

Pacific Gas and Electric Company

Disadvantaged Communities Request for Offers (DAC RFO)



Spring 2020 Disadvantaged Communities Request for Offers

March 5, 2020
(Launch Date)

Pacific Gas and Electric Company

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I. Overview

Introduction

Pacific Gas and Electric Company (“PG&E”) is issuing this Request for Offers (“RFO”) to meet obligations under our Disadvantaged Community (“DAC”)¹ and San Joaquin Valley (“SJV”) pilot programs² decisions.

This protocol outlines the parameters governing this RFO. Unless otherwise noted, all information contained in this Protocol is applicable to both DAC and SJV Projects.

Schedule

1. Schedule and Process Overview

The final RFO schedule is subject to change to conform to any CPUC requirements and otherwise at the discretion of PG&E at any time. PG&E will notify interested parties (“Participants”) of any schedule change via notification on PG&E’s RFO Website.³ 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 expected schedule for this RFO is (all times are in Pacific Prevailing Time (“PPT”):

Date/Time	Event
Ongoing	Registration. Participants may register online to receive announcements and updates regarding this RFO. Go to www.pge.com/rfo and click on the Distribution List Form (direct link).
March 5, 2020	Issuance. PG&E issues the RFO (Issuance Date).
March 11, 2020 at 10 a.m. PPT	Participants’ Conference for RFO. PG&E will hold a Participant Webinar to review key Protocol and PPA items related to this solicitation.
April 20 <u>May 4</u> , 2020 at 1 p.m. PPT	Offers Due. Offer(s) must be submitted to the online platform at Power Advocate and must include all of the documents described in Section VII. By responding to this RFO, the Participant agrees to be bound by all of the terms, conditions and other provisions of this RFO and any changes or supplements to it that may be issued by PG&E. Offer evaluation begins.
June 18 <u>5</u> , 2020	PG&E selects offers. PG&E notifies Selected Participants and any Waitlisted Participants (Notification Date) via email. PG&E may select offers according to the evaluation criteria described in Section IV. Some of the next-best offers beyond those selected may be placed on a waiting list to be selected, in

¹ Governed by D.18-06-027, D.18-10-007, and Resolution E-4999 (the “DAC Decisions”)

² Governed by D. 18-12-015 (the “SJV Decision”)

³ <http://www.pge.com/rfo> OR <http://www.pge.com/dacrfo>

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Date/Time	Event
June 25 2 , 2020	order of priority, should any selected offers fail to complete the RFO process. Submittal of Signed PPA. Primary and waitlisted Participants that wish to continue participation in PG&E’s RFO must return a signed PPA and required documentation. If a Participant fails to submit a signed PPA with required documentation for one or more selected offers, PG&E will disqualify the originally selected offer and will select the next-best offer on the waiting list. A waitlisted Participant whose offer is selected must return a signed PPA and the required documentation in accordance with the timeline
September 15, 2020	PG&E executes PPAs (Target Execution Date).
October 15, 2020	Advice Letter Filing for executed PPAs (Target Date). All executed PPAs will be submitted to the CPUC (via a Tier 2 Advice Letter) for approval following execution.

Disclaimers for Rejecting Offers and/or Terminating this RFO

This RFO does not constitute an offer to buy and creates no obligation to execute any PPA or to enter into a transaction under a PPA as a consequence of the RFO. PG&E shall retain the right at any time, at its sole discretion, to reject any Offer on the grounds that it does not conform to the terms and conditions of this RFO and reserves the right to request information at any time during the solicitation process.

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

PG&E will not execute a PPA with any Project with an offer price that exceeds 200% of the maximum executed contract price from the previous Green Tariff solicitation.

II. RFO Goals

PG&E is seeking to procure a maximum of 14.20⁴ MW under the CS-GT program and a maximum of 20 MW under the DAC-GT program in this solicitation.

⁴ Resolution E-4999, page 14

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All projects, regardless of program must be located in a DAC eligible census tract, or as applicable, a San Joaquin Valley eligible pilot community⁵.

As described in the PPA, each offer should be identified as a Full Buy/Sell Transaction (100% of the energy production, net of station use, is sold by the generator to PG&E). Excess Sale Transactions are not permitted.

III. Eligibility

Participant's offer in this RFO must demonstrate that the Project meets each of the items in this Section III for the DAC Programs.

