



# Spring 2023 Solar Choice Request for Offers ("Solar Choice RFO") Solicitation Protocol

**May 16, 2023**

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This mailbox is monitored during regular business hours (MF; 8am-5pm). We will respond to your inquiry within 2 business days.

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## I. Overview

### Overview

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In accordance with the California Public Utilities Commission's ("CPUC") Decision ("D.") 15-01-051, D.16-05-006, and Resolution E-5028 (collectively, the "GTSR Decisions"), Pacific Gas and Electric Company ("PG&E") is issuing a Solar Choice Request for Offers ("RFO"). Solar Choice is PG&E's unique program name for the Green Tariff Shared Renewables ("GTSR") program. This Protocol outlines the parameters governing this solicitation and provides additional information and instructions for interested parties ("Participants") seeking to submit offers into PG&E's Spring 2023 Solar Choice RFO.

The GTSR Decisions direct each of California's three large investor owned utilities (IOUs) to hold at least one solicitation per year until the capacity allocation set forth in the GTSR Decisions is met<sup>1</sup>.

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

- [Decision 15-01-051](#) - Decision Approving Green Tariff Shared Renewables Program For San Diego Gas & Electric Company, Pacific Gas And Electric Company, And Southern California Edison Company Pursuant To Senate Bill 43 (Issued February 2, 2015)
- [Decision 16-05-006](#) - Decision Addressing Participation Of Enhanced Community Renewables Projects In The Renewable Auction Mechanism And Other Refinements To The Green Tariff Shared Renewables Program (Issued May 19, 2016)
- [Resolution E-5028](#) - Approves extension of, and modifications to, the Utilities' Green Tariff Shared Renewables Program. (Issued September 30, 2019)
- [Decision 21-12-036](#) - resolves three petitions for modification of Decisions D.15-01-051 and D. 16-05-051 that adopted or modified the GTSR Program. (Issued December 20, 2021)

### Communications

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PG&E has established a website below where Participants may access and download all RFO documents, announcements, and Q&As posted.  
[www.pge.com/rfo/spring23-solar-choice](http://www.pge.com/rfo/spring23-solar-choice)

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<sup>1</sup> Capacity allocations are determined by the CPUC in D. 15-01-051 (Ordering Paragraph 7, pg. 181).

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All solicitation-related inquiries can be directed via email to [GTSRprocurement@pge.com](mailto:GTSRprocurement@pge.com), with a CC to the Independent Evaluator (“IE”), [arroyosecoconsulting@gmail.com](mailto:arroyosecoconsulting@gmail.com).

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

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

**Expected Schedule**

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

**Table 1 – Spring 2023 Solar Choice RFO – Expected Schedule**

<b>Date/Time</b>	<b>Event</b>
Ongoing	<b>Registration.</b> Participants may register online to receive announcements and updates regarding this RFO. Go to <a href="http://www.pge.com/rfo">www.pge.com/rfo</a> and click on the Distribution List Form ( <a href="#">direct link</a> ).
May 16, 2023	<b>Issuance.</b> PG&E issues the RFO.
May 19, 2023 @ 10:30 AM (PPT)	<b>Participants’ Webinar.</b> PG&E will hold a Participant Webinar jointly with the Spring 2023 RRC RFO to review key Solicitation Protocol and PPA items related to this solicitation.
June 16, 2023 @ 1:00 PM (PPT)	<b>Offer Submittal Deadline.</b> Offer(s) must be submitted to the online platform at Power Advocate and must include all of the documents described in Section VII.
June 23, 2023	<b>PG&amp;E Notifies Participants of Selection Status.</b> PG&E notifies Participants of selection or waitlist status.
June 30, 2023	<b>Signed PPA Submittal Deadline.</b> Selected and waitlisted Participants that wish to continue participation in PG&E’s RFO must return a signed PPA and required documentation. If a Participant fails to submit a signed PPA with required documentation for one or more selected Offers, PG&E will disqualify the originally selected Offer, and will select the next-best qualifying Offer on the waitlist with a signed PPA and the required documentation.
August 2023	<b>PG&amp;E executes PPAs.</b> PG&E countersigns PPAs.
September 2023	<b>PG&amp;E submits Tier 2 Advice Letter.</b> All fully executed PPAs will be submitted for CPUC approval via Tier 2 Advice Letter.

