



# **Long-Term Bundled RPS Energy Sale - Solicitation Protocol**

**Issuance Date: November 4, 2019**

**Updated: December 12, 2019**

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

**Table of Contents**

**I. OVERVIEW ..... 1**

A. OVERVIEW ..... 1

B. BUNDLED LONG-TERM RPS ENERGY SALE SOLICITATION COMMUNICATION ..... 1

C. SCHEDULE..... 2

D. EVENTS IN THE SOLICITATION SCHEDULE ..... 2

E. DISCLAIMERS FOR REJECTING BIDS AND/OR TERMINATING THIS SOLICITATION ..... 3

**II. SOLICITATION PRODUCT STRUCTURE ..... 4**

A. INDEX PRICED PRODUCT ..... 4

B. FIXED PRICED PRODUCT ..... 4

**III. EVALUATION CRITERIA ..... 5**

A. QUANTITATIVE EVALUATION ..... 5

B. QUALITATIVE EVALUATION..... 5

**IV. DATA ROOM ..... 5**

**V. BID SUBMITTAL PROCESS..... 6**

A. SUBMITTAL PROCESS OVERVIEW ..... 6

B. AGREEMENT..... 7

C. REQUIRED FORMS ..... 7

D. NUMBER OF BIDS ALLOWED PER PARTICIPANT ..... 8

**VI. CONFIDENTIALITY ..... 9**

**VII. PROCUREMENT REVIEW GROUP REVIEW ..... 9**

**VIII. APPROVALS ..... 10**

**IX. DISPUTE RESOLUTION ..... 10**

**X. TERMINATION OF THE SOLICITATION-RELATED MATTERS ..... 11**

**XI. PARTICIPANT’S REPRESENTATIONS AND WARRANTIES ..... 11**

**APPENDIX A – LIST OF RESOURCES..... 14**

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

**LIST OF ATTACHMENTS**

Attachment A: Long-Term Bundled RPS Energy Sale EEI Master Agreement Confirmation

Attachment B: Attestation of Volume

Attachment C: Long-Term Bundled RPS Energy Sale Confidentiality Agreement

## I. Overview

### A. Overview

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Pacific Gas and Electric Company (“PG&E”) is issuing the Long-Term Bundled Renewable Portfolio Standard (“RPS”) Energy Sale Solicitation (“Solicitation”) to solicit bids (“Bids”) from participants (“Participants”) to purchase bundled RPS-eligible energy and associated Renewable Energy Credits (“REC”) (collectively, “Product”) pursuant to a confirmation to an EEI Master Power Purchase and Sale Agreement (collectively “Agreement”) for a term of ten years. This Solicitation protocol (“Solicitation Protocol”) describes the process by which PG&E seeks, evaluates, and accepts Bids in this Solicitation from qualified Participants (“Buyers”).

PG&E will make all sales according to the terms and conditions set forth in the Agreement. This Solicitation Protocol sets forth the procedures a Participant must follow in order to participate in the Solicitation. Capitalized terms used in this Solicitation Protocol, but not otherwise defined herein, have the meanings set forth in the Agreement.

### B. Bundled Long-Term RPS Energy Sale Solicitation Communication

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PG&E has established the Solicitation website at <http://www.pge.com/rfo> under “Long-Term Bundled RPS Energy Sale Solicitation” where Participants can register for the Solicitation. All Solicitation documents, information, announcements, and questions and answers will be posted and available to Participants at this website.

To promote accuracy and consistency of the information provided to all Participants, Participant must submit any inquiries via e-mail to [RECSolicitations@pge.com](mailto:RECSolicitations@pge.com) for matters related to the Solicitation. With respect to matters of general interest raised by any Participant, PG&E may, without reference to the specific Participant raising such matter or initiating the inquiry, post the questions and responses on its website. PG&E may, in its sole discretion, decline to respond to any email or other inquiry.

Any exchange of material information regarding this Solicitation between Participant and PG&E must be submitted to both PG&E and the Independent Evaluator (“IE”), Lewis Hashimoto at [arroyosecoconsulting@gmail.com](mailto:arroyosecoconsulting@gmail.com). The IE is an independent, third party evaluator who is required by CPUC D.04-12-048 to ensure this Solicitation is conducted in a reasonable and neutral manner.