PG&E will not be entertaining any storage related offers in this solicitation and will select from eligible offers only. Only new generation solar facilities located in PG&E territory are eligible.

All Projects must have the capability to comply with Section 3.1(p) (Seller Equipment Required for Curtailment Instruction Communications) of the PPA.

Only new generation facilities are eligible. Facilities must be in compliance with the Green-e® Energy National Standard. PG&E encourages new resources to apply for pre-certification.

Projects must achieve commercial operation within 36 months of the Effective Date of the PPA, subject to a six-month extension for the specific reasons described in the PPA. Sellers can submit a one-time request for this extension by providing a notice 60 days prior to the Guaranteed Commercial Operation Date. Sellers that cannot place the Project into commercial operation by this deadline will be in default under the PPA.

Project Design Eligibility Requirements: CS-GT

1. Neither the Project's nameplate capacity nor the offer's Contract Capacity may be greater than 4.26⁶ MW. All projects, regardless of size shall be in front of the meter.
2. Project must be located within a top 25% CalEnviroScreen 3.0 designated census

⁵ For CS-GT: Cantua Creek, Lanare, Fairmead, Le Grand, Allensworth, Seville, Alpaugh, and for DAC-GT only, La Vina

⁶ Subject to Commission clawback provision, Resolution E-49999, page 16

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- tract or San Joaquin Valley community identified in Appendix H.⁷
3. 25% of project capacity must be subscribed by eligible low-income residents prior to Permission to Operate. Initial Energy Delivery Date will be withheld until subscriber requirements are met.
 4. Community Sponsorship: A letter of commitment from qualified local sponsor(s)⁸ is required as part of offer package as outlined in the required forms section of this document.
 5. Workforce development and job training (e.g. local hiring and targeted hiring) are a requirement of the CS-GT program:
 - An attestation which includes a detailed plan of how this requirement will be met must be submitted as part of offer submission as outlined in the required forms section of this document.
 - A completed affidavit using the template included herein as Appendix G, detailing workforce development trainee information, job training organization (as applicable), hours worked, dates, and type of work performed must be submitted following the development and construction phase of the project and prior to COD, to localgreensaver@pge.com.
 6. Projects must be located within a top 25% CalEnviroScreen 3.0 designated community located not more than 5 miles away from the community it serves⁹.
 - Preference will be given to projects located in the top 5% CalEnviroScreen 3.0 designated census tracts or San Joaquin Valley pilot communities by providing a 10% benefit to the final valuation number.
 - Additional preference will be given to projects that leverage other government funding or provide evidence of support from local climate initiatives.

Project Design Eligibility Requirements: DAC-GT

1. Neither the Project's nameplate capacity nor the offer's Contract Capacity may be less than 500 kW or greater than 20 MW. All projects, regardless of size shall be in front of the meter.

⁷ D.18-06-027 also directs the IOUs to include 22 census tracts in the highest 5 percent of CalEnviroScreen's pollution burden that do not have an overall CalEnviroScreen score. Only one of these census tracts is within PG&E service territory and is included in Appendix H.

⁸ As defined in Decision 18-06-027, page 76: A non-profit community-based organization or local government entity, including Community Choice Aggregators, "sponsoring" a project on behalf of residents.

⁹ D. 18-12-015 provided that CS-GT projects in any of the eleven San Joaquin Valley pilot communities can be within a 40-mile radius of the SJV pilot communities they serve, rather than within a 5-mile radius, even if not in a top 25% DAC.

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2. Projects must be located within a top 25% CalEnviroScreen 3.0 designated census tract identified in Appendix H.¹⁰

Project Viability Eligibility Requirements

1. Interconnection

In order to participate in this RFO, Participants must have an executed Interconnection Agreement, a completed Phase II Interconnection Study¹¹ (or equivalent¹²), or documentation showing that the Project passed the Distribution Provider or CAISO Fast Track screens¹³ at the time of offer submittal.

Participants that offer in to the RFO must remain active in the applicable Interconnection queue until the Project’s required Network Upgrades have been completed. Participants must submit the applicable Interconnection Study with any applicable appendices with the offer. If an Interconnection Agreement for the Project exists, it should be submitted along with the most recent Interconnection Studies.

