



# Renewable Auction Mechanism (RAM) Request for Offers

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## I. Overview

### Overview

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Pacific Gas and Electric Company (“PG&E”) is issuing its Sixth Renewable Auction Mechanism (RAM 6) Program Request for Offers (“RFO”). This RFO will be a joint solicitation to meet both its Renewable Auction Mechanism (“RAM”) and Green Tariff Shared Renewables (“GTSR”) obligations. This protocol outlines the parameters governing the joint solicitation.

The RAM portion of this solicitation is governed by Commission Decision (“D.”) 14-11-042 (the “RAM Decision”). The Green Tariff Shared Renewables (GTSR) (also referred to as Community Solar Choice (CSC) by PG&E) portion of this solicitation is governed by D.15-01-051 (the “GTSR Decision”).

PG&E seeks Offers for the sale of Product<sup>1</sup> for a contract term of 10, 15, or 20 years. Except as noted in the RAM 6/GTSR PPA (“PPA”)<sup>2</sup> at Appendix B to this solicitation, the Project must be commercially operational no later than 24 months following final and non-appealable CPUC approval of the PPA associated with the Project.

The solicitations for all three Investor Owned Utilities (“IOUs”) will be conducted simultaneously. An entity submitting a bid into this RFO (a “Participant”) may bid into all three IOU’s solicitations. However, if PG&E notifies a Participant its Offer has been selected, the Participant must submit a signed PPA and provide all required documentation as shown in Appendix VIII to the PPA to PG&E within 10 calendar days of selection notification and withdraw from the other RFOs. PG&E reserves the ability to place some Offers on a waiting list to account for the potential that some selected Offers could be withdrawn prior to submission of signed PPA.

Unless otherwise noted, all information contained in this Protocol is applicable to both RAM and GTSR Projects.

### Schedule

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<sup>1</sup> Product means the electricity generated by a Project (the eligible renewable energy resource described in an Offer, together with all capacity and ancillary products, services or attributes which can be produced by or associated with the Project, and any other attributes required by the California Public Utilities Commission (“CPUC”) and/or the California Energy Commission (“CEC”) to count the electricity toward PG&E’s Renewable Portfolio Standard (“RPS”) requirements.

<sup>2</sup> All references to PPA in this Protocol refer to the RAM 6 PPA that will be used for any project participating in this solicitation, regardless if a project is awarded a PPA under the “RAM” or “GTSR” portion of this solicitation.

## 1. Schedule Overview

The RAM Decision requires that the three IOUs hold their RAM auctions simultaneously. The final RFO schedule is subject to change to conform to any CPUC requirement and otherwise at the discretion of PG&E at any time. PG&E will endeavor to notify Participants of any schedule change via notification on PG&E's RAM RFO Website.<sup>3</sup>

As further described below, Participants may register at PG&E's RFO website to receive notice of these and other RFO 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 expected schedule for this RFO is (all times are in Pacific Prevailing Time ("PPT")):

<b>Date/Time<sup>4</sup></b>	<b>Event</b>
Ongoing	Participants may register online to receive notices regarding the RFO.
July 7, 2015	PG&E issues the RFO.
July 14, 2015	Bidders' Conference for RFO (via webinar).
August 21, 2015 no later than 12:00 P.M.	Offers Due. Offer(s) must be submitted to the online platform at Power Advocate. All Projects must provide a completed Phase I or equivalent interconnection study with applicable appendices or showing that the project passed the WDAT/WDT or CAISO Fast Track screens. Projects must have a queue position and remain in the queue. Offer evaluation begins.
October 30, 2015	PG&E selects offers. PG&E notifies Selected Participants and any Waitlisted Participants.
November 4, 2015	Primary and Waitlisted Participants that wish to continue in PG&E's RFO must return required documentation.
November 5-10, 2015	Waitlisted Participants are notified. As described in Section VIII of this Protocol, once RAM volumes have been filled, Projects next in line that qualify for the GTSR program may be offered a PPA for the GTSR program.
November 10, 2015 no later than 1:00 P.M.	Submittal of Signed PPA. Selected Participants that wish to continue participation in PG&E's RFO must return a signed PPA and required documentation as shown in Appendix VIII of the PPA via Power Advocate.
November 17, 2015 no later than 1:00 P.M.	Selected Waitlisted Participants that wish to continue participation in PG&E's RFO must return a signed PPA with required documentation as shown in Appendix VIII of the PPA via Power Advocate.
December 15, 2015	PG&E executes PPAs.