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

**C. Schedule**

The Solicitation schedule is subject to change at the discretion of PG&E. PG&E will post any schedule changes on PG&E’s Solicitation website. PG&E is planning an expeditious solicitation process in order to facilitate timely approval of resulting sales. To enable successful involvement in this Solicitation, **PG&E encourages all Participants to begin any internal approval processes at the earliest opportunity possible**, in anticipation of the expedited timelines described below. Also, as further described below, Participants may register at PG&E’s Request for Offer (RFO) website to receive notice of these and other Solicitation changes by electronic mail. 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.

The schedule for this Solicitation is shown in Table 1 below. (all times are in Pacific Prevailing Time):

**Table 1: Long-Term Bundled RPS Energy Sale Solicitation Schedule of Events**

| <b>Date/Time</b>                         | <b>Event</b>   |
|--|--|
| Ongoing                                  | Participants may register online at PG&E’s RFO website to receive notices regarding the Solicitation.  |
| November 4, 2019                         | PG&E issues the Solicitation.  |
| November 7, 2019                         | Participants’ Webinar.   |
| November 15, 2019                        | Deadline for Participants to provide comments on the Agreement to PG&E via upload to the online platform at Power Advocate by 1 PM (PPT).                |
| December 5, 2019                         | PG&E posts updated Agreement to Website.   |
| January 7, 2020                          | Bids Due. Participants must submit Bid(s) to the online platform at Power Advocate by 1 PM (PPT).  |
| Week of January 20 <sup>th</sup> , 2020  | PG&E notifies qualified Participants.  |
| Week of February 24 <sup>th</sup> , 2020 | PG&E and each qualified Participant execute an Agreement, which shall be subject to “CPUC and Bankruptcy Court Approvals,” as provided in the Agreement. |
| March 2020                               | PG&E submits Agreements for CPUC and Bankruptcy Court Approvals.   |

**D. Events in the Solicitation Schedule**

- a. Registration. Participants may register online to receive announcements and updates about this Solicitation through [www.pge.com/rfo](http://www.pge.com/rfo).
- b. Issuance. PG&E will issue the Solicitation and post the Solicitation Protocol, form of Agreement, and all other solicitation materials on the Solicitation website.

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

- c. Data Room. PG&E will create an “electronic” data room to provide Participants the opportunity to review resource specific contract and facility historical generation information. To gain access to this data, Participants and PG&E must execute a signed Confidentiality Agreement.
- d. Participants’ Webinar. PG&E will hold a Participants’ Webinar to review key Protocol items related to this Solicitation.
- e. Redlines Due. Participants may provide PG&E written feedback on the Agreement, which must be submitted electronically via Power Advocate.
- f. PG&E Issues an Updated Agreement. PG&E will review market feedback on the Agreement from Participants and, at its sole discretion, may incorporate feedback into a revised and updated Agreement. PG&E shall post such updated Agreement to the solicitation website. Participants shall use the updated Agreement posted by PG&E, when submitting their Bid. Further details are described in Section V.
- g. Bids Due. Participants must submit Bids via Power Advocate and must include all of the documents described in Section V, Required Information. By submitting a Bid and responding to this Solicitation, the Participant agrees to be bound by all of the terms, conditions and other provisions of this Solicitation and any changes or supplements to it that may be issued by PG&E.
- h. PG&E Selects Qualified Bid List. PG&E will notify Participants via email if their Qualified Bids have been selected (“Qualified Bids”). PG&E will select Qualified Bids according to the evaluation criteria described in Section III, Evaluation Criteria. Notification of a Qualified Bid does not constitute an offer to sell by PG&E and PG&E may select Qualified Bids in excess of the number of Bids ultimately executed as part of the Solicitation.
- i. Execution of Agreement. PG&E and each final Participant with a Qualified Bid may execute an Agreement
- j. Approvals. PG&E will submit all such Agreements to the CPUC for approval via an Application filing and to the Bankruptcy Court via a motion filing. Additional approval information is provided in Section VIII, Approvals.