Participants offering fully or partially deliverable resources must provide documentation that the Project has received the Full Capacity Deliverability Status (“FCDS”) or Partial Capacity Deliverability Status (“PCDS”) or provide documentation that the project is in the process of obtaining that deliverability, including any submitted requests for deliverability to the CAISO. The Participant must provide evidence of at least one of the following:

- a) An executed Interconnection Agreement or Amendment to an Interconnection Agreement that reflects the offered deliverability status¹⁴;
- b) Application for deliverability with a **completed** Deliverability Study (i.e., Phase II study or equivalent) with a deliverability status that matches the offer;
- c) A **completed** Deliverability Assessment in the annual process that indicates that the Project is deliverable pursuant to ISO Tariff Section 9.2 of Appendix DD; or
- d) Documentation that the Project has **received** deliverability through the CAISO’s Deliverability for Distribution pursuant to ISO Tariff Section 40.4.6.3.

¹⁰ See footnote 6.

¹¹ Passing of an Electrical Independence Test is not sufficient unless the Project has a completed Phase II interconnection study or equivalent

¹² For example, a Facilities Study.

¹³ Submission of an Interconnection Request into a Fast Track process is not sufficient unless the project has passed the Fast Track screens or has a completed study equivalent to a Phase II interconnection study.

¹⁴ Where the Interconnection Agreement does not reflect the Deliverability offered, the Participant must provide additional documentation from the CAISO verifying the deliverability

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Providing documentation that an application or request for FCDS or PCDS has been submitted through any CAISO annual process is **not** sufficient **unless** there is a finding of deliverability at the time of offer submittal. Projects offered in as fully-deliverable must be fully deliverable by the date of deliverability designated in the offer and need not be fully deliverable as of Commercial Operation.

In addition, projects must provide an acknowledgment that they understand they will be in default under the PPA if the CAISO does not act as expected and they miss their online date after excused delays. For further information, refer to Section 12 of the CAISO Business Practice Manual (BPM) for Generator Management.¹⁵

Projects must obtain a wholesale interconnection agreement under FERC jurisdiction prior to operation. Note that Electric Rule No. 21 is not under FERC jurisdiction and does not result in a wholesale interconnection agreement under FERC jurisdiction. Wholesale procedures, both the CAISO and PG&E Wholesale Distribution Tariff Generation Interconnection Procedures, can also be viewed on the PG&E website at: <http://www.pge.com/wholesale/>.

2. Site Control

Participants must provide evidence that they have secured site control for the entire Delivery Term of their Project as part of their offers (e.g. lease with redacted price terms). Examples of site control include: (1) ownership of the Site, a leasehold interest, or a right to develop a Site for the purpose of constructing a generating facility; (2) an option to purchase or acquire a leasehold site for purposes of constructing a generating facility; and (3) any other business relationship that, in the sole discretion of PG&E, amounts to the same right to develop property as provided in examples (1) or (2) above, between the Participant and another entity that has the right to sell, lease, or grant the right to possess or occupy the Site for such a purpose.

Please note that these site control requirements may differ from those required in the interconnection process to achieve a deemed complete status.

3. Experience

A minimum level of developer experience is required for participation in this solicitation. Specifically, the Participant and/or a member of Participant's project development team must have completed at least one other project of similar technology and capacity. Developer experience documentation is required as part of offer submittal as outlined in the Required Forms section of this document.

Qualified Participant and/or member must have had direct involvement in

¹⁵ <http://bpmcm.caiso.com/Pages/BPMDetails.aspx?BPM=Generator%20Management>

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management and/or development in engineering, construction, or interconnection on completed project of similar technology and capacity.

Participation in Other Procurement Programs

Neither the Participant nor the owner of the Site may sell any Product from the Project, either currently or at any time during the term of the PPA, pursuant to the California Solar Initiative Program (“CSI”) or the Net Energy Metering tariff.

Participation in Future Solicitations

A Participant may submit offers for a Project in a future solicitation notwithstanding the Participant’s withdrawal of the Project’s offer from this RFO prior to the execution of a PPA.

IV. Evaluation Criteria

Once Participants have met the eligibility requirements set forth in Section III, above, PG&E will use the evaluation criteria discussed in this section as the factors in selecting offers.

Least Cost Best Fit

PG&E will evaluate and select eligible offers based on least cost best fit (LCBF)¹⁶ criteria, which includes Market Valuation, Transmission Network Upgrade Costs and Portfolio Adjusted Value (“PAV”).

