOL, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO PG&E OR EBCE UNDER APPLICABLE LAW, IS 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.

V.B. Reservation of Rights

This RFO is an invitation to submit Offers to PG&E, EBCE or to both parties; it does not constitute an offer to buy and creates no obligation to execute any Agreement or to enter into a transaction under an Agreement as a consequence of the RFO. PG&E and EBCE each separately reserve the right to request information from a Participant at any time during the Solicitation PG&E and EBCE each separately reserve the right, in its sole discretion, to reject a respective Offer at any time for any reason, including the Offer does not conform to the terms and conditions of this RFO or contains terms that are not acceptable to PG&E or EBCE, respectively.

PG&E and EBCE each separately retain the discretion, in its sole judgment, at any time; (a) to formulate and implement new or additional criteria for the evaluation and selection of their respective Offers; (b) to negotiate with any Participant or withdraw PG&E's or EBCE's respective Shortlist selection; or (c) to modify their respective portions of this RFO as it deems appropriate

to implement their respective portions of the RFO and to comply with applicable law or other direction provided by the CPUC, as applicable.

In addition, PG&E and EBCE each separately reserve the right to either suspend or terminate their portion of the RFO at any time for any reason. PG&E and EBCE each separately 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 third party, including any Participant. Neither PG&E or EBCE will reimburse the Participant for its expense of participating in this RFO under any circumstances. EBCE also reserves the right to negotiate one or more Agreements on a bilateral basis outside the terms of this RFO and EBCE will separately communicate such status directly with Participant.

V.C. Safety

PG&E is committed to providing safe utility (electric and gas) service to its customers, and EBCE is committed to supporting safety in its procurement practices. PG&E and EBCE each separately require that the Participants recognize safety is of paramount importance. In connection with this Solicitation and executed Agreement, Participants offering both utility-ownership projects and market participating resources will be required to meet certain safety standards, provide safety information related to the technology for the project, and provide information regarding safety history, including for the entities that will construct, operate, or maintain the project(s). Per Appendix B, Participants are required to identify in their Offers known safety-related hazards and risks associated with their technology and Participant's ability to mitigate safety risks and comply with applicable safety-related codes and standards identified by the Participant.

A Participant's obligations with respect to safety may vary based on the particular Agreement and project and product type, as well as the commercial relationship of the entities involved in the transaction. Each of the Agreements contain specific requirements intended to ensure that the Participant and the entities that construct, operate, or maintain the project, as applicable, do so in a safe, reliable and efficient manner that protects the public health and safety of California residents, business, employees, and the community. Participants will be responsible for any fees and costs associated with meeting PG&E's and EBCE's safety requirements in the Solicitation and the Agreement. Prior to a Participant submitting an Offer, PG&E recommends that Participants review the safety provisions in the form of Agreement with PG&E and PG&E's Contractor Safety Program Requirements.

Participants submitting Offers for utility-ownership projects that are selected for the PG&E Shortlist will be required to (1) register for and maintain the acceptable pre-qualification criteria during the negotiation process of the Agreement which are similar or in accordance with Section 3 of PG&E's Contractor Safety Program Requirements which can be found at: <http://www.pge.com/contractorsafety>, and (2) submit a preliminary project safety plan with respect to the project, as conditions for remaining on the PG&E Shortlist. The project safety

plan will describe applicable safety standards and planned safety programs and policies for design, construction, operation, maintenance of the project. PG&E will provide additional information to Participants selected for the PG&E Shortlist to complete these steps.

Utility-ownership projects selected by PG&E for execution of an Agreement may also need to provide an independent third party engineer report detailing the safety of the technology and verifying the safety history and practices of the Participant and the entities identified by Participant to construct and operate the project.

V.D. Shortlist Offer Deposit for Utility-Owned Storage Offers

If a Participant who submitted an Offer(s) for a utility-ownership project is notified that it is eligible for the PG&E Shortlist and accepts the PG&E Shortlist position, then that Participant must post a deposit (the "PG&E Shortlist Offer Deposit") in the amount of \$3 per kilowatt (kW) of Guaranteed Dmax for each Offer on the PG&E Shortlist before 5:00 P.M. PPT on the 10th business day after receiving such notice. Participant shall maintain the PG&E Shortlist Offer Deposit with PG&E until the termination of negotiation with PG&E or as otherwise provided pursuant to the terms of the executed Agreement.

Third-party owned projects that are selected to the PG&E Shortlist and/or the EBCE Shortlist are not required to post a deposit.

1. Purpose of PG&E Shortlist Offer Deposit

The PG&E Shortlist Offer Deposit is intended to secure the obligation of each Participant who submitted an Offer(s) for a utility-ownership project and accepted a position on the PG&E Shortlist with respect to this Solicitation Protocol and to negotiate a definitive Agreement, as expressly provided in Section XII, PG&E's Execution of Agreement, below.

2. Form of PG&E Shortlist Offer Deposit

The form of the PG&E Shortlist Offer Deposit may be either: (a) a cash deposit, or (b) a Letter of Credit. These two options are detailed below. NOTE: If the Participant fails to submit the PG&E Shortlist Offer Deposit within the required time period, the Participant's Offer may be rejected and removed from the PG&E Shortlist.

a) Cash Deposit

Cash may be deposited with PG&E to be held as collateral through a wire transfer, as instructed in the PG&E Shortlist Notification. PG&E will pay interest on each cash deposit, calculated on a monthly basis and compounded at the end of each calendar month, from the date on which the cash is fully deposited to the date on which the deposit is returned to the Participant. The applicable interest rate will be the rate per annum equal to the Monthly Federal Funds Rate (as reset on a

monthly basis, as of the first day of the month, based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519 or its successor publication (“Interest Rate”). The Interest Rate shall be calculated based on a three hundred sixty (360) day year and shall be payable upon the return of the cash deposit.

b) Letter of Credit

A Letter of Credit posted by a Participant as collateral must satisfy all of the requirements below.