**E. Disclaimers for Rejecting Bids and/or Terminating this Solicitation**

This Solicitation does not constitute an offer to sell and creates no obligation to execute any Agreement or to enter into a transaction under an Agreement as a consequence of the Solicitation. PG&E shall retain the right at any time, at its sole discretion, to reject any Bid on the grounds that it does not conform to the terms and conditions of this Solicitation 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:

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

(a) reject any Bid for any reason, including, but not limited to, a Bid is the result of market manipulation or is not cost-competitive or any other applicable reason; (b) modify this Solicitation and the form Agreement as it deems appropriate to implement the Solicitation and to comply with applicable law or other decisions or direction provided by the CPUC or the Bankruptcy Court; and (c) terminate the Solicitation should the CPUC not authorize PG&E to sell the Product in the manner proposed in this Solicitation. In addition, PG&E reserves the right to either suspend or terminate this Solicitation 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 Solicitation Protocol to any Participant, whether submitting a Bid or not.

**II. Solicitation Product Structure**

PG&E is accepting Bids for Index Priced Energy and Fixed Price Energy.

**A. Index Priced Product**

|                          |   |
|--------------------------|---|
| <b>Product</b>           | <ul style="list-style-type: none"> <li>PG&amp;E delivers a percentage of Bundled RPS-eligible energy and associated RECs from a specific RPS resource (“Resources”).</li> </ul>   |
| <b>Pricing</b>           | <ul style="list-style-type: none"> <li>Index Price Energy (“Index Price Option”)                             <ul style="list-style-type: none"> <li>Energy – settled at the day-ahead Index (Locational Marginal Price)</li> <li>REC – fixed price</li> </ul> </li> </ul> |
| <b>Resources Offered</b> | <ul style="list-style-type: none"> <li>See Appendix A of Solicitation Protocol</li> </ul>   |
| <b>Volume</b>            | <ul style="list-style-type: none"> <li>Unit-contingent (As-Available) – Buyer receives actual generation of Resource(s)                             <ul style="list-style-type: none"> <li>No guaranteed minimum or maximum quantity</li> </ul> </li> </ul>               |
| <b>Delivery Shape</b>    | <ul style="list-style-type: none"> <li>Hourly – matching actual production of RPS resource</li> </ul>   |
| <b>Delivery Term</b>     | <ul style="list-style-type: none"> <li>10 years</li> <li>Delivery start date: Later of (a) 1/1/2021 and (b) the first day of the month following satisfaction of the Conditions Precedent, as defined in the Agreement.</li> </ul>  |

**B. Fixed Priced Product**

|                          |  |
|--------------------------|--|
| <b>Product</b>           | <ul style="list-style-type: none"> <li>PG&amp;E delivers a percentage of Bundled RPS-eligible energy and associated RECs from a specific RPS resource (“Resources”).</li> </ul>  |
| <b>Pricing</b>           | <ul style="list-style-type: none"> <li>Fixed Price Energy Option (“Fixed Price Option”)                             <ul style="list-style-type: none"> <li>One price for bundled energy and REC product</li> </ul> </li> </ul> |
| <b>Resources Offered</b> | <ul style="list-style-type: none"> <li>See Appendix A of Solicitation Protocol</li> </ul>  |
| <b>Volume</b>            | <ul style="list-style-type: none"> <li>Unit-contingent (As-Available) – Buyer receives actual generation of Resource(s)</li> </ul>   |

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

|                       |  |
|-----------------------|--|
|                       | ○ No guaranteed minimum or maximum quantity  |
| <b>Delivery Shape</b> | ● Hourly – matching actual production of RPS resource  |
| <b>Delivery Term</b>  | ● 10 years<br>● Delivery start date: Later of (a) 1/1/2021 and (b) the first day of the month following satisfaction of the Conditions Precedent, as defined in the Agreement. |

### III. Evaluation Criteria

PG&E will evaluate Bids primarily based on Bid value, using the evaluation criteria outlined below. Participants whose Qualified Bids have the highest value will receive preference in Resource selection.

#### A. Quantitative Evaluation

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Net Market Value (NMV) compares a Bid’s costs to its market value. Market value may include components related to energy, REC values, and other factors.

#### B. Qualitative Evaluation

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For the Solicitation, PG&E may apply a qualitative adjustment factor for qualified Participants.

##### 1. Financial Strength

PG&E may consider the Participant’s capability to perform all of its financial obligations under the Agreement and PG&E’s overall credit concentration with the Participant or Participant’s bank used to meet its credit requirements, if applicable, including any of Participant’s affiliates.