Each offer will be assessed on each of the criteria described in this section.

A. Market Valuation

Market Valuation compares an offer’s costs to its market value. Pursuant to D.12-11-016, NMV is calculated for each Offer as follows:

Net Market Value: $R = (E+C)-(P+T+G+I)$

Adjusted Net Market Value: $A = R+S$

¹⁶ Appendix G from the 2019 Draft Renewable Portfolio Standard Plan outlines a complete and detailed description of PG&E’s Least Cost Best Fit Evaluation Criteria.

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Where:

E = Energy Value

C = Capacity Value

P = Post-Time-Of-Delivery (TOD) Adjusted Power Purchase Agreement (PPA) Price¹⁷

T = Transmission Network Upgrade Cost

G = Congestion Cost

I = Integration Costs¹⁸

S = Ancillary Service Value

The risks and uncertainties associated with an offer's costs and benefits will be considered as part of Market Valuation. These costs and benefits do not include the costs and benefits associated with an offer's impact on PG&E's portfolio.

1. Energy Value

PG&E will assess the market value of the energy deliveries based on the hourly generation profile of the offer, Initial Energy Delivery Date, Delivery Term of the Transaction, and delivery location. The market value of the energy will be based on the appropriate forward price curves for the corresponding Trading Hub. The Loss multipliers will be used to incorporate losses specific for the location. With Buyer Curtailment, the energy value will include the expected value of Buyer Curtailments for avoiding (presumably negative) wholesale market spot price for the generation from the Project.

2. Capacity Value

The value of capacity associated with each offer will be determined based on the projected monthly quantity of qualifying capacity. Resources with an expected finding of full capacity deliverability from the CAISO will be attributed the full capacity value. PG&E will assume that new resources achieve full or partial capacity deliverability status on the date of date of the deliverability stated in the offer, with the applicable RA benefit included from this date through the remaining term. To the extent that an offer provides flexible capacity, the capacity that is expected to count for flexible RA will be evaluated at the projected monthly premium for flexible RA and added to the Capacity Benefit. It will be assumed that the qualifying capacity is zero for energy-only deliveries.

3. Ancillary Services

Ancillary Services (A/S) value will be assessed based on the A/S capability of the offer. For offers that provide PG&E the ability to schedule A/S and receive market revenues, the incremental benefit of having A/S capability will be captured; however, to avoid double counting capacity value, the capacity that is providing A/S will not be counted towards providing energy value.

¹⁷ Post TOD Adjustment factor is assumed to be one for any contracts signed after 1/1/2019.

¹⁸ Integration Costs are assumed to be zero for baseload resources.

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4. Post-Time-Of-Delivery (TOD) Adjusted Power Purchase Agreement (PPA) Price

PG&E will calculate the Post-TOD Adjusted PPA Price, including debt equivalence costs, based on the hourly generation profile of the offer, Initial Energy Delivery Date, Delivery Term of the Transaction, and the offers contract price. For Dispatchable products, fixed payment calculated from the fixed capacity and offer's fixed capacity price (\$/kW-yr) under the offer will also be added to the Post-TOD Adjusted PPA price after being levelized by the energy quantity.

5. Transmission Network Upgrade Cost

PG&E will use results from Participants' Interconnection Studies to calculate the Transmission Network Upgrade Cost adder. The refundable portion of the costs of Network Upgrades are included in transmission rates and paid by customers. Transmission cost adders reflect the cost of incremental, refundable Network Upgrades borne by customers. For projects that are fully deliverable, PG&E will consider the refundable portion of both Reliability and Delivery Network Upgrades. For energy-only Projects, PG&E will consider only the refundable portion of Reliability Network Upgrades when calculating a transmission adder.

6. Congestion Cost

Congestion cost will be calculated based on the hourly generation profile of the Offer, initial energy delivery date, delivery term of the Transaction, and delivery location. The Congestion Cost will be positive if the project is located in an area where the transmission lines are constrained due to serving loads outside of the area from the generation within the area. The Congestion Cost will be negative if the project is located in an area where the transmission lines are constrained due to serving loads within the area from the generation outside of the area. Congestion Cost multipliers will be used to incorporate congestion costs specific for the location.