The final RFO schedule is subject to change to conform to any CPUC requirements and otherwise at the discretion of PG&E at any time. PG&E will notify Participants of any schedule change via notification on PG&E’s RFO Website. To register go to [www.pge.com/rfo](http://www.pge.com/rfo) and click on the Distribution List

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Form ([direct link](#)). PG&E will have no liability or responsibility to any Participant for any change in the schedule or for failing to provide notice of any change.

**II. Solicitation Target**

PG&E is seeking to procure 176.15 MW in the Unreserved and EJ categories per [D. 21-12-036](#). The table below shows a break down of the remaining megawatts for each category. :

**Table 2: GTSR Program and Project Capacity Limits**

<b>Category</b>	<b>Capacity Allocation (MW)</b>	<b>Remaining Capacity (MW)</b>	<b>Target for Spring 2023 Solar Choice RFO (MW)</b>
Unreserved	207	152.6	Up to 152.6
EJ Reservation	45	43	Up to 43
City of Davis	20	20	0
<b>Total</b>	<b>272</b>	<b>215.6</b>	<b>176.15 between Unreserved and EJ</b>

**III. Eligibility**

PG&E is seeking Projects 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 the Solar Choice program and, in addition, Environmental Justice (“EJ”) Projects must meet specific EJ criteria. A Project offering into the EJ bucket is not eligible for the Unreserved bucket. PG&E will select from eligible Offers only. If a Project does not meet one of the eligibility requirements below, it will be considered non-conforming.

**Project Eligibility Requirements: Solar Choice**

**Table 3 - Project Eligibility Requirements**

	<b>Unreserved (Solar Choice Main)</b>	<b>EJ Projects</b>
<b>Technology</b>	In-front-of-the-meter Solar Photovoltaic (PV) <sup>2</sup>	Same as Solar Choice Main
<b>Project Size (Nameplate Capacity)</b>	0.5 - 20 MW	0.5 – 1 MW
<b>Term</b>	10, 15, or 20 years	Same as Solar Choice Main

<sup>2</sup> PG&E will not be entertaining any energy storage related Offers.<sup>3</sup> The GCOD may be extended on a day for day basis for not more than a cumulative six (6) month period for a Permitted Extension.

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<b>Guaranteed Commercial Operation Date<sup>3</sup></b>	June 30, 2024	June 30, 2024
<b>Deliverability</b>	Full Capacity Deliverability Status (“FCDS”), Partial Capacity Deliverability Status (“PCDS”), or Energy-Only (“EO”) status	Same as Solar Choice Main
<b>Vintage</b>	New Projects only	Same as Solar Choice Main
<b>Transaction</b>	Full Buy/Sell Only. Per the PPA, PG&E will not compensate for Surplus Delivered Energy	Same as Solar Choice Main
<b>Location</b>	<p>The entire Project site must be located in PG&amp;E’s electric service territory and interconnect directly with PG&amp;E’s electric transmission or distribution system.</p> <p>If a Project is not 100% located in PG&amp;E’s service territory, that Project will be considered non-conforming.</p> <p><b>Note:</b> PG&amp;E will consider solar projects co-located behind a single point of interconnection with separate CAISO Resource IDs as acceptable and unique bids.</p>	<p>A conforming project must meet the following two location requirements:</p> <p>(1) The entire Project site must be located in PG&amp;E’s electric service territory and interconnect directly with PG&amp;E’s electric transmission or distribution system. If a Project is not 100% located in PG&amp;E’s service territory, that Project will be considered non-conforming.</p> <p>(2) The entire Project must be located within an eligible census tract boundary identified in Appendix I. PG&amp;E will determine the census tract boundaries based on the <a href="#">US Census Bureau TigerWeb map</a> (version available at the time of RFO Issuance) at the time of offer submittal.<sup>4</sup></p>

<sup>3</sup> The GCOD may be extended on a day for day basis for not more than a cumulative six (6) month period for a Permitted Extension.