“Letter of Credit” means an irrevocable, non-transferable, stand-by letter of credit in the form attached hereto as Appendix G1, (a) issued either by (i) a U.S. commercial bank or (ii) a U.S. branch of a foreign commercial bank that meets the following conditions: (A) it has sufficient assets in the U.S. as determined by PG&E, and (B) it is acceptable to PG&E in its sole discretion; and (b) for which the issuing U.S. bank or foreign bank, must have a Credit Rating of at least “A-” from S&P or “A3” from Moody’s, with a stable outlook designation. In the event the issuer is rated by both rating agencies and the ratings are not equivalent then the lower rating will apply. If the Letter of Credit is issued by a branch of a foreign bank, PG&E may require changes to the form Letter of Credit. All costs of the Letter of Credit shall be borne by Participant. The Letter of Credit should be sent by overnight delivery to:

**Pacific Gas and Electric Company
Attn: Manager, Credit Risk Management
77 Beale Street, Mail Code B28L
San Francisco, CA 94105**

3. Return of PG&E Shortlist Offer Deposit

The PG&E Shortlist Offer Deposit will be returned to Participant by PG&E under one or more of the following conditions:

- a) Upon execution of the Agreement and Participant’s submission of the collateral required under the Agreement;
- b) PG&E’s rejection of the Offer subsequent to the PG&E Shortlist selection; or
- c) In the course of negotiations, if PG&E and Participant cannot agree on the terms of the Offer and Agreement.

4. Forfeiture of PG&E Shortlist Offer Deposit

The Participant will forfeit the PG&E Shortlist Offer Deposit in its entirety due to: (i) any material misrepresentation in information submitted in Participant's Offer; (ii) Participant unilaterally withdrawing its Offer from the Solicitation; or (iii) a breach of this Solicitation Protocol. In the event that Participant forfeits the PG&E Shortlist Offer Deposit, PG&E will be entitled to draw upon the PG&E Shortlist Offer Deposit in its entirety as payment for direct and indirect damages incurred in connection with the Participant's misrepresentation or breach of this Solicitation Protocol.

5. PG&E Shortlist Offer Deposit as Security

PG&E may retain any cash deposit or draw on any Letter of Credit provided as a PG&E Shortlist Offer Deposit as security under an executed Agreement in the event that Participant fails to provide additional security and/or agrees to PG&E's retention of the PG&E Shortlist Offer Deposit as collateral in accordance with the terms of the executed Agreement, if applicable.

VI. Offer Submittal Process

VI.A. Submittal Process Overview

All Offers must be received by June 15, 2018 at 1:00 P.M. (PPT), as specified in Section I.C, OCEI Solicitation Schedule.

Offer packages for utility-ownership projects must be independent and submitted separately from any third-party Offer packages and materials via Power Advocate.

Submitting Documents: All Offers for this RFO *must* be submitted electronically through Power Advocate. Prior to submitting an Offer, Participants must register with Power Advocate. There will be separate Power Advocate sites for third-party owned and utility-owned offer submittals. Please ensure Offers are submitted to the applicable site. PG&E and EBCE strongly encourage Participants to register with Power Advocate well before Offers are due. PG&E will post detailed instructions on the OCEI RFO website for submitting Offer(s) and using the online platform. Power Advocate registrants should be listed under the entity submitting the Offer, not its consultants.

Power Advocate Links:

- 3rd party-owned: <https://www.poweradvocate.com/pR.do?okey=78749&pubEvent=true> (Event 78749: OCEI RFO – Third Party Owned Resources)
- Utility-owned: <https://www.poweradvocate.com/pR.do?okey=78750&pubEvent=true> (Event 78750: OCEI RFO – Utility Owned Resources)

Power Advocate functions in most browsers; however it may not work as well in browsers older than Internet Explorer version 8.

Each Offer should be uploaded as a “Commercial” and “Administrative” document type in Power Advocate. If submitting more than one Offer, each Offer should be in separate zip files. Please make sure that file names for your submittals do **not** contain any special characters such as *&#, and please keep file names short, but do include short references to Participant’s name (such as an acronym) and the appendix (e.g., App B).

Electronic Document Formats: Electronic documents must be submitted as Microsoft Word, Microsoft Excel, or pdf files, as identified in Section VI.D, Required Information. However, maps or drawings may be in alternate formats (e.g., jpg, kmz) as appropriate. Each Appendix must be a separate folder or document, not one long document. To the extent possible, pdf files should be provided in a searchable format. The Participant should not provide documents in other electronic formats, unless specifically requested.

VI.B. Need for Complete Offer Packages

Each Participant’s Offer must be complete at the time of submission. Participant’s failure to provide all required information may prevent PG&E and/or EBCE from being able to evaluate and rank the Offer, which means that the Offer may not be considered for the PG&E and/or EBCE Shortlist.

VI.C. Number of Offers and Variations Allowed Per Participant

There are no limits to the number of Offers Participants may submit.

VI.D. Required Information

Offers must contain all required information and must be organized in accordance with these instructions.

Participants must complete the following documents: (1) the initial Offer package (see Section VI.D.1, Offer Package, below); and (2) the post-Shortlist package, if PG&E or EBCE selects the Participant’s Offer for the PG&E and/or EBCE Shortlist (see Section VI.D.2, Post-Shortlist Documents, below). Offer packages need to be complete and consistent among all forms.

Note on Joint Offers: If a Participant is submitting a joint Offer with another Participant, each Participant will need to be registered as a separate Participant in Power Advocate from any other entity submitting an Offer and PG&E may require additional documentation or conditions with respect to Offers submitted to PG&E, such as retaining separate legal counsel, restricting the sharing of certain information, or requiring all parties to the joint Offer to execute a

modified Confidentiality Agreement and agree to, and execute, modified terms for RFO participation, similar to those set forth in Section V.A, Agreement by Participant.