B. Portfolio Adjusted Value

a. RPS Portfolio Need

PAV will take into consideration RPS Portfolio Need, which is based on the REC value adjusted for PG&E's year of need.

San Joaquin Valley

PG&E will also consider projects located in eligible San Joaquin Valley pilot communities as eligible to participate in DAC and will give priority to these projects in the selection process. There is no specific target for San Joaquin Valley projects in this solicitation and PG&E reserves the right to not procure any projects from this category.

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Any projects selected from the San Joaquin Valley communities will count towards the 14.20 MW target for the CS-GT program.

Supply Chain Responsibility

PG&E is committed to supply chain responsibility which includes supplier diversity, sustainability, and ethical supply chain practices.

Promoting an ethical supply chain means that Health and Safety, Labor Issues, Human Rights, Ethical Business Conduct and Conflicts of Interest are important considerations in supplier selection. PG&E will determine how an offer will assist PG&E in reaching its enterprise-wide supply chain responsibility goals.

It is the policy of PG&E that Diverse Business Enterprises (“DBE”) such as Women-, Minority- and Service Disabled Veteran-owned Business Enterprises (“WMDVBE”) and Lesbian, Gay, Bisexual, and Transgender-owned Business Enterprises (“LGBT”) shall have the maximum practicable opportunity to participate in the performance of Agreements resulting from this Solicitation. PG&E encourages Participants to carry out PG&E’s policy and contribute to PG&E’s supplier diversity goal. If Participant is selected and an Agreement is negotiated, the Agreement will include a requirement to make good faith efforts toward meeting the contracted supplier diversity target, and successful participant(s) will be expected to report payments made to DBEs to support the project upon request but no less than annually.

V. Guidelines for Offer Development

Price

Participants must submit with their Offer their best and final price using the Energy Pricing Sheet of the Offer Form in Appendix A to this solicitation. PG&E will not consider updated or “refreshed” price offers submitted after the offer submittal deadline. The Product price must be stated in annual \$/MWh and may be escalated over the term of the PPA. Product quantities can vary annually to reflect degradation of the facility, if applicable.

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

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

PPA Terms and Conditions

PG&E strongly encourages all Participants to review the form PPA and expects all Participants to be able to perform ALL obligations under the PPA.

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

The terms and conditions of the form PPA are non-negotiable. All project-specific information should be included in the Cover Sheet.

The Delivery Term of any executed PPA will be 10, 15, or 20 years, which will commence on the Initial Energy Delivery Date.

The PPA requires PG&E's counterparty to submit a project development milestone timeline (Section B in the Cover Sheet of the PPA) upon execution of the PPA and to provide progress reports to PG&E (as outlined in Section 3.9(a)(vii) and 3.9(a)(viii) in the PPA) on the Project's progress towards the achievement of the development milestones until the project begins energy deliveries.

For Projects being offered as fully or partially deliverable, the PPA includes an estimate of when full or partial capacity deliverability status will be attained. Seller is contractually bound by the estimate. If Seller has not achieved full or partial capacity deliverability status consistent with that in the offer by the designated time, then the Seller will be subject to contractual penalties.

The PPA requires a Participant to post collateral in the form of cash or letter of credit from a reputable U.S. bank in the following amounts and by the time discussed below:

Project Development Security

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

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

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Delivery Term Security

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

DAC-GT Projects with a Contract Capacity greater than three (3) MW: five percent (5%) of expected total Project revenues as a condition precedent to the Initial Energy Delivery Date, until the end of the Term.

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

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

VI. Information Regarding Interconnection to PG&E's Electric System and Interconnection Screens

Many factors influence the feasibility and cost of interconnecting generating facility systems to an electric system. These factors include, but are not necessarily limited to, the size and type of the system, substation and circuit load and capability, voltage regulation and voltage flicker. In an effort to assist developers in selecting and/or evaluating potential sites for their Projects and in accordance with the RAM Decision, PG&E has created a web-based map¹⁹ that provides an extensive amount of substation and circuit information. This map and supporting documentation allows developers to determine, among other information, the available capacity of any particular distribution or transmission circuit on PG&E's service territory, defined as the total capacity less allocated capacity. For security purposes, access to the map requires registration with PG&E.

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

¹⁹ https://www.pge.com/en_US/for-our-business-partners/distribution-resource-planning/distribution-resource-planning-data-portal.page

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Electric Generation Interconnection Services

Sellers are responsible for understanding the relevant interconnection procedures and ensuring they can interconnect within the mandated timelines.