##### 2. Other Qualitative Considerations

In addition to the criteria specifically listed above, PG&E may consider other qualitative factors that could impact the value of Bids, including, but not limited to: previous adverse commercial experience between PG&E and Participant; counterparty diversity; completeness of Bid; and status of an acceptable EEI Master Agreement between PG&E and Participant.

### IV. Data Room

PG&E has established a data room where information with respect to the Resources will be available to Participants on the Power Advocate platform following execution of a Confidentiality Agreement (Attachment C). Please follow these steps to be granted access to the data room:



**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

1. Download the Confidentiality Agreement from the Solicitation Website
2. Complete the Confidentiality Agreement by entering all pertinent information, execute, and scan the Confidentiality Agreement to PDF
3. Email the scanned Confidentiality Agreement to [RECSolicitations@pge.com](mailto:RECSolicitations@pge.com)
4. Register on the Power Advocate platform (URL available above and on Solicitation website)
5. Once PG&E verifies the Confidentiality Agreement, Participant will be granted access to the data room on Power Advocate
6. Login into Power Advocate and click on event listed on the event dashboard.
7. Then click on the “Download Documents” tab. All information for download will be located here.

Information that will be available in the data room may include (but is not limited to):

- Copies of executed Power Purchase Agreements as amended (PPAs) between PG&E and the Counterparty, redacted to ensure confidentiality where relevant; and
- Average historical operational data on the Resources based on hourly generation from the past 24-36 months, if available.

Note: Only Participants that intend to participate and submit a Bid in this Solicitation should request access to the data room.

## V. Bid Submittal Process

### A. Submittal Process Overview

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All Bids must be received by January 7, 2020 at 1:00 P.M. (PPT), as specified in Table 1, Long-Term Bundled RPS Energy Sale Solicitation Schedule of Events.

All Bid submittal information pertaining to this Solicitation will be hosted on the Power Advocate site. Telephonic, hardcopy or facsimile transmission of a Bid is not acceptable. In order to participate in this Solicitation, Participants must register and be accepted through Power Advocate at the Public Registration Link:

<https://www.poweradvocate.com/pR.do?okey=97929&pubEvent=true>

PG&E strongly encourages Participants to register with Power Advocate as soon as possible to access the data room. Detailed instructions for accessing the data room are detailed above in Section IV. There are also instructions for submitting Redlined Agreement(s), Bid(s), and using Power Advocate on PG&E’s Solicitation website.

**Electronic Documents:** The electronic documents for the attachments must be in a Microsoft Word or Adobe Acrobat PDF file, as applicable. For each document, please include the Participant’s company name in each file name. The Participant should not provide documents in other electronic formats, unless specifically requested.

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

**B. Agreement**

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PG&E requires all Participants to have an executed EEI Master Agreement in place with PG&E prior to execution of any Agreement resulting from this Solicitation. If a Participant does not currently have an executed EEI Master Agreement in place with PG&E, Participants must contact PG&E at [RECSolicitations@pge.com](mailto:RECSolicitations@pge.com) to begin the process of entering into EEI Master Agreement. A form EEI Master Agreement with PG&E's standard terms and conditions is available on PG&E's Solicitation website.

All sales resulting from this Solicitation will be executed as the Agreement. A preliminary version of the Agreement is posted to the Solicitation website. PG&E will consider comments from registered Participants on the Agreement via electronic submittal to the Power Advocate platform no later than the deadline specified in the Solicitation schedule (see Table 1). PG&E may incorporate feedback received into an updated Agreement, which PG&E shall post to the Solicitation website. Participants shall use the updated Agreement, if provided by PG&E, when submitting their final Bid. Further details are described below in Section V.C.