1. Offer Package

Provide an **Introductory Letter** that describes the project and all Offers submitted for such project including identification of the differences between Offers, such as different delivery hours, sizes and technologies. In addition, complete all of the Appendices listed in Table VI.1, below.

A separate Offer Form is required for each variation of a project, but an entirely new Offer package is not required; there is no need to submit unchanged, duplicate Appendices if the information is the same; but please provide a short note indicating which sections are duplicative over multiple Offers and which sections are different.

For utility-ownership projects, any operational limitations on the energy storage resource due to technology constraints or other factors must be specifically identified in the Offer Form (Appendix A) and the Project Description (Appendix B), and must be substantiated in terms of operational criteria, technical limitations, permit requirements, or environmental regulations.

Table VI.1: OCEI RFO Offer Package

Appendix	Title	Description	Format
	Introductory Letter	Describe the project and Offer information. A sample introductory letter outline is provided.	MS Word
A	Offer Form	Provide the requested information.	MS Excel
B1	Supplemental RFO Documents Required for Participation - Market Participating Resources	Provide the requested information	MS Word
B2	Supplemental RFO Documents Required for Participation – Energy Efficiency Resources	Provide the requested information.	MS Word
B3	Supplemental RFO Documents Required for Participation – Utility Owned Storage Resources	Provide the requested information.	MS Word
C	FERC 717 Waiver	Authorizes the disclosure of Participant’s transmission-related information to PG&E’s	MS Word

Appendix	Title	Description	Format
		marketing or merchant business unit (“PG&E Merchant”).	

2. Post-Shortlist Documents for the PG&E Shortlist

If the Participant is notified that it is eligible for and accepts its PG&E Shortlist position, then the Participant must complete the Appendices listed in Table VI.2, below. In addition, Participant who submitted an Offer(s) for utility-ownership projects will need to provide a **PG&E Shortlist Offer Deposit** as described in Section V.D, PG&E Shortlist Offer Deposit, above, per date specified in Section I.C. Any delay in providing the Appendices below will impact the Participant’s PG&E Shortlist position.

Table VI.2: OCEI RFO - Post-Shortlist Appendices for the PG&E Shortlist

Appendix	Title	Description	Format
D1	Confidentiality Agreement	Participants must acknowledge acceptance of the Confidentiality Agreement when accepting a position on the PG&E Shortlist.	PDF
F1 – F4	Redline of Agreement or Term Sheet	See description of various forms of Agreements in Attachment 1 through 3, under Representative Agreement Type.	MS Word
G1	Letter of Credit (if applicable)	Provide the requested Letter of Credit information, if using a Letter of Credit for the PG&E Shortlist Offer Deposit (see Section V.D, PG&E Shortlist Offer Deposit, for more information on the two accepted forms for the PG&E Shortlist Offer Deposit).	MS Word
G2	Request for Taxpayer ID (W-9) Form (if applicable)	Provide the requested information if posting a cash deposit.	PDF
H1	Preliminary Site Safety Plan (Utility-Ownership Projects only)	Provide a preliminary Project or Site Safety Plan for all projects, as detailed in the relevant Agreement.	MS Word

3. Post-Shortlist Documents for the EBCE Shortlist

If the Participant is notified that it is eligible for and accepts its EBCE Shortlist position, then the Participant must complete the Appendices listed in Table VI.3, below. Any delay in providing the Appendices below will impact the Participant’s EBCE Shortlist position.

Table VI.3: OCEI RFO - Post-Shortlist Appendices for the EBCE Shortlist

Appendix	Title	Description	Format
D2	EBCE Confidentiality Agreement	Participants must execute EBCE’s Confidentiality Agreement when accepting a position on the EBCE Shortlist.	PDF
F4	Redline of EBCE Term Sheet	See description of various forms of Agreements in Attachment 1, under Representative Agreement Type.	MS Word

VII. Pricing

Participants are required to provide a complete Offer package, and include pricing in their Offer Form depending on the Agreement and/or product, as described below.

1. PG&E OCEI Market Resources Agreement: price in \$/month
2. PG&E OCEI Energy Efficiency Agreement: energy savings price in \$/kWh. This price should be based on a single annual payment for 10 years worth of energy reduction.¹
3. PG&E Utility-Ownership: Purchase Price in \$ and operations and maintenance (“O&M”) Costs in \$/year
4. EBCE OCEI Agreement:
 - a. RPS Energy only or Fully Deliverable RPS Energy: price in \$/MWh
 - b. Resource Adequacy Only: price in \$/kW-mo

VIII. Evaluation of Offers

VIII.A. PG&E’s Evaluation of Offers Submitted for PG&E Products or Projects

PG&E’s Evaluation will apply “least-cost, best-fit” principles, using quantitative and qualitative criteria to evaluate the submitted Offers to PG&E.² PG&E will consider each offer in terms of how it may meet the OCEI Need as part of a portfolio.

PG&E will construct different portfolios of Offers that meet the OCEI Need. Each portfolio of Offers will be evaluated using quantitative and qualitative criteria, which may include, but are not limited to:

Quantitative Attributes: The Total Cost of the Portfolio, which is the sum of the Fixed Costs of each Offer, including customer engagement support costs, if applicable

Qualitative Attributes:

- a) Project Viability (experience, technology viability, interconnection, site control, customer acquisition plan)
- b) Technology, Counterparty Concentration
- c) Safety

¹ If an offer provides 1 MWh for 10 years, the price should be based on a single payment for 10 years worth of energy reductions.

² Participants will be required to submit accurate figures, descriptions and calculations with their Offers.

Quantitative Attributes

PG&E will perform a quantitative evaluation of the portfolio of Offers based on the sum of the Fixed Costs of each complete Offer.

Fixed Cost for an Offer will be calculated as the sum of projected monthly fixed payments. For third-party owned Offers, monthly fixed payments (\$/month) will be provided by the counterparty in the Offer.