<sup>4</sup> Projects must demonstrate that their project is 100% located within the boundaries of an eligible census tract at time of submittal via a picture of their Project overlaid with the eligible census tract boundary. If a Project is not 100% located in one of the eligible census tracts, that Project will be considered non-

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<b>Interconnection</b>	Interconnection Agreement, completed Phase II Interconnection Study or equivalent, Facilities Study or evidence of a waiver of the Facilities Study, or documentation showing that the Project passed the Distribution Provider or CAISO Fast Track screens, either the initial or supplemental study. See Interconnection Requirements section below for additional details.	Same as Solar Choice Main
<b>Site Control</b>	<p>Participants are required to submit a complete Appendix D – Site Control Questionnaire &amp; Attestation and Appendix E – Acknowledgement and Commitment of Site Owner Letter.</p> <p>Participants must attest that they have secured Site control for the entire term of the PPA for 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) a <b>executed</b> option to purchase or acquire a leasehold Site for purposes of constructing a generating facility; and (3) any other business relationship that, in</p>	Same as Solar Choice Main

conforming. PG&E recommends that when using the TigerWeb map, participants should check only “Census Tracts” within the “Census Tracts and Blocks” layer.



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	<p>the sole discretion of PG&amp;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.</p>	
<p><b>Developer Experience</b></p>	<p>A minimum level of developer experience is required for participation in this solicitation. Specifically, the Participant and/or a member of Participant's Project development team must demonstrate having experience managing and/or developing at least one other in-front-of-the-meter Solar PV Project of similar-capacity. A project less than one (1) MW will be deemed to be similar capacity to a Project with a Contract Capacity of up to one (1) MW. A project between one (1) MW to three (3) MW will be deemed to be a similar capacity to a Project with a Contract Capacity of up to three (3) MW. For projects larger than three (3) MWs, a project with a capacity of 50% of the Project will be deemed to be similar capacity.</p> <p>Participants are required to submit a complete Appendix F - Demonstration of Developer Experience.</p>	<p>Same as Solar Choice Main</p>

**Interconnection Requirements**

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Projects must obtain a wholesale interconnection under FERC jurisdiction prior to operation. Rule 21 interconnections are ineligible to participate in this solicitation. For projects with a completed interconnection study and/or interconnection

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agreement, participants must provide all documents at time of Offer submittal. It is important to provide the most recent documentation, including any Material Modification Assessments. See Table 4 – Interconnection Study Eligibility below for eligibility requirements:

**Table 4 - Interconnection Study Eligibility**

<b>Study Phase</b>	<b>Study Name</b>	<b>Eligible?</b>
Fast Track	Initial Review (IR) fails screens	<b>No</b>
	Initial Review (IR) passes screens	<b>Yes</b>
	Supplemental Review (SR) fails screens	<b>No</b>
	Supplemental Review (SR) passes screens	<b>Yes</b>
Independent Study Process	Electrical Independence Test (EIT)	<b>No</b>
	System Impact Study (SIS)	<b>No</b>
	System Impact Study (SIS) with evidence of Facility Study waiver	<b>Yes</b>
	Facilities Study (FS)	<b>Yes</b>
Distributed Group Study Process	EIT	<b>No</b>
	Phase 1	<b>No</b>
	Phase 2	<b>Yes</b>
Cluster Study Process	Phase 1	<b>No</b>
	Phase 2	<b>Yes</b>

Participants that offer in to the RFO must remain active in the applicable interconnection queue. 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.