<sup>3</sup> <http://www.pge.com/rfo/RAM>

<sup>4</sup> Dates after the October 30 notification date are subject to change.

Date/Time <sup>4</sup>	Event
January 15, 2016	Advice Letter Filing for executed PPAs.

## 2. RFO Process

- a. Registration. Participants may register online to receive announcements and updates about this RFO. Go to the RAM RFO Website and click on RFO Bidder Registration. Alternatively, go directly to [www.pge.com/rfo](http://www.pge.com/rfo).
- b. Bidders' Webinar. PG&E will hold a Bidders' Webinar to review key Protocol and PPA items related to this solicitation.
- c. Offers Due. Participant's Offer must be submitted via 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.
- d. PG&E Selects Offers. Participants whose Offers have been selected will be notified via email. PG&E will select Offers within each Product Category described below 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 order of priority should any selected Offers fail to complete the RFO process.
- e. Submittal of Signed PPA. Participants with selected Offers must submit a signed PPA with all required documentation in accordance with the timeline described above. If a Participant fails to submit a signed PPA with required documentation for one or more Selected Offers as described above, 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 described above.
- f. Execution and Regulatory Approval. Once PG&E has fully executed each of the PPAs resulting from this RFO, it will submit all such PPAs to the CPUC for approval via a Tier 2 advice filing.

### 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 bases that an Offer is the result of market manipulation or is not cost competitive or any other reason; (b) modify this RFO with the approval of the CPUC, 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.

## II. RFO Goals

PG&E is seeking to procure 187 MW in this solicitation, broken down as follows:

Source	Baseload	Off-Peak	On-Peak	Total
<b>New Procurement<sup>5</sup></b>	10.0	12.0	10.0	32.0
<b>PV Program Rollover<sup>6</sup></b>	0.0	0.0	105.0	105.0
<b>GTSR Program<sup>7</sup></b>	0.0	0.0	50.0 <sup>8</sup>	50.0
<b>TOTAL</b>	<b>10.0</b>	<b>12.0</b>	<b>165.0</b>	<b>187.0</b>

PG&E may procure up to 20 MW more or less in each product category for the New Procurement and PV Program Rollover volumes, and no more than 152.0 MW in total for those two line items. As authorized in the GTSR Decision, PG&E will procure a minimum of 50 MW and a maximum of 68 MW. The 50 MW minimum and 68 MW maximum will include any procurement related to the City of Davis reservation.

In addition to the product definitions set forth in the PPA, and without implying any amendment to those product definitions, Products from RAM Projects must fall within one, and only one, of the following Product Category definitions:

<sup>5</sup> D.14-11-042, Pg. 103

<sup>6</sup> D.14-11-042, OP 32

<sup>7</sup> D.15-01-051, Section 4.2.4

<sup>8</sup> Up to 8.3 MW of the 50 MW that PG&E is seeking to procure for the GTSR program can come from Environmental Justice (EJ) Projects and Projects located in Community Project locations. PG&E submitted a list of EJ census tracts that it is seeking to procure projects as part of its supplemental Procurement Advice Letter filed on March 25, 2015.

- “Baseload” Projects will have a generation profile demonstrating an annual capacity factor of 80% or greater (e.g., geothermal/biomass).
- “As-Available Non-Peaking” Projects will have a generation profile demonstrating intermittent energy delivery with an annual capacity factor of 80% or less and less than 95% of the expected output in the peak<sup>9</sup> and shoulder<sup>10</sup> periods (e.g., wind).
- “As-Available Peaking” Projects will have a generation profile demonstrating intermittent energy delivery with an annual capacity factor of 80% or less and 95% or more of the expected output generated in the peak and shoulder periods (e.g., solar).

Products from GTSR projects can only come from the “As-Available Peaking” Product Category.

Additionally, as more particularly described in the PPA, each Offer should be identified as a full buy/sale transaction or an excess sales transaction, as follows:

- “Full buy/sale” transaction means 100% of the energy production, net of station use, is sold by the generator to PG&E.
- “Excess sales” transaction means that the output from the Project serves the generating facility’s own on-site load first and then sells the remaining energy production to PG&E.