Fixed Cost for a utility-owned Offer will be collected by PG&E's Cost of Service Model to determine the revenue requirements (mainly depreciation, return, taxes and fixed O&M) based on initial capital costs and fixed O&M of the facility.

Each Offer will also be assigned an annual fixed overhead cost (independent of the size of the project) representing administrative costs, including customer engagement, scheduling and contract management (if applicable).

Qualitative Factors

a) Project Viability

Project viability means the likelihood that the project under an Offer can be successfully developed and then provides the product for the period stated in the Offer. This assessment is based on a review of the status and plans for key project activities (e.g., financing, site control, permitting, engineering, procurement, construction, interconnection, start-up and testing, operations, customer acquisition, etc.) as well as experience and technology evaluation.

b) Counterparty and Technology Concentration

PG&E may consider the volume of energy or capacity already under contract from a particular counterparty, as well as Offers submitted in this RFO.

c) Safety

PG&E may consider Participants' commitment to safety, based on the safety history and practices of the entities that will construct, operate, or maintain the project and safety information related to the technology for the project and project development.

Any or all qualitative factors may impact a project's status for the PG&E Shortlist or Agreement execution.

VIII.B. EBCE's Evaluation of Offers Submitted for EBCE Products

Through this RFO, EBCE seeks to purchase carbon-free energy and/or resource adequacy to meet a portion of its electric energy and resource adequacy needs in 2022 and subsequent years, for a term of at least 10 years. EBCE is seeking to purchase cost effective, carbon-free energy and capacity pursuant to its Implementation Plan and California's energy and environmental objectives. EBCE's goal is to purchase electricity and attributes from eligible carbon-free, PCC1 resources and/or resource adequacy through this RFO to:

- Support long-term low and stable operating costs;
- Increase the carbon-free energy content of its wholesale electricity portfolio; and
- Support local deployment of preferred resources

Once it is determined that an Offer has met the requirements of the RFO , it will be evaluated based on (i) how closely the proposed transaction meets EBCE's goals and requirements described above, (ii) the economics and potential risks of the transaction, and (iii) the reasonableness and credibility of the Offer with regard to project development and the proposed transaction.

EBCE will perform quantitative assessments of each Offer and subsequently rank them based on the costs and benefits to EBCE, and the certainty of such costs and benefits. EBCE will also evaluate each Offer qualitatively. All Offers will be evaluated based on factors that include, but are not limited to: offer term, technology, energy source, location, delivery point, timeline, environmental benefits, Participant's experience, public credit rating, financial stability, extent of off-balance sheet financing, product price and terms, delivery, service levels, use of local labor, use of Union labor, and other relevant criteria. Evaluations will be based on information provided during the RFO process, any oral interviews with the Participant, requests for additional information or clarification, information already known by EBCE or its advisors, and other publicly available information.

Local Workforce Development

EBCE is committed to creating quantifiable economic benefits for Alameda County by 1) utilizing a stable and skilled workforce, 2) contributing to local workforce development, 3) creating opportunities for disadvantaged workers, and 4) supporting union jobs in Alameda County.

Offers must describe how the Participant intends to utilize local workforce resource and labor, suppliers or other services specific to Alameda County, California during the construction and operational phases of the projects.

Local Prevailing Wage Jobs: EBCE also recognizes the local community benefit of ensuring that firms working on power projects in Alameda County provide living wages and benefits to their employees, as well as utilize fair business, employment, and training practices. These actions all have a positive impact on local communities. To ensure fair competition between firms, EBCE requires that all craft workers on energy projects from which EBCE will procure power be paid prevailing wages. Additionally, EBCE prefers projects for which Alameda County residents provide at least 50% of the work hours.

Stable and Skilled Workforce and Local Workforce Development: Shortages of skilled construction craft labor can have a critical impact on clean energy projects. As such, EBCE prefers renewable energy developers to employ contractors and subcontractors who participate in established, state-certified apprenticeship training programs. This has the two-fold benefit of promoting successful project delivery while contributing to the development of a qualified local workforce.

Opportunities for Disadvantaged Workers: To ensure access to clean energy jobs for disadvantaged workers, EBCE encourages partnerships with Cypress Mandela, Rising Sun Energy Center, West Oakland Job Resource Center, and other Alameda county based workforce development programs to identify potential apprentices.

Union Jobs: EBCE prefers project developers seeking to do business with EBCE to negotiate Project Labor Agreements with the Building & Construction Trades Council of Alameda County.

IX. Confidentiality for Offers to PG&E

Except with PG&E's prior written consent, no Participant shall disclose its participation in this Solicitation (other than by attendance at any meeting held by PG&E with respect to the Solicitation) or collaborate on, or discuss with any other Participant or potential Participant Offer strategies or the substance of any Offer(s), including, without limitation, the price or any other terms or conditions of any Offer(s).

Except as provided below, all information and documents clearly identified by Participant as "Confidential" on the page(s) on which confidential information appears shall be considered confidential information. PG&E shall not disclose such information and documents to any third parties except for PG&E's or PG&E Corporation's, officers, directors, 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 below. PG&E may use Confidential Information, consolidated with other market information and not specifically attributed to the Participant, to analyze or forecast market conditions or prices, for its own internal use or in the context of regulatory or other proceedings.

It is expressly contemplated that materials submitted by a Participant in connection with an Offer to PG&E in this RFO will be provided to the CPUC, its staff, the Independent Evaluator, and PG&E's Procurement Review Group ("PRG"). PG&E will seek confidential treatment

pursuant to D.08-04-023, General Order 66-C, and Public Utilities Code section 583, with respect to any Participant Confidential Information that are submitted by PG&E to the CPUC for the purpose of obtaining CPUC Approval. PG&E will also seek confidentiality and/or non-disclosure agreements with the PRG applicable to the Participant's Confidential Information. PG&E cannot, however, ensure that the CPUC will afford confidential treatment to a Participant's Confidential Information, or that those confidentiality agreements or orders will be obtained from and/or honored by the PRG or the CPUC.