**Electric Generation Interconnection Services**

Sellers are reminded that PG&E is releasing this RFO in its merchant function and in that function PG&E has no obligation nor ability to influence the Participating Transmission Operator or Utility Distribution Company. PG&E in its merchant function is not responsible or liable for delays in interconnection or transmission or distribution service or inability to obtain retail electric service for any Project. 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>.

**Information Regarding Interconnection to PG&E's Electric Transmission and Distribution System**

Many factors influence the feasibility and cost of interconnecting generating facility systems to an electric transmission and distribution 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 map<sup>5</sup> that provides an extensive amount of substation and circuit information. This map and supporting documentation allow developers to determine, among other information, the available capacity of any particular distribution or transmission circuit in PG&E's service territory; available capacity is defined as the total capacity of the circuit less capacity already allocated to PG&E or others. For security purposes, access to the map requires registration with PG&E.

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

**IV. Evaluation Criteria**

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

**Maximum Bid Award Price**

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PG&E's first quantitative evaluation will screen offer bid prices against the maximum bid award price. PG&E will use a maximum bid price methodology in

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<sup>5</sup> [https://www.pge.com/en\\_US/for-our-business-partners/distribution-resource-planning/distribution-resource-planning-data-portal.page](https://www.pge.com/en_US/for-our-business-partners/distribution-resource-planning/distribution-resource-planning-data-portal.page)

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accordance with D. 15-01-051 to compare GTSR projects to similar Renewable Portfolio Standards (“RPS”)-eligible solar projects.

PG&E has full discretion regarding offering a bid refresh to counterparties. There is no certainty that a counterparty will be offered an opportunity to refresh a bid.

### **Least Cost Best Fit**

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PG&E will evaluate and select eligible Offers that are below the maximum bid award price based on Least Cost Best Fit (“LCBF”) principles, using quantitative and qualitative criteria to evaluate the submitted Offers.

#### Quantitative Criteria (Least Cost)

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

Costs may include, but are not limited to:

- Contract payments
- Transmission network upgrade costs

Benefits may include, but are not limited to:

- Capacity value<sup>6</sup>
- Energy value

Additionally, the valuation will include a PG&E’s RPS need adder to the NMV to create a Portfolio-Adjusted Value (“PAV”). Offers will be ranked based on the PAV. The PAV is intended to represent the value of a proposed resource in the context of PG&E’s portfolio.

#### Qualitative Criteria (Best Fit)

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

Qualitative factors may include, but are not limited to:

- Project viability (e.g., interconnection status, developer experience, etc.)
- Safety history
- Previous adverse commercial experience
- Supply Chain Responsibility status
- Supplier concentration

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

## **V. Supply Chain Responsibility**

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<sup>6</sup> It will be assumed that the qualifying capacity is zero for energy-only deliveries.

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

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

### **VI. 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 PG&E's LCBF evaluation should any one of the selected Offers fail to return an executed PPA pursuant to the schedule outlined above.

PG&E may select projects with the highest PAV up to the solicitation megawatt procurement target for each category (Unreserved or EJ).

### **VII. Offer Submission 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 the Spring 2023 Solar Choice RFO, Participants must register through Power Advocate at the following Public Registration Link:

<https://www.poweradvocate.com/pR.do?okey=143602&pubEvent=true>

Participants must request access to the Power Advocate event once registered

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using the link above. Once PG&E grants access, participants will be able to see the Spring 2023 Solar Choice RFO event on their Power Advocate dashboard.

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.**

### Offer Variations

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Participants may choose the option to offer a single Project with up to four (4) variations per project. Variations include:

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

If submitting a project with multiple variations, Participant must submit multiple columns in the Appendix A - Offer Form for each variation and clearly describe the variations in the Offer package Appendix B – Supplemental Project Information. Multiple Offers for the same project will be considered mutually exclusive.

### Mutual Exclusivity

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The following Projects are considered mutually exclusive:

- Multiple offer variations for the same Project

Furthermore, contingent Projects will not be considered.

### Price

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

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

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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, and (d) the acceptance, without reservation or revision, of the non-price terms and conditions in the PPA and fuel acquisition costs.