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

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

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

VII. Required Information

Submission Overview

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

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

<https://www.poweradvocate.com/pR.do?okey=94899&pubEvent=true>

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

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

Required Forms

PG&E reserves the right to reject an offer as ineligible for failure to submit a complete offer package at the time of offer submittal. Offer submissions that are missing any of the required documents outlined in this section will not be accepted.

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The following documents, which are located in the Appendices to this solicitation, must be completed and included with each offer:

1. **Completed Offer Form and Supply Chain Responsibility Form (Appendix A to this solicitation).** Participant must provide a complete Offer form. Provide all applicable information requested in the form and include the Project's expected generation profile, CAISO or utility cost estimate for the needed network upgrade costs. Participant must also include the interconnection queue position, and if any, applicable plans to engage in activities that support PG&E's supply chain responsibility goals on the Offer form. Format: MS Excel

NOTE: Only correction of clear administrative errors will be allowable to this Offer Form after it is submitted. PG&E reserves the right to reject an offer if the Offer Form has a substantial number of errors.

2. **A Completed PPA Cover Sheet (Appendix B to this solicitation).** Provide all applicable information requested. Other mark-ups are not permitted and will result in rejection of the offer. Format: MS Word
3. **A Completed PPA Appendix XIII of the PPA.** This appendix includes spaces for all of the project specifications. Other mark-ups, including removal of text are not permitted and will result in rejection of the Offer. Format: MS Word.
4. **Site Control Questionnaire and Attestation (Appendix C to this solicitation).** Participant must provide evidence that they have secured site control for the entire delivery term of their project (e.g. lease with redacted price terms). In addition, participant must attest to site control and provide a map showing site location and key project facilities. The map should show the project boundary and gen-tie route from the project to the first point of interconnection with the electric grid. The map should be provided in one of the following file formats: (1) Google kml/kmz, (2) ESRI geodatabase (mdb or .gdb) (3) a shapefile with file extension .shp plus at least the 3 supporting files (.shx, .dbf, .sbn). Format: PDF and Applicable GIS data file format
5. **Acknowledgement and Commitment of Site Owner Letter (Appendix D to this solicitation).** **This only applies to projects that are 5 MW or less.** The owner of the site on which Participant's Project is proposed to be located must attest to familiarity with NEM alternatives, as applicable. The Participant and the owner of the site must also commit not to sell Product from the Project under this program alternative throughout the term of the PPA, if executed. Format: PDF
6. **Developer Experience (Appendix E to this solicitation).** Participants must outline the work of at least one member of the project development team whose experience reflects a project of similar technology and capacity. Specific role and contribution of that team member on the submitted project should be included in the form, including links to project information. Format: PDF

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7. **Sponsor Letter of Commitment: applies to CS-GT projects only.** Participants must include a letter of commitment from a sponsor that includes:
 - Demonstration of substantial interest of community members in subscribing to a project
 - Estimated number of subscribers, with justification to ensure project is sized to demand and meeting 50% low-income customer requirement.
 - Preliminary plan to conduct outreach and recruit subscribers
 - Siting preferences, including community-suggested host sites, and verification that the site chosen is consistent with community preference.
8. **Workforce Development Plan Attestation: applies to CS-GT projects only (Appendix F to this solicitation)** An attestation which includes a detailed plan on how local workforce development and job training will be utilized in the development and construction phase of the project is a requirement as part of offer submission.
9. Documentation of company organizational structure is a requirement for submission with all Offers.
10. **Interconnection Studies.** Participants must have an executed Interconnection Agreement, a completed Phase II interconnection study²⁰ (or equivalent²¹), or documentation showing that the Project passed the Distribution Provider or CAISO Fast Track screens²² at the time of offer submittal. Format: PDF.

Participants offering fully or partially deliverable resource must provide documentation that the Project has received the FCDS or PCDS or provide documentation that the project is in the process of obtaining that deliverability, including any submitted requests for deliverability to the CAISO. The Participant must provide evidence of at least one of the following:

- a) An executed Interconnection Agreement or Amendment to an Interconnection Agreement that reflects the offered deliverability status²³;
- b) Application for deliverability with a **completed** deliverability study (i.e., Phase II study or equivalent) with a deliverability status that matches the Offer;
- c) A **completed** deliverability assessment in the annual process that indicates that the project is deliverable pursuant to ISO Tariff Section 9.2 of Appendix DD; or

²⁰ Passing of an Electrical Independence Test is not sufficient unless the Project has a completed Phase II interconnection study or equivalent.