With respect to any information or documents provided by the Participant to PG&E with respect to an Offer to PG&E, PG&E shall have the right to disclose to the CPUC, its staff, the Independent Evaluator, the PRG, CAISO, other control area operator or balancing authority and any other entity in order to comply with any applicable law, regulation, or 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 the Participant and without liability or any responsibility of PG&E to the Participant.

Once a Participant is selected for the PG&E Shortlist, the Participant must acknowledge the Confidentiality Agreement with PG&E in the form attached as Appendix D1 within five (5) business days of notification of their selection in order to continue to participate in the RFO. Depending upon Participant's submittal in response to Appendix B5, PG&E may require additional confidentiality agreements with collaborating entities.

IX. Confidentiality for Offers to EBCE

Except with EBCE's prior written consent, no Participant shall collaborate on, or discuss with any other Participant or potential Participant offer strategies or the substance of any Offer(s), including without limitation the price or any other terms or conditions of any Offer(s).

Participant acknowledges that EBCE is a public agency subject to the disclosure requirements of the California Public Records Act, Cal. Gov. Code § 6250 et seq. ("CPRA"). If portions of a Participant's Offer contain documents or information that Participant believes is proprietary and confidential information and Participant claims that such information falls within one or more CPRA exemptions, Participant must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" and identify the specific lines containing such information (the "Confidential Information") and the CPRA exemption applicable to such information. Offer information that is not exempt from disclosure under CPRA or other law may become public. DO NOT MARK YOUR ENTIRE OFFER "CONFIDENTIAL." Except for disclosures to EBCE's directors, officers, employees, agents, representatives or advisors (including financial advisors, attorneys and accountants), EBCE shall disclose such Confidential Information to third parties only to the extent that such disclosure is required by California law (including, without limitation, the California Constitution, the CPRA and the Brown Act) as set forth in this Section.

In the event of a third party request for EBCE to disclose such Confidential Information, EBCE will make reasonable efforts to provide notice to Participant prior to disclosure. If EBCE believes that such Confidential Information information may be subject to disclosure under California law and Participant contends that any Confidential Information is exempt from the CPRA and wishes to prevent disclosure, Participant must obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Alameda County, California, before EBCE's deadline for responding to the CPRA request. If Participant fails to obtain such remedy prior to EBCE's deadline for responding to the CPRA request, Participant agrees that EBCE may disclose the requested Confidential Information. Participant further agrees that EBCE will not have any liability to Participant arising out of any disclosure by EBCE of any Confidential Information before Participant has timely obtained an order, injunctive relief or other appropriate remedy to prevent EBCE from making the requested third party disclosure.

X. Cost Allocation Mechanism (CAM) Review Group Review

Following completion of the evaluation and ranking of Offers to PG&E for PG&E products or projects, PG&E will submit the results of the evaluation and its recommendations to its CAM Review Group. Such information will include at least the all-in cost ranking of the Offers submitted to PG&E for PG&E products, the consideration of non-price evaluation criteria, and PG&E's recommendations based on such information. PG&E has no obligation to obtain the concurrence of the CAM Review Group with respect to any Offer to PG&E.

PG&E assumes no responsibility for the actions of the CAM Review Group, 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 CPUC approval.

XI. PG&E's and EBCE's Shortlist Notification to Participants

PG&E and EBCE expect to be making separate decisions as to each Shortlist. However, PG&E and EBCE may confer as to which contingent Offers are likely to appear on each Shortlist. PG&E and EBCE expect to provide separate e-mail notifications to Participants whose Offers have been selected for the PG&E or EBCE Shortlist, and to invite each Participant on the PG&E or EBCE Shortlist to conduct discussions and negotiations with PG&E or EBCE separately regarding their respective Offers. PG&E and EBCE anticipate notifying those Participants whose Offers were not selected for the respective Shortlist shortly thereafter.

XII. PG&E's Execution of Agreement

By submitting an Offer to PG&E, Participant agrees, if its Offer to PG&E is selected for the PG&E Shortlist, that it is prepared to (1) enter into a definitive Agreement consistent with the term sheet or mark-up of the Agreement submitted, and (2) negotiate and execute a definitive Agreement consistent with the mark-up of the form of Agreement submitted with the Participant's Offer and containing such other terms and conditions as may be mutually

acceptable to PG&E and the Participant. PG&E's evaluation of a Participant's Offer and PG&E's shortlisting of Participant's Offer will not constitute an agreement by PG&E to any of the Participant's modifications made to the form of Agreement submitted.

XII. EBCE's Execution of Agreement

By submitting an Offer to EBCE, Participant agrees, if its Offer to EBCE is selected for the EBCE Shortlist, that it is prepared to (1) enter into a definitive Agreement consistent with the mark-up of the term sheet submitted, and (2) negotiate and execute a definitive Agreement consistent with the mark-up of the Term Sheet submitted with the Participant's Offer and containing such other terms and conditions as may be mutually acceptable to EBCE and the Participant. EBCE's evaluation of a Participant's Offer and EBCE's shortlisting of a Participant will not constitute an agreement by EBCE to any of the Participant's modifications made to the Term Sheet submitted. All Agreements must be in writing executed by both EBCE and Participant.

XIII. CPUC Approval of Agreements with PG&E

An Agreement with PG&E is expressly conditioned on PG&E's receipt of CPUC Approval, which is more specifically described in each of the Agreements and Term Sheets.

XIV. PG&E and CAISO Coordination

As described in the CAISO's Draft 2017-2018 Transmission Plan, the CAISO identified that additional economic valuation is required to finalize moving forward with PG&E's OCEI proposal as part of the transmission planning process. PG&E must coordinate with the CAISO regarding the reliability and economic impact of any projects executed as part of the OCEI RFO. PG&E will attempt to complete such review prior to execution of Agreements but in the event such review is incomplete, such finding may be a condition precedent to the effectiveness of the the Agreement with PG&E.