**Required Forms**

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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. In addition, PG&E reserves the right to reject an Offer that has an Offer Form that is incomplete.

The following documents, which are located in the Appendices to this Solicitation Protocol, must be completed and included with each Offer. Participants need only to submit one set of Appendices per each unique Offer submitted.

**Table 6: Required Forms for a Complete Offer Package**

<b>Appendix</b>	<b>Title</b>	<b>Description</b>	<b>Submittal Format</b>
A	Offer Form	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, and if any plans to engage in activities that support PG&E's supply chain responsibility goals on the Offer form.  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.	MS Excel
B	Supplemental Project Information	Describe the proposed Project and include the requested information. Participants must complete each section of Appendix B within the actual document. Submittals in other document formats, including Participant responses that solely reference materials other than Appendix B, may not	MS Word or PDF

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		be considered.	
C	Power Purchase Agreement	Provide all applicable information requested in the PPA Cover Sheet and Appendix XIII. Other mark-ups are not permitted and will result in rejection of the Offer.	MS Word
D	Site Control Questionnaire and Attestation	Participant must attest that they have secured Site control for the entire Term of the PPA (e.g., an executed lease with redacted price terms) and address the permitting and zoning issues identified in detail in Appendix D. In addition, Participant must provide a map showing Site location, Project boundary and key Project facilities, and gen-tie route from the Project to the first point of interconnection with the electric grid. The map should be provided in one of the file formats detailed in Appendix D.	PDF (.pdf) and Applicable GIS data file format
E	Acknowledgment and Commitment of Site Owner Letter	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, Appendix E, acknowledging familiarity with CSI and NEM and committing to the limitation on participation. 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.	PDF
F	Demonstration of Developer Experience	Participants must outline the work of at least one member of the project development team whose experience reflects a project of similar technology and capacity as described in Section III – Eligibility Criteria. Specific role and contribution of that team member on the submitted project should be included in the outline, including links to project	PDF



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		information.	
G	FERC 717 Waiver	Authorizes the disclosure of Participant's transmission-related information to PG&E's marketing or merchant business unit ("PG&E Merchant").	PDF
H	Safety Review Questionnaire	Participants must provide all applicable information requested in the Safety Review Questionnaire spreadsheet.	Excel (.xlsb)
NA	Interconnection Studies	<p>Participants must provide current interconnection agreement and/or studies at time of offer submittal. See Interconnection Requirements under Section III – Eligibility above.</p> <p>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:</p> <ul style="list-style-type: none"> <li>a) An executed Interconnection Agreement or Amendment to an Interconnection Agreement that reflects the offered deliverability status<sup>7</sup>;</li> <li>b) Application for deliverability with a <b>completed</b> deliverability study (i.e., Phase II study or equivalent) with a deliverability status that matches the Offer;</li> <li>c) A <b>completed</b> deliverability assessment that indicates that the project is deliverable pursuant to the CAISO Tariff; or</li> <li>d) Documentation that the Project has <b>received</b> deliverability pursuant to CAISO Tariff.</li> </ul>	PDF

<sup>7</sup> Where the Interconnection Agreement does not reflect the Deliverability offered, the Participant must provide additional documentation from the CAISO verifying the deliverability

		<p>Providing documentation that an application or request for FCDS or PCDS has been submitted through any CAISO annual process is <b>not</b> sufficient <b>unless</b> there is a finding of deliverability at the time of Offer submittal.</p> <p>Projects offering as energy-only do not have to pursue any deliverability studies.</p>	
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### VIII. 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. **The terms and conditions of the form PPA are non-negotiable. All project-specific information should be included in the Cover Sheet and Appendix XIII.**

Any successful Offers must be formalized by the execution of a final PPA. PG&E has provided a form PPA in Appendix C to this Solicitation Protocol, and the summary of certain terms within the PPA provided in this section of the Solicitation 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.