Given the requirements that the RAM and GTSR projects must achieve commercial operation within 24 months of CPUC approval, it would be expected that a project selected from this RFO would achieve commercial operation by approximately February 2018.

### III. Eligibility

PG&E is seeking Products that meet the specific eligibility requirements below. The Participant’s Offer must demonstrate that the Project meets each of the items in this Section III for either the RAM or GTSR program. PG&E will not be entertaining any storage related offers in this solicitation and will select from eligible Offers only.

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

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<sup>9</sup> **Peak** = hours ending 16-21 (Pacific Prevailing Time (PPT)) all days in the applicable Monthly Period.

<sup>10</sup> **Shoulder** = hours ending 7 - 15, all days in the applicable Monthly Period.



### **Project Design Eligibility Requirements: RAM**

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1. Existing and new generation facilities are eligible. An existing generating facility must be certified as an eligible renewable resource (“ERR”).<sup>11</sup> PG&E encourages new resources to apply for pre-certification.
2. Existing facilities may participate providing that, if the project is currently under contract, the existing contract is scheduled to expire within 24 months of the expected date of Commission approval of the PPA. For this RFO, the existing contract must expire by February 2018.<sup>12</sup>
3. The Project must interconnect within the electric distribution or transmission system of PG&E, SCE, or SDG&E.
4. Neither the Project’s nameplate capacity nor the Offer’s contract capacity may be greater than 20 MW. The contract capacity must be greater than 3 MW.

### **Project Design Eligibility Requirements: GTSR**

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1. Only new solar generation facilities are eligible. PG&E encourages new resources to apply for pre-certification as an Eligible Renewable Resource.
2. The Project must interconnect within the electric distribution or transmission system of PG&E.
3. The contract capacity must be equal to or greater than 0.5 MW. Neither the Project’s nameplate capacity nor the Offer’s contract capacity may be greater than 20 MW. For Environmental Justice (“EJ”) Projects, neither the Project’s nameplate capacity nor the Offer’s contract capacity may be greater than 1 MW.
4. Community Project: Project must be located within the city limit of the list of cities identified in Appendix B to this Protocol.
5. EJ Project: Project must be located within a census tract identified in PG&E’s March 25, 2015 supplemental filing to the Procurement Advice Letter filing (Advice 4593-E).

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<sup>11</sup> The CEC is responsible for certifying ERRs for purposes of compliance with the RPS program. The CEC has published Guidebooks to explain its criteria for RPS eligibility and process for ERR certification. The CEC’s “Renewable Portfolio Standard Eligibility Guidebook” 7<sup>th</sup> Edition publication number CEC-300-2010-007-CMF, January edition, is available at: <http://www.energy.ca.gov/renewables/documents/>.

<sup>12</sup> Although subject to change, PG&E expects to file the Advice Letter requesting approval of the PPAs on January 15, 2016 and receive approval 30 days later. PPA approval will be final following a 10 day appeal period.

## Project Viability Eligibility Requirements

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### 1. Interconnection

In order to participate in this RFO, Participants must have completed a System Impact Study, a Phase I interconnection study (or equivalent), or have documentation showing that the Project passed the WDT or CAISO Fast Track screens at the time of Offer submittal. Projects bidding into the GTSR Community Project category are exempt from this requirement. Participants offering GTSR Community Projects are highly encouraged to submit documentation that they are in the process of attaining these studies if they do not have one at time of submittal.

Participants that bid 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.

PG&E is accepting offers for projects with Full Capacity Deliverability Status ("FCDS"), Partial Capacity Deliverability Status ("PCDS"), and energy-only ("EO") status.

A project that bids its resource as FCDS or PCDS must have:

- a) applied for deliverability and have a completed deliverability study (i.e., Phase 1 study or equivalent) with a deliverability status that matches the Offer;
- b) have completed a deliverability assessment in the annual process that indicates that the project is deliverable pursuant to ISO Tariff Section 9.2 of Appendix DD; or
- c) have 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. Resources that have successfully applied and received FCDS or PCDS through any CAISO annual process must provide evidence of this designation, otherwise they will be treated as energy-only. Projects bid 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 bidding as energy-only do not have to pursue any deliverability studies.