²¹ For example, a Facilities Study.

²² *Submission* of an Interconnection Request into a Fast Track process is not sufficient unless the project has *passed* the Fast Track screens or has a completed study equivalent to a Phase II interconnection study.

²³ Where the Interconnection Agreement does not reflect the Deliverability offered, the Participant must provide additional documentation from the CAISO verifying the deliverability

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- d) Documentation that the Project has **received** deliverability through the CAISO's Deliverability for Distribution pursuant to ISO Tariff Section 40.4.6.3.

Providing documentation that an application or request for FCDS or PCDS has been submitted through any CAISO annual process is **not** sufficient **unless** there is a finding of deliverability at the time of offer submittal. Projects offered in as fully-deliverable must be fully deliverable by the date of deliverability designated in the offer and need not be fully deliverable as of commercial operation.

Projects offering as energy-only do not have to provide any deliverability studies.

VIII. Offer Selection

PG&E will select offers according to the evaluation criteria described in Section IV and plans to notify selected Participants by e-mail according to the schedule described above.

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

IX. Regulation

Confidentiality

By participating in the RFO, each Participant acknowledges and expressly authorizes PG&E to publicly disclose the following information as required by the Commission RAM Decision²⁴: (1) names of the companies that submitted Offers into PG&E's RFO; (2) number of Offers received by each company; (3) number of Offers received and shortlisted by PG&E; (4) Project size; (5) participating technologies; (6) the number of Projects which passed the project viability screen; (7) location of offers by county level shown in a map format; and (8) the progression of each executed contract's project development milestones.

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

All information and documents in Participant's offer clearly identified and marked by Participant as "Proprietary and Confidential" on each page on which confidential

²⁴ D. 10-12-048

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information appears, shall be considered confidential information. PG&E shall not disclose such confidential information and documents to any third parties except for PG&E's employees, agents, counsel, accountants, advisors, or contractors who have a need to know such information and have agreed to keep such information confidential and except as provided otherwise in this section. In addition, Participant's offer will be disclosed to the Independent Evaluator ("IE").

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

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

Note that DAC Projects with executed PPAs are subject to release of production data related to the amount of MWh produced by the Project in aggregate form of 3 or more projects on an annual basis.

Changes to RFO

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

X. Communications

PG&E has established the DAC RFO website at <http://www.pge.com/dacrfo> where all RFO documents, information, announcements and Q&As will be posted and available to Participants.

To promote accuracy and consistency of the information provided to all Participants, PG&E encourages Participants to submit any inquiries via e-mail directed to

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DACprocurement@pge.com. 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 responses on its website. PG&E may, in its sole discretion, decline to respond to any email or other inquiry without liability or responsibility.

Any exchange of material information regarding this RFO between Participant and PG&E must be submitted to both PG&E and the IE. The IE for this RFO is still to be determined.

PG&E may elect to respond to inquiries or comments by individual Participants concerning purely procedural or administrative matters but may also decline to do so in its sole discretion without liability or responsibility.

XI. Submission of Signed PPAs

Within seven (7) calendar days of Offer selection, Participants that wish to continue in this RFO must submit a signed PPA and required documentation for each selected Project meeting all RFO conditions via the Power Advocate on-line platform.

XII. Procurement Review Group Review

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

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

XIII. Regulatory Approval

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

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

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

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Protocol (“Waived Claims”). The assertion of any Waived Claims by Participant may, to the extent that Participant’s offer has not already been disqualified, automatically disqualify such offer from further consideration in the Solicitation or otherwise.

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

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

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

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

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

XV. Termination of the RFO-Related Matters

PG&E reserves the right at any time, in its sole discretion, to terminate the RFO for any

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

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

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

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

XVI. Participant's Representations and Warranties

Breach by any Participant of the representations and warranties of the RFO Attachments is, in addition to any other remedies that may be available to PG&E under applicable law, grounds for immediate disqualification of such Participant from participation in the RFO, and depending on the nature or severity of the breach, may also be grounds for terminating the RFO in its entirety.