#### Standard Terms Overview

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- The Delivery Term of any executed PPA will be 10, 15, or 20 years, which will commence on the Initial Energy Delivery Date.
- Contract Commencement Date
  - Commercial Operation must be by June 30, 2024, except as such date may be extended for up to a 6 month Permitted Extension.
  - 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.
- Sellers must deliver all Product to PG&E. Product means:
  - All electric energy produced by or associated with the Project net of Station Use (and Site Host Load as applicable); and
  - All renewable attributes, Renewable Energy Credits, Capacity Attributes

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and Green Attributes produced by or associated with the Project.

- **Conditions Precedent**

The Effective Date is the date on which all of the Conditions Precedent have been satisfied. See Section 2.5(a) of the PPA for a full list of the Conditions Precedent. This includes providing the following documentation prior to contract execution (outlined in Appendix VIII of the PPA):

  - A copy of the Seller’s Charter Documents, as defined in Appendix VIII of the PPA
  - Certificate signed by an officer of the Seller
  - Certificate showing Seller is duly organized and in good standing
  - Evidence satisfactory of to PG&E of Site Control
  - Evidence of California Energy Commission (“CEC”) certification
  - Certificate from Chief Financial Officer with financial statements
  - An executed Letter of Concurrence (see Appendix XI of the PPA)
  
- **Green-E Energy Certification**

Facilities must be in compliance with the Green-e® Energy National Standard. Projects that are awarded a PPA must provide a Green-e Energy Tracking Attestation prior to achieving Commercial Operation along with any updates as required. PG&E encourages new resources to apply for pre-certification.
  
- **Climate Risk Requirement**

For new long-term contracts of 15 years or more for power, capacity, or reliability, Seller is required to consider long-term climate risk with respect to the Project, consistent with CPUC Decision 20-08-046 (including, without limitation, the risks described in Ordering Paragraph 9(11)(a)-(e)).
  
- **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 achieves Commercial Operation.**
  
- **For Projects being offered as fully or partially deliverable, the PPA includes an estimate of when Full Capacity Deliverability Status or Partial Capacity Deliverability Status will be attained. The Effective FCDS or PCDS Date must occur on or before the deadline, which is 2 years after the later of the Initial Energy Delivery Date or the estimate in the PPA Cover Sheet. Seller will be subject to an Event of Default if Full Capacity Deliverability Status or Partial Capacity Deliverability Status has not been achieved by the deadline, consistent with the agreement terms.**
  
- **The PPA requires a Participant to post collateral in the form of cash or letter**

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of credit from a reputable U.S. bank in the following amounts and by the time deadlines presented 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 Initial Energy Delivery Date or applied to the subsequent Delivery Term Security.
- **Delivery Term Security:** 5% of expected total Project revenues from the date required pursuant to Section 3.1 (c)(i) of the PPA as a condition precedent to the Initial Energy Delivery Date until the end of the Term.
- **Term Security:** \$20/kW for Solar Choice 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, PGE is entitled to draw upon the Project Development Security or Term Security for any damages arising from an Early Termination Date. Delivery Term Security and Term Security will be held throughout the Delivery Term.

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

## IX. Regulation

### Confidentiality

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After PPA 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 10-12-048: (1) names of the companies that submitted Offers into PG&E's RFO; (2) number of Offers received from 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 PPA'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

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or conditions of any Offer(s), or whether an Offer has been selected.

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

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

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

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

### **Changes to RFO**

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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. Submission of Signed PPAs**

Within seven (7) calendar days of Offer selection, Participants that wish to

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continue in this RFO must submit a signed PPA and required documentation, outlined below and in Appendix VIII – Seller Documentation Condition Precedent, for each selected Project meeting all RFO conditions via the Power Advocate on-line platform.

- A copy of the Seller's Charter Documents, as defined in Appendix VIII of the PPA
- Certificate signed by an officer of the Seller
- Certificate showing Seller is duly organized and in good standing
- Evidence satisfactory of to PG&E of Site Control
- Evidence of California Energy Commission ("CEC") certification
- Certificate from Chief Financial Officer