**C. Required Forms**

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**1. Final Bid Package**

The following documents ("Participant's Package"), which are on the PG&E's Solicitation website, must be completed and included with each Power Advocate Bid submission:

- a. Completed Agreement (Attachment A). Participant must use the updated Agreement and PG&E will not consider further changes to the Agreement in a Participant's final Bid submittal. Registered Participants have an opportunity to provide changes to the form of Agreement as described above in Section V.B.
  - i. The Agreement will also serve as Participant's final Bid form.
  - ii. The Agreement will be an editable PDF.
  - iii. Participant will submit a separate Agreement for each Resource and pricing option (e.g. Index Pricing Option, Fixed Price Option). Available Resources are listed in Appendix A. Submission limits are described in Section V.D.
  - iv. The Agreement will allow Participants to choose a specific Resource, input bid price, percentage output of the Resource and all other relevant information.
    1. Participants must use the same Bid price for each Index Price Option Bid submitted.

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

2. Participants must use the same Bid price for each Fixed Price Option Bid submitted.
- b. Attestation of Volume. Participants to submit attestation (Attachment B) of volume indicating the maximum number of forecasted MWh for the delivery term that they would be willing to execute Agreements for.
- c. Documentation of Entity Legal Status from the California Secretary of State:

Participant or end-user counterparty must demonstrate that it has an “Active” legal status authorized by the California Secretary of State in order to engage in business with PG&E. A webpage screenshot verifying Participant or end-user counterparty’s “Active” legal status via the California Secretary of State’s webpage is acceptable. The California Secretary of State website is located at <https://businesssearch.sos.ca.gov/>.

**D. Number of Bids Allowed Per Participant**

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The requirements for Bid submittal are as follows:

1. Each Participant may submit up to a maximum of ten (10) Bids.
2. Subject to #1, each Participant may submit any combination of Fixed Price Option and Index Price Option Bids. For example, a Participant may submit ten Index Price Bids or ten Fixed Price Bids or four Index Price Bids and six Fixed Price Bids. Participants submitting more than ten Bids of any combination, e.g. ten Index Price Bids and one Fixed Price Bid, will be prohibited.
3. Each Bid submitted for the Index Price Option must be for a unique Resource.
4. Each Bid submitted for the Fixed Price Option must be for a unique Resource.
  - a. Note: Participants may submit two Bids for a single unique Resource, consisting of both a Fixed Price Option Bid and an Index Price Option Bid.
5. Only one Bid price is allowed for all Index Price Options submitted by each Participant. As an example, if the Participant submits four Index Price Bids, all four Index Price Bids must have the same Bid Price.
6. Only one Bid price is allowed for all Fixed Price Options submitted by each Participant. As an example, if the Participant submits six Fixed Price Bids, all six Fixed Price Bids must have the same Bid Price.
7. Participant must provide the maximum volume that they are willing to purchase by using the Attestation of Volume (Attachment B) upon Bid submittal.

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

8. The maximum volume stated in the Attestation of Volume cannot be greater than the sum of resources identified in the Bids submitted.

Failure by Participant to follow the above requirements may result in the rejection of Bid(s) submitted.

The maximum number of bids allowed will be determined by the signatory party. A third-party submitting bids on behalf of multiple Participants, may submit more than the maximum allowed bids, granted that the ten (10) Bid maximum is not exceeded for any unique signatory party.

## **VI. Confidentiality**

No Participant shall collaborate on or discuss with any other Participant potential Bidding strategies, the substance of any Bid(s), including without limitation the price or any other terms or conditions of any Bid(s), or whether PG&E has qualified Bids or not.

All information and documents in Participant's Package that have been 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 Package 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 Solicitation, including Participant's confidential information, 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, in the application filing or in order to comply with any applicable law, regulation, or any exchange, control area or California Independent System Operator 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 agreement or orders will be obtained from and/or honored by the PRG, the California Energy Commission, or the CPUC. By submitting a Bid, Participant agrees to adhere and be bound by the confidentiality provisions described in this section.

The treatment of confidential information described above shall continue to apply to information related to Qualified Bids.

## **VII. Procurement Review Group Review**

Following completion of the evaluation and ranking of Bids, PG&E will submit the results of the evaluation and its review to its PRG members. PG&E, in its sole discretion, shall determine whether any alternatives proposed by the PRG should be adopted. PG&E

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

has no obligation to obtain the concurrence of the PRG with respect to any Bids.

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 Bids and the obtaining of Approvals.

### **VIII. Approvals**

After Agreement execution, PG&E will submit executed Agreements to the CPUC for approval via an application filing. PG&E will also be submitting executed Agreements to for Bankruptcy Court Approval via a motion, as well as assumption of the underlying RPS agreements if the CPUC and the Bankruptcy Court approve the Agreement.