Repowering projects (applicable to RAM only) must provide an attestation that their plans can be accommodated under the existing interconnection agreement, or that they have received their completed Phase I studies for any increased capacity at the time of offer submittal. *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 7 of the CAISO Business Practice Manual (BPM) for Generator Management.<sup>13</sup>

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 attest that they have secured site control for the entire delivery term of their Project as part of their Offers. Requirements to demonstrate such site control are detailed in Appendix C to this solicitation. 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 either completed or begun construction of at least one other project of similar technology and capacity. PG&E considers a project to have begun construction if the developer has issued a full notice to proceed to its EPC contractor.

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<sup>13</sup> <http://bpmcm.caiso.com/Pages/BPMDetails.aspx?BPM=Generator%20Management>

#### 4. Commercialized Technology

The Participant must show that the Project employs technology currently in use at a minimum of two operating facilities of similar capacity worldwide.

#### 5. Commencement of Commercial Operation Deadline

The Project must be able to begin commercial operation within 24 months of CPUC final and non-appealable approval of the associated PPA, subject to a six-month extension for the specific reasons described in the PPA. Sellers can request 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.

### 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. For projects up to 5 MW, the owner of the site will be required to sign the letter, attached here as Appendix D to this solicitation, acknowledging familiarity with CSI and NEM and committing to the limitation on participation noted above.

### 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. Additionally, Offers that are not selected in this RFO may be bid again into future solicitations.

## 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 Section IV as the factors in selecting Offers.

In this solicitation, PG&E will be entertaining offers in the following categories:

- **Main:** All RAM eligible Projects and all GTSR eligible Projects that do not qualify as a Community Project or Environmental Justice Project.
- **Community Project:** All Projects that are eligible as a Community Project.
- **Environmental Justice:** All Projects that are qualify as an Environmental Justice

## Projects.

As part of its advanced procurement for the GTSR program, PG&E has established a category of the solicitation (**Community Project**) to encourage projects to be located close to load. For a project to be eligible for this category, it must be sited within the boundaries of a city in PG&E's service area that has a population of at least 50,000 people, according to most recently available US Census data. Cities exclusively served by municipal utilities are excluded. PG&E's assessment of all cities which meet this criteria are listed in Appendix B of this Protocol, identified according to three specific subcategories of Community Projects.

Unless specifically identified otherwise, all other eligibility criteria for GTSR Projects outlined in Section III also applies to Community Projects.

A Project is eligible to participate as an **Environmental Justice Project** if it is in the list of EJ census tracts that PG&E identified as part of its supplemental Procurement Advice Letter (Advice 4593-E) filed on March 25, 2015.

## Cost

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PG&E will evaluate and select eligible Offers based on levelized Product cost ("Total Cost") per megawatt hour (\$/MWh) using PG&E's CPUC-authorized after tax weighted average cost of capital of 7.0 percent. Offers will be ranked in order of Total Cost, which will include the estimated transmission network upgrade costs from the most recent interconnection studies or interconnection agreement. Projects bidding into the GTSR Community Project category will not have this cost included in the evaluation since they are not required to have a study to bid into the solicitation.

For energy-only projects, PG&E will consider the reliability network upgrades only. For projects bidding as fully or partially deliverable, PG&E will consider the reliability network upgrades and deliverability network upgrades, along with the project's resource adequacy ("RA") value.

PG&E reserves the right to reject Offers if they are uncompetitive with other options, including offers received in other PG&E non-RAM solicitations, or if there is evidence of market manipulation.

## Resource Adequacy Benefit

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For Projects that provide full or partial deliverability, PG&E will assume that new resources achieve full or partial capacity deliverability status on the date of the deliverability stated in the Offer, and the applicable RA benefit will be included from this date through the remaining term.

As described in Resolution E-4489, PG&E will evaluate the capacity benefits of a proposal by applying the monthly Net Qualifying Capacity (“NQC”) to PG&E’s forecast of avoided capacity costs. Due to the RA capacity constraint that currently exists on projects that are located in SP15, PG&E currently discounts the capacity value of SP15 resources and is expected to assign different values to projects that have delivery points located in NP15 versus SP15. This constraint may change in the future.