XVI. Board Approval of Agreements with EBCE

EBCE will be required to obtain approval of the EBCE Board of Directors prior to execution of any negotiated Agreement for market participating resources. Until a definitive Agreement is negotiated, approved by the EBCE Board, and signed and delivered, no party will have any legal obligations, expressed or implied, or arising in any other way.

XVII. PG&E's Waiver of Claims and Limitations of Remedies

Except as expressly set forth in this Protocol, by submitting an Offer to PG&E, Participant knowingly and voluntarily waives all remedies or damages at law or equity concerning or related in any way to the Solicitation, the Solicitation Protocol and/or any attachments to the

Solicitation 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 to PG&E, Participant agrees that the only forums in which Participant may assert any challenge with respect to the conduct or results of the Solicitation is 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:

http://docs.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 PG&E’s filing seeking CPUC approval of one or more Agreements with PG&E resulting from the Solicitation, that the sole basis for any such protest shall be that PG&E allegedly failed in a material respect to conduct the Solicitation in accordance with this Solicitation Protocol with respect to the Offers submitted to PG&E, 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 Solicitation with respect to PG&E only that the CPUC determines was not previously conducted in accordance with the Solicitation Protocol. Participant expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs, and/or attorneys’ fees. Unless PG&E elects to do otherwise in its sole discretion during the pendency of such a protest or ADR process, the Solicitation and any related regulatory proceedings related to the Solicitation, will continue as if the protest had not been filed, unless the CPUC has issued an order suspending the Solicitation or PG&E has elected to terminate the Solicitation.

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 Solicitation.

Except as expressly provided in this Solicitation 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.

XVII. EBCE’s Waiver of Claims and Limitations of Remedies

EBCE will not be liable for any technical malfunction during communication transit. EBCE will only consider questions, Offers, or other communications to be timely and complete if they are received electronically not later than the relevant deadline. Participants may request confirmation of receipt of communications and materials, and EBCE will attempt to

accommodate reasonable requests, but assumes no obligation or associated liability related to such accommodation.

Those Participants who submit proposals agree to do so without legal recourse against EBCE, its Board, managers, agents, or contractors for rejection of their proposal(s) or for failure to execute an agreement for any reason. EBCE shall not be liable to any Participant or party at law or in equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFO. By submitting its Offer(s) to EBCE, each Participant waives any right to challenge any valuation by EBCE of any Offer of any Participant or any determination of EBCE to select or reject any Offer of any Participant or take any action contemplated by this RFO, or any other decision of EBCE contemplated by this RFO. Each Participant, in submitting its Offers(s) to EBCE, irrevocably agrees and acknowledges that it is making its Offer(s) subject to and in agreement with the terms of this RFO.

XVIII. Termination of the RFO-Related Matters PG&E reserves the right at any time, in its sole discretion, to terminate the Solicitation 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 provide adequate ratepayer benefit.

PG&E reserves the right to change the evaluation criteria for Offers to PG&E for any reason, to terminate further participation in this process by any Participant, to accept any Offer to PG&E or to enter into any definitive Agreement, to evaluate the qualifications of any Participant, and to reject any or all Offers to PG&E, all without notice and without assigning any reasons and without liability to PG&E or anyone acting on PG&E's behalf. PG&E shall have no obligation to consider any Offer to PG&E.

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.

EBCE retains the right at any time, at its sole discretion, to: (a) modify the evaluation criteria for offers to EBCE for any reason; (b) terminate further participation in this process by any Participant; (c) negotiate with any Participant to maximize EBCE value and accept or reject any definitive Agreement; or (d) modify, suspend or terminate the EBCE portion of the RFO or reject all Offers as it deems appropriate in its sole discretion at any time. EBCE has the right to take the above-stated actions with respect to any or all Offers to EBCE, all without notice and without assigning any reasons and without liability to EBCE or anyone acting on EBCE's behalf. EBCE 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 the Participant submits an Offer or not. All determinations made by EBCE with respect to any

Participant or its Offer(s), including the determinations described in this RFO, shall be made by EBCE in its sole discretion and without liability.

Attachment 1: Eligibility Requirements and Term Sheets for Market Participating Resources

Requirements

Technology Types: Energy Storage, Renewable Generation

Vintage: New

Delivery Term for PG&E Offers: Online date through January 31, 2032

Delivery Term for EBCE Offers: 10, 15, or 20 years from the online date

Minimum Project Size: 500 kW; Offers may aggregate multiple resources of the same technology type to meet the minimum size. Offers must be in 500 kW increments.

For projects connected to the CAISO Transmission System, multiple resources of the same technology type can be aggregated so long as: (1) the aggregate product has a single CAISO Resource ID, (2) the aggregate product can be measured similar to having a single CAISO meter, (3) the aggregate product has one Locational Marginal Price node, and (4) the aggregate product complies with the CAISO Tariff.

Maximum Project Size offered to PG&E:

- Energy Storage: 80 MWh
- Renewable Generation: 20 MW

Maximum Project size offered to EBCE:

- Energy Storage: 40 MW
- Renewable Generation: 40 MW / 150,000 MWh annually

Interconnection Type: Transmission, distribution, customer

Operating Requirements:

- All projects must be must be eligible CAISO market participating resources.

Other Requirements:

- Offers to EBCE including Resource Adequacy (“RA”) must meet the applicable CPUC requirements for duration and CAISO requirements for deliverability, as well as any other requirements that will enable EBCE to receive all of the RA benefits associated with the project.

Agreements and Term Sheets

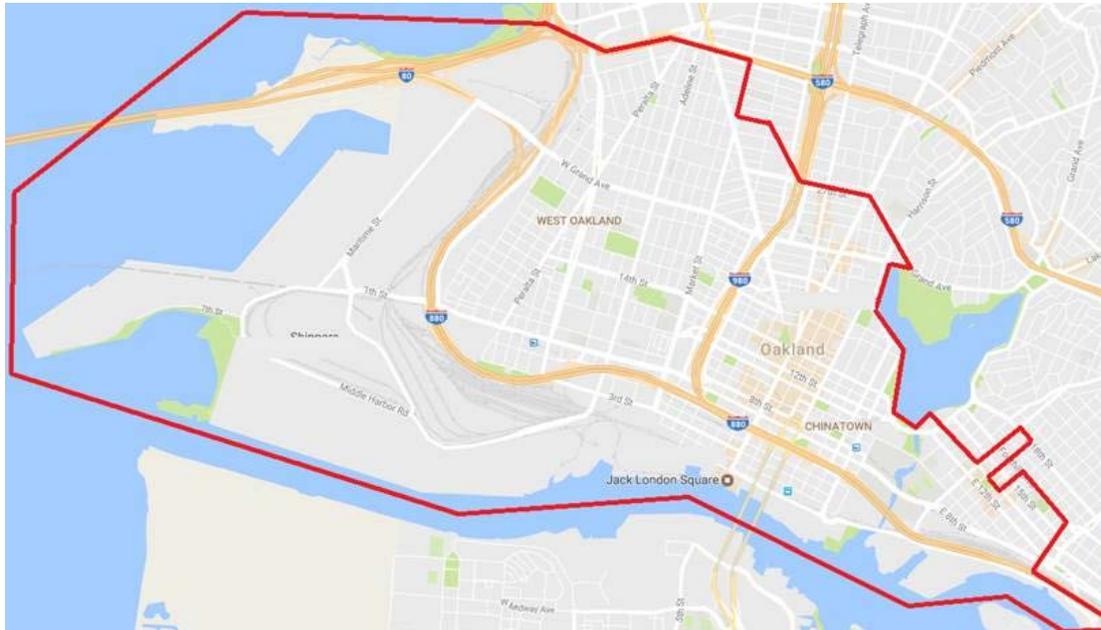
- 1) For Offers to PG&E for renewable generation and market participating energy storage resources:

- Term Sheet for PG&E OCEI Market Resources Agreement - See Appendix F1
- 2) For Offers to EBCE:
- Term Sheet for EBCE – See Appendix F4

Attachment 2: Eligibility Requirements and Term Sheet for Energy Efficiency Resources

Requirements

Eligible Customer Sectors: Participation in an energy efficiency program proposed as part of this Solicitation is limited to behind-the-meter distribution customers who are receiving electric power service from PG&E in the Local Area as depicted in the following graphic:



Program Incrementality: PG&E will utilize the following framework to assess that resources procured as part of this Solicitation are incremental to existing program activity.

Fully Incremental – New technology or service that is not already being sourced or reasonably expected to be sourced through another solicitation, program, or tariff that meets the identified distribution need.
Description: For the purpose of this Solicitation, PG&E has defined programs that target the following customer segments within the Local Area as fully incremental based upon historic program participation: 1) Commercial Office Buildings (corresponding to NAICS Codes: 5000, 8000, 90000) 2) Residential Low/Middle Income Additionally, Participants may propose programs outside of these defined customer segments, but to be considered fully incremental the programs will have to be a new program offering not currently in PG&E’s Energy Efficiency program portfolio.
Partially Incremental – Existing technology or service that meets the identified distribution needs, but at least some component of that technology or service is already being sourced through another solicitation, program, or tariff.

Description:

For Offers that overlap with current PG&E Energy Efficiency programs not outlined above, PG&E may apply a discount factor to an Offer's proposed EE savings in accordance with PG&E's assessment of the program's incrementality. The extent of the discount factor is highly program specific and would take the following factors into account:

- Up to 20% - Target Customer Segment
- Up to 30% - New Program Approach
- Up to 50% - Performance Savings Measurement Methodology

Participants are encouraged to provide justification for how their proposed program is distinct and tailored to drive additional customer participation in the Oakland area subject to this solicitation.

Not Incremental – Everything not covered above.

Description:

Any Offer which duplicates the function of an existing PG&E Energy Efficiency program without modification for increased locational customer participation will not be considered for this Solicitation.

Eligible Measures: Any/all energy efficiency measures which provide a minimum of 10 years of savings based on the standard Effective Useful Life (EUL) methodology are eligible. Deployed measures must provide energy savings through January 31, 2032.

Minimum Offer Size: 500 MWh per year; Offers may aggregate multiple EE resources to meet the minimum Offer size.

Program Implementation Period: All energy efficiency measures must be installed by February 1, 2022.

Other Requirements:

- Participants may utilize incentives from other programs, including PG&E programs, provided that the Participant is able to verify and PG&E confirms that the projects are incremental as defined in the Solicitation Protocol.

Initial Energy Savings Estimation: For valuation of energy efficiency Offers, Participant must provide an energy savings profile depicting the timing of anticipated energy savings in kWh. Participants shall also provide evidence to support the energy savings estimates associated with the Offer. This evidence can be in the form of engineering calculations or workpapers associated with the energy savings per unit. Participants must provide workpaper(s) showing the energy savings associated with each proposed measure including MWh reduction per energy efficiency unit and the unit's load profile. The workpaper(s) must include details of the energy savings calculations.

Verification of Installations: Participants shall ensure and verify that all energy efficiency measures have been installed in accordance with PG&E standards. Participant shall perform a detailed verification and evaluation of all installations and submit all such information for PG&E's review and approval on a monthly basis via Energy Insight, PG&E's energy efficiency data management platform. PG&E will

periodically audit submissions for accuracy. Any equipment that does not meet the standards set forth in the Program Management Plan will not qualify for compensation.

Measurement and Verification (M&V) of Energy Savings: Participant must provide for PG&E's review and approval an M&V plan suitable for assessing the proposed program performance including a description of the methodology to establish a baseline and savings measurements. All Energy Efficiency savings will be measured relative to existing conditions unless otherwise described in Appendix B. Projects involving savings claims derived outside of work papers or approved calculation tools must undergo an engineering review by PG&E.

Term Sheet

Term Sheet for PG&E OCEI Energy Efficiency Agreement - See Appendix F2

Attachment 3: Eligibility Requirements and Term Sheets for Utility-Ownership Energy Storage Resources

Pacific Gas and Electric Company (“PG&E”) is soliciting Offers for an energy storage system (“ESS”) that would enable PG&E to provide local reliability services in the Oakland area.

PG&E is soliciting Offers for the engineering, procurement and construction of an ESS project, built to PG&E specifications, within Oakland C and Oakland L substations. This transaction would be constructed under an Engineering, Procurement, and Construction (EPC) agreement per the term sheet provided in this Solicitation. Scope delineation between PG&E and the contractor would be per the Division of Responsibility (DOR) matrix provided via Power Advocate.

Contractor’s Responsibilities:

If selected through the RFO process, the entity charged with constructing the ESS project (the “Contractor”) would enter into an EPC contract with PG&E, under which the Contractor must cause the ESS project to be constructed, completed, tested and readied for placement into commercial operation, all on a turnkey basis. PG&E will accept the project once it is constructed to specification and the ESS has satisfied all performance and milestone guarantees. Performance and milestone guarantees include, but are not limited to, guaranteed maximum power, discharge and charge duration, duty cycle, round-trip efficiency, and commercial operation date as laid out in the EPC agreement term sheet shared in the solicitation materials.

The Contractor will also be required to enter into a Long-Term Performance and Maintenance Agreement (LTPMA) with PG&E. The LTPMA will cover the warranties and long-term performance guarantees associated with the ESS as well as the required maintenance services for the ESS project over a specified period of years.

PG&E will provide a detailed ESS technical specification and associated site-specific information once interested participants sign a confidentiality agreement. Consistent with PG&E’s previous energy storage solicitations, PG&E substation design and construction standards will form the basis of the technical specification. Participants should be familiar with, and knowledgeable of, PG&E’s standards prior to submitting an Offer. The contractor and all subcontractors must adhere to all PG&E and industry standards and requirements during engineering, design, construction, and testing of the ESS.

Project Use Cases and Interconnection Description:

PG&E anticipates using the ESS as a dedicated transmission asset to ensure reliability of local service. The CAISO will maintain full operational control of the system; PG&E and the Contractor will be responsible for maintaining the system such that it is available for reliability dispatch at the CAISO’s discretion. PG&E is requesting a system built to meet the operational requirements set forth in the EPC agreement term sheet.

As noted in the DOR matrix, the Contractor’s electrical physical scope of work will include the storage system, inverters, pad-mount transformers, medium voltage (MV) cabling from the pad-mount transformers, and all connections up to the system switchgear, but will not include the project switchgear or interconnection facilities to PG&E’s Oakland substation(s).

Requirements

PG&E is seeking offers for two stand-alone energy storage systems connected to Oakland C and Oakland L substations. Participants are encouraged to submit offers for both project opportunities. For both project sites, PG&E is seeking the following storage capacities:

Minimum Project Size: 5MW / 20 MWh as measured at MV in the switchgear with power factor equal to 1.

Alternate Project Sizes: PG&E will accept alternative offers for storage capacities greater than 5MW / 20MWh up to 20MW / 120MWh at each site. However, all participants must submit an offer for the minimum project size.

Performance Guarantees:

1. Guaranteed DMax = Minimum 5MW @ end of life
2. Guaranteed Duration = Minimum 20MWh @ end of life
3. Guaranteed Site Specific annual throughput (discharge) = Minimum 1,000MWh (based on expected 50 annual duty cycles per year)

Interconnection: Owner has identified Oakland C and Oakland L substations as the preferred points of interconnection. Owner has performed an interconnection analysis and will be responsible for obtaining interconnection and building interconnection facilities to the project site. Participant is responsible for constructing the energy storage facility and bringing all connections up to or into a PG&E furnished switchgear.

Locational Requirements:

- **Land** - PG&E will provide participant with area(s) suitable for construction within Oakland C and Oakland L substations. Additional details regarding the site will be made available to via Power Advocate.
- **Permitting** - Participant is responsible for ministerial permits (e.g., building permit). PG&E will obtain the discretionary permits, if any.

Operating Requirements:

- Discharge energy availability requirements: the battery may be called upon for discharge at any time during the year by the CAISO to mitigate local transmission outage contingencies.
- Starting at 100% SOC, the system must be available daily for CAISO dispatch between the hours of 0600 and 2000.
 - Illustrative typical duty cycle:
 - Starting from 100% SOC, discharge to 50% SOC between 0600 and 1100
 - Rest from 1100 to 1600
 - Discharge from 50% SOC to 0% SOC between 1600 to 2000
 - Return to 100% SOC by 0600 the following day
- **The facility is not expected to perform than one duty cycle per day and no more than 50 duty cycles per year.**

- The system will be tested annually with performance shortfalls tied to damages. Variables tested include: DMax, Discharge Duration, frequency regulation accuracy, efficiency, annual forced outage rate (availability).
- PG&E will entertain alternate offers for systems with greater guaranteed MWh capacity and lower average SOC if cost effective.

In alternate Offers, Participants may offer modifications or alternate solutions. *Participants must submit one summary document per alternate Offer describing variances—Participant’s exceptions to commercial terms, design enhancements, project size changes etc. for that alternate Offer. Alternate proposals that reduce upfront and/or ongoing costs are strongly encouraged.*

Term Sheet

Term Sheet for PG&E EPC Contract – Provided as Supplementary Materials via Power Advocate per Section II.B of the Solicitation Protocol.