The effectiveness of any executed Agreement is expressly conditioned on PG&E's receipt of final and non-appealable CPUC approval of such Agreement and Bankruptcy Court approvals (collectively "Approvals").

### **IX. Dispute Resolution**

Except as expressly set forth in this Solicitation Protocol, by submitting a Bid, 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 Package has not already been disqualified, automatically disqualify such Bid from further consideration in the Solicitation.

By submitting a Bid, 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 processes at the CPUC, including 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. 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](http://www.cpuc.ca.gov/PUBLISHED/Agenda_resolution/47777.htm).

In addition to the ADR process referenced above, Participant further agrees that the only other means for Participant to challenge the conduct or results of the Solicitation is for Participant to protest PG&E's Application Filing seeking approval of one or more Agreements entered into as a result of the Solicitation. If Participant chooses to protest PG&E's Application Filing, the Participant agrees 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, 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 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,

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

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. Nothing in this Solicitation Protocol is intended to prevent any Participant from informally communicating with the CPUC or its staff regarding this Solicitation.

**X. Termination of the Solicitation-Related Matters**

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

PG&E reserves the right to terminate further participation in this process by any Participant, to accept any Bid or to enter into any Agreement, and to reject any or all Bids, 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 Bids.

In the event of termination of the Solicitation for any reason, PG&E will not reimburse Participant for any expenses incurred in connection with the Solicitation. PG&E shall have no obligation to reimburse any Participant's expenses regardless of whether such Participant's Package is selected, not selected, rejected or disqualified. Unless earlier terminated, the Solicitation will terminate automatically upon the execution of one or more Agreements by Participants with Selected Bids. In the event that no Agreements are executed, then the solicitation will terminate automatically on June 1, 2020.

**XI. Participant's Representations and Warranties**

1. By submitting a Bid, Participant agrees to be bound by the conditions of the Solicitation, and makes the following representations, warranties, and covenants to PG&E, which representations, warranties, and covenants shall be deemed to be incorporated in their entirety into each of Participant's Package. Participant agrees that an electronic signature of a duly authorized representative of Participant shall be the same as delivery of an executed original document for purposes of the Bid.

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

- Participant agrees to adhere and be bound by the confidentiality provisions described in the Long-Term Bundled RPS Energy Sale Solicitation Protocol and the Confidentiality Agreement included as Attachment C to the Solicitation Protocol.
  - Participant has read, understands and agrees to be bound by all terms, conditions and other provisions of this Solicitation Protocol;
  - Participant has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the Solicitation and this Solicitation Protocol, including the submittal forms and documents listed in this Solicitation Protocol which are posted on the Solicitation website;
  - Participant has obtained all necessary authorizations, approvals and waivers, if any, required by Participant to submit its Bid pursuant to the terms of this Solicitation Protocol and to enter into an Agreement with PG&E;
  - Participant's Package complies with all applicable laws;
  - Participant has not engaged, and covenants that it will not engage, in any communications with any other actual or potential Participant in the Solicitation concerning this Solicitation, price terms in Participant's Package, or related matters and has not engaged in collusion or other unlawful or unfair business practices in connection with the Solicitation;
  - Any Bid submitted by Participant is subject only to PG&E's acceptance, in PG&E's sole discretion; and
  - The information submitted by Participant to PG&E in connection with the Solicitation and all information submitted as part of any Bid is true and accurate as of the date of Participant's submission. Participant also covenants that it will promptly update such information with PG&E upon any material change thereto.
2. By submitting a Bid, Participant acknowledges and agrees:
- That PG&E may rely on any or all of Participant's representations, warranties, and covenants in the Solicitation (including any Bid submitted by Participant); and
  - That in PG&E's evaluation of Bids pursuant to the Solicitation, PG&E has the right to disqualify a Participant that is unwilling or unable to meet any other requirement of the Solicitation, as determined by PG&E in its sole discretion.
3. BY SUBMITTING A BID, PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH BY PARTICIPANT OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE SOLICITATION INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

IMMEDIATE DISQUALIFICATION OF SUCH PARTICIPANT, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO PG&E UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE SOLICITATION IN ITS ENTIRETY.