### **Supplier Diversity**

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It is the policy of PG&E that Women-, Minority-, service Disabled Veteran-, and Lesbian, Gay, Bisexual and/or Transgender-owned Business Enterprises, as verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156 (“WMDVLBE”) shall have the maximum practicable opportunity to participate in this RFO and other competitive solicitations. PG&E will evaluate each offer and how it contributes to PG&E’s supplier diversity goals. The supplier diversity evaluation will take into account the Participant’s status as a WMDVLBE and/or intent to subcontract to WMDVLBEs. Offers must include documentation of the Participant’s WMDVLBE status in the offer form provided at Appendix A to this solicitation. The PPA has been updated to require compliance with PG&E’s Supplier Diversity program and periodic reporting on diverse spend.

### **Seller Concentration**

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PG&E is not limiting the number of Offers submitted by a single Participant. However, to ensure that the market for Products sought in this RFO remains competitive, PG&E may cap the amount awarded in this RFO at 20 MW to any single Participant.

## **V. Guidelines for Offer Development**

### **Price**

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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 10, 15, or 20 year term of the PPA. Product quantities can vary annually to reflect degradation of the facility, if applicable.

Pursuant to the PPA, Sellers will be paid the contract price multiplied by the applicable TOD factor for each hour. For purposes of bid evaluation, PG&E will levelize bid prices after applying the applicable standard Time of Delivery (“TOD”) factors as specified below and incorporating transmission upgrade costs, less the resource adequacy benefits as applicable, in order to compare all offers on a consistent basis.

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 expects to apply, (c) any costs incurred by Participant, including any interconnection costs, (d) the acceptance, without reservation or revision, of the non-price terms and conditions in the PPA, and (e) the assumption that the Product price will be adjusted in each hour of delivery by the Time of Delivery (TOD) factors set forth in the table below by PG&E.

## Deliverability

Participants will have the option of submitting their projects into the RFO as either an energy-only resource, partial capacity deliverability resource, or full capacity deliverability resource. Sellers are encouraged to bid their projects multiple ways, with different prices as applicable. The energy-only TOD factors will apply to projects that price their offer with deliverability up until finding of full capacity deliverability is achieved.

For a project that bids as energy-only, but later gets a finding of full or partial deliverability via the annual assessment, there will be no adjustment to the TOD factors because changing the TOD factors and resulting payments under the PPA would alter the basis on which the Participants' Offer was selected.

## Time of Delivery (TOD) Periods and Factors

TOD FACTORS FOR EACH FULLY <del>OR PARTIALLY</del> DELIVERABLE TOD PERIOD			
Period	1. Peak	2. Shoulder	3. Night
A. July - September	2.2304	0.8067	0.9569
B. October - March	1.1982	0.7741	0.9399
C. April - June	1.1941	0.6585	0.9299

TOD FACTORS FOR EACH ENERGY ONLY TOD PERIOD			
Period	1. Peak	2. Shoulder	3. Night
A. July – September	1.4514	0.8317	1.0144
B. October – March	1.2855	0.8312	1.0092
C. April - June	1.1327	0.7036	0.9977

TOD factors shown are consistent with factors shown in PG&E's 2014 RPS Protocol.

Definitions:

1. **Peak** = hours ending 16-21 (Pacific Prevailing Time (PPT)) all days in the applicable Monthly Period.

2. **Shoulder** = hours ending 7-15 PPT for all days in the applicable Monthly Period.
3. **Night** = hours ending 1-6, 22, 23 and 24 PPT all days in the applicable Monthly Period.

## PPA Terms and Conditions

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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.

PG&E will be using one PPA for both RAM and GTSR Projects, which will include bracketed language applicable to only GTSR Projects.

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. The period of 10, 15, or 20 years will commence on the first date that the Participant delivers the Product to PG&E from the Project.

The PPA requires PG&E's counterparty to submit a project development milestone timeline (Section B(i)(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 bid as fully or partially deliverable, the PPA includes an estimate of when full or partially 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:** \$60 per kW for As-Available facilities or \$90 per kW for Baseload facilities, respectively, due within five (5) Business Days following CPUC approval of the PPA. The development deposit will be refunded upon Commercial Operation Date or applied to the subsequent Performance Deposit.



**Delivery Term Security:** An amount equal to 5% of expected total Project revenues. This amount is equal to 6 months of revenue for a 10 year PPA, 9 months of revenue for a 15 year PPA, or 12 months of revenue for a 20 year PPA, due on the Commercial Operation Date. GTSR Projects with a Contract Capacity of three (3) MW or less are not required to post additional Delivery Term Security.

**Term Security:** \$20/kW for GTSR Projects with Contract Capacity of three (3) MW and under multiplied by the capacity of the Project, within thirty (30) days following the Effective Date of the PPA 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 10, 15, or 20-year 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. Nonetheless, in an effort to assist developers in selecting appropriate sites for their Projects and in accordance with the RAM Decision, PG&E has created a web-based map 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 a tool intended to assist Participants to identify and/or evaluate potential Project locations. However, 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.

### **Electric Generation Interconnection Services**

**All generators must reach commercial operation within 24 months of PPA approval. 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](mailto: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>.

For interconnection applications to SCE's or SDG&E's Distribution Grid, seller should contact the applicable Distribution Provider representative.

## VII. Required Information

### Submission Overview

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All Offer submittal information pertaining to this RFO will be hosted on the Power Advocate site. In order to participate in this RFO, Participants must register through Power Advocate at the Public Registration Link:

<https://www.poweradvocate.com/pR.do?okey=50467&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 applicable. The Participant should not provide documents in other electronic formats and versions. For each document, please include a company name in each file name. **Telephonic, hardcopy or facsimile transmission of an Offer is not acceptable.**

### Required Forms

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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, Developer Experience Form and Supplier Diversity Form (Appendix A to this solicitation).** Participant must provide a complete Offer form. Please 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. For GTSR, participants will also elect if they are bidding as a GTSR eligible resource, eligible for a Community Project category, or eligible as an Environmental Justice project. Participant must also include the interconnection

- queue position, WMDVLBE and if any plans to engage in activities that support PG&E's supplier diversity goals on the Offer form. Format: MS Excel
2. **A Completed PPA Cover Sheet (Appendix B to this solicitation).** The cover sheet includes spaces for contract capacity, project vintage, milestones, and supplier diversity spend. 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 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 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: 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 the CSI and NEM alternatives. The Participant and the owner of the site must also commit not to sell Product from the Project under these other program alternatives throughout the term of the PPA, if executed. Format: PDF
  6. **Interconnection Studies.** Participants must include a completed System Impact Study, a Phase I interconnection study with applicable appendices, or equivalent; or provide documentation that the project has passed the WDT or CAISO Fast Track screens. If there is an interconnection agreement please submit that as well along with your Phase II or Facilities study.

Participants bidding in as 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 the deliverability study as follows:

- Documentation for Pre-Cluster 5 Projects and Cluster 5 Projects with an executed Interconnection Agreement: (1) the project's Interconnection Agreement reflects the requested deliverability<sup>14</sup>, and (2) evidence that the project has posted all required Interconnection Financial Security (Initial, Second, or Final) as required by the Interconnection Process.

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<sup>14</sup> Where the Interconnection Agreement does not reflect the Deliverability requested, the Participant must provide additional documentation from the CAISO verifying the deliverability

- Documentation for Cluster 5, 6, or 7 Projects: (1) an executed copy of the latest Interconnection Study Process Agreement with the appendices attached and (2) evidence that the project has posted the required Interconnection Financial Security as applicable, including that required for any allocated Delivery Network Upgrade costs, and (3) maintain their identified deliverability request status as evidenced by the CAISO or PG&E Interconnection Queue lists. Format: PDF

## VIII. Offer Selection

PG&E will select Offers according to the evaluation criteria described in Section IV. PG&E 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.

### Selection Process: Peaking Category

Once all of the offers have been ranked according to Total Cost, PG&E will use the following methodology to select projects in the Peaking category.

PG&E will start with the top ranked offer and work down the list until it gets the MW's needed to fulfill the PV Program Rollover and New procurement. The projects that fall into this tranche will be notified that they are being offered a PPA.

At the same time, PG&E will send one of two letters to the next tier of Projects that are not in this top tranche.

One letter will go out to projects that **do not** qualify for the GTSR program, notifying them that they have been selected as a Backup Offer and may be offered a PPA if one of the top offers declines the PPA that is offered to them.