**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

**Appendix A – List of Resources**

The following is a list of Resources available for Bid in this Solicitation.

| Project Name                               | Technology Type | City                         | State | CEC RPS ID | Host Balancing Authority |
|--|-----------------|------------------------------|-------|------------|--------------------------|
| Topaz Solar Farm                           | Solar PV        | Santa Margarita              | CA    | 61698A     | CAISO                    |
| Agua Caliente Solar Project                | Solar PV        | Roll                         | AZ    | 60894A     | CAISO                    |
| Desert Center Solar Farm                   | Solar PV        | Desert Center                | CA    | 61068A     | CAISO                    |
| AV Solar Ranch One                         | Solar PV        | Lancaster                    | CA    | 60790A     | CAISO                    |
| Mojave Solar Project                       | Solar Thermal   | Hinkley                      | CA    | 60848A     | CAISO                    |
| High Plains Ranch II                       | Solar PV        | California Valley            | CA    | 60603A     | CAISO                    |
| Genesis Solar Energy Project               | Solar Thermal   | Blythe                       | CA    | 60605A     | CAISO                    |
| California Flats Solar Project             | Solar PV        | Parkfield                    | CA    | 62552A     | CAISO                    |
| Alpine Solar Project                       | Solar PV        | Lancaster                    | CA    | 60755A     | CAISO                    |
| High Plains Ranch III                      | Solar PV        | California Valley            | CA    | 60603A     | CAISO                    |
| Alpaugh 50                                 | Solar PV        | Alpaugh                      | CA    | 60945A     | CAISO                    |
| Corcoran                                   | Solar PV        | Corcoran                     | CA    | 60948A     | CAISO                    |
| White River                                | Solar PV        | Alpaugh                      | CA    | 60949A     | CAISO                    |
| Atwell Island                              | Solar PV        | Alpaugh                      | CA    | 60947A     | CAISO                    |
| Alpaugh North                              | Solar PV        | Alpaugh                      | CA    | 60946A     | CAISO                    |
| RE Astoria LLC                             | Solar PV        | Rosamond                     | CA    | 62284A     | CAISO                    |
| Cuyama Solar Array                         | Solar PV        | Cuyama                       | CA    | 61891A     | CAISO                    |
| Bayshore Solar B                           | Solar PV        | Lancaster                    | CA    | 63134A     | CAISO                    |
| Bayshore Solar C                           | Solar PV        | Lancaster                    | CA    | 63135A     | CAISO                    |
| Bayshore Solar A                           | Solar PV        | Lancaster                    | CA    | 63133A     | CAISO                    |
| San Joaquin 1A                             | Solar PV        | San Joaquin                  | CA    | 61837A     | CAISO                    |
| Portal Ridge Solar C Project               | Solar PV        | Lancaster                    | CA    | 61684A     | CAISO                    |
| Blackwell Solar                            | Solar PV        | Lost Hills                   | CA    | 61892A     | CAISO                    |
| SR Solis Oro Loma Teresina, LLC- Project B | Solar PV        | Unincorporated Fresno County | CA    | 62841A     | CAISO                    |
| SR Solis Oro Loma Teresina, LLC- Project A | Solar PV        | Unincorporated Fresno County | CA    | 62841A     | CAISO                    |
| Aspiration Solar G LLC                     | Solar PV        | Tranquility                  | CA    | 61486A     | CAISO                    |
| SR Solis Rocket, LLC - Project A           | Solar PV        | Avenal                       | CA    | 62840A     | CAISO                    |
| SR Solis Rocket, LLC - Project B           | Solar PV        | Avenal                       | CA    | 62840A     | CAISO                    |

Pacific Gas and Electric Company

**Long-Term Bundled RPS Energy Sale Solicitation Protocol**

|                     |          |                                 |    |        |       |
|---------------------|----------|---------------------------------|----|--------|-------|
| Westside Solar, LLC | Solar PV | Unincorporated<br>Fresno County | CA | 61185A | CAISO |
| Sunray – 20         | Solar PV | Daggett                         | CA | 62694A | CAISO |
| Lost Hills Solar    | Solar PV | Lost Hills                      | CA | 61893A | CAISO |
| Kansas              | Solar PV | Stratford                       | CA | 61263A | CAISO |