A different letter will go out to projects that qualify for the GTSR program, notifying them that they have been selected as a Backup Offer and may be offered a PPA if one of the top offers declines the PPA that is offered to them.

Additionally, once all of the target volumes for the PV Program Rollover and New procurement have been met, these projects may be offered a PPA and designated specifically for the GTSR program.

In addition to the standard GTSR category, PG&E will also consider projects in two sub-categories of GTSR: the Community Project and Environmental Justice categories. Further, projects participating in the Community Project category will be allocated to one of three sub-categories; (1) List A: Cities with top enrollment in ClimateSmart program by % of Customers, (2) List B: Cities in the 9 County Bay Area with population >50k,

and (3) List C: Remaining Cities in PG&E service area with population >50k. PG&E will evaluate pricing in each of these three sub-categories independently for project selection purposes.

If the pricing for these projects is reasonable, PG&E will select one or more projects from these categories and sub-categories with an offer for a PPA. There is no specific target MW for the “Community Projects” in this solicitation and PG&E reserves the right to not procure any projects from this category or its sub-categories. While there is a program target for Environmental Justice Projects as outlined in D.15-01-051, there is no specific target for Environmental Justice Projects in this solicitation and PG&E reserves the right to not procure any projects from this category. Any projects selected from the Community Project, Environmental Justice categories, or sub-categories in this solicitation will count towards the 50 MW target for the GTSR program.

An example of how PG&E will select projects is included as Appendix A to this Protocol.

## IX. Regulation

### Confidentiality

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After contract execution, PG&E plans to submit executed PPAs to the CPUC for approval via a Tier 2 advice letter filing. By participating in the RFO, each Participant acknowledges and expressly authorizes PG&E to publicly disclose the following information as required by the Commission RAM Decision: (1) names of the companies that submitted Offers into PG&E’s RAM 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 bids 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 bidding strategies, the substance of any Offer(s), including without limitation the price or any other terms or conditions of any Offer(s), or whether an Offer has been selected.

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

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

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

### **GTSR**

Note that GTSR 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**

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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 RAM RFO website at [www.pge.com/rfo/RAM](http://www.pge.com/rfo/RAM) where Participants may register and where all the RFO documents, information, announcements and Q&As are 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 [RAMRFO@pge.com](mailto:RAMRFO@pge.com) for matters related to RAM procurement or [GTSRprocurement@pge.com](mailto:GTSRprocurement@pge.com) for matters related to GTSR procurement. 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 Independent Evaluator. The IE for this RFO is Boston Pacific. Participants should copy Frank Mossburg at [fmossburg@bostonpacific.com](mailto:fmossburg@bostonpacific.com) and Sam Choi at [schoi@bostonpacific.com](mailto:schoi@bostonpacific.com).

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 ten (10) 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 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](http://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 attorneys 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 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 on 12 months after issuance 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.

## Appendix A: Example of RAM/GTSR Project Selection Process

PG&E will rank offers by Total Cost and then use the following methodology to select projects in the Peaking category.

The example in this Appendix A is to illustrate the selection process only. Table 1-1 does not account for each program's total MW allotment relative to its corresponding eligible Project size.

Table 1-1

Project Total Cost	Project	Eligibility			
		RAM	GTSR	Community	EJ
Lowest ↓ Highest	1	✓	✓		
	2	✓	✓		
	3	✓	✓		
	4	✓			
	5	✓	✓		
	6	✓	✓	✓	
	7	✓	✓		
	8	✓			
	9	✓			
	10	✓	✓	✓	
	11		✓		✓
	12		✓	✓	✓
	13	✓	✓	✓	
	14		✓		✓
	15	✓	✓		
	16	✓			
	17	✓	✓		
	18		✓	✓	
	19	✓	✓		✓

### RAM Project Selection

PG&E will begin by filling the PV Program Rollover and RAM New procurement amounts after projects are ranked from lowest to highest Total Cost. Starting at the top of the list, PG&E will select projects that are eligible for RAM and fall within the total RAM MW allotment, including the PV Program Rollover and New procurement.

In Table 1-1, assume the capacity of Projects 1, 2, 3 and 4 equals the total allotment for the PV Program Rollover and RAM New Procurement. PG&E will offer these 4 projects (green highlight) PPAs.

Simultaneously, PG&E will notify backup Projects that were not offered PPAs (yellow highlight) of their status:

- In the example above, Projects 8 and 9 were either (i) ineligible for GTSR or (ii) did not seek consideration for a PPA under GTSR. PG&E will notify each of these Projects that they have been selected as a RAM Backup Offer, and may be offered a PPA under RAM if one of the top RAM offers declines to execute a PPA.
- Projects 5 – 7, 10, 13 and 15 sought consideration for a PPA under both RAM and GTSR. These projects will be notified they have been selected as a Backup Offer for RAM and may be offered a PPA if one of the

top offers declines to execute a PPA. Additionally, PG&E will notify these projects they may be offered a PPA designated specifically for GTSR after target volumes for the PV Program Rollover and RAM New procurement and have been met.

PG&E will execute PPAs with the primary offers (and Backup Offers, if necessary) until the PV Program Rollover and RAM New procurement targets have been met.

### GTSR Project Selection

After RAM projects are selected and PPAs are in the process of being executed, PG&E will begin working down the backup list of offers that are eligible for GTSR. In addition to evaluating generic GTSR offers, PG&E would rank projects in the “Community Project” and Environmental Justice GTSR sub-categories.

Procurement toward the GTSR target sub-categories for “Community Projects” and Environmental Justice will proceed if prices for these projects are reasonable. There is no specific target for these sub-categories in this solicitation, and PG&E reserves the right to procure at its discretion, with the intent of protecting the overall interests of GTSR customers.

In the example, PG&E might find that:

- **Community Projects** 6 and 13 are reasonably priced for the respective sub-categories, potentially offering these two Projects PPAs.
- **Environmental Justice Projects** 11 and 12 are reasonably priced for the sub-category, potentially offering these two projects PPAs.

Projects procured toward these sub-categories will count toward the 50 MW target for the GTSR program. PG&E will pursue remaining competitively-priced GTSR offers in seeking to fulfill the GTSR target.

## Appendix B: Community Project Sub-Categories

### List A: Cities with top enrollment in ClimateSmart program by % of Customers

	CITY NAME
1	BERKELEY
2	OAKLAND
3	SAN FRANCISCO
4	WALNUT CREEK
5	RICHMOND
6	SANTA ROSA
7	SAN MATEO
8	SUNNYVALE
9	SAN JOSE
10	CONCORD

### List B: Cities in the 9 County Bay Area with population >50k

Population Souce: 2013 US Census Data <http://factfinder.census.gov>

	CITY NAME	Population
1	FREMONT	224,922
2	HAYWARD	151,574
3	VALLEJO	118,837
4	FAIRFIELD	109,320
5	ANTIOCH	107,100
6	DALY CITY	104,739
7	VACAVILLE	94,275
8	SAN LEANDRO	87,965
9	LIVERMORE	85,156
10	REDWOOD CITY	80,872
11	NAPA	79,068
12	MOUNTAIN VIEW	77,846
13	SAN RAMON	74,513
14	PLEASANTON	74,110
15	UNION CITY	72,528
16	MILPITAS	69,783
17	PITTSBURG	66,695
18	SOUTH SAN FRANCISCO	66,174
19	CASTRO VALLEY	61,388
20	CUPERTINO	60,189
21	PETALUMA	59,440
22	SAN RAFAEL	58,994

**Pacific Gas and Electric Company**

**Renewable Auction Mechanism (RAM) Request for Offers**

23	BRENTWOOD	55,000
24	NOVATO	54,194
25	DUBLIN	52,105
26	GILROY	51,701

**List C: Remaining Cities in PG&E service area with population >50k**

Cities with municipal utilities removed

	CITY NAME	Population
1	FRESNO	509,924
2	BAKERSFIELD	363,630
3	STOCKTON	298,118
4	SANTA MARIA	102,216
5	CLOVIS	99,769
6	SANTA BARBARA	90,412
7	CHICO	88,077
8	TRACY	84,691
9	MERCED	81,102
10	MANTECA	71,948
11	DAVIS	66,205
12	YUBA CITY	65,416
13	MADERA	63,105
14	SANTA CRUZ	62,864
15	ROCKLIN	59,738
16	WOODLAND	56,590
17	HANFORD	54,686
18	WATSONVILLE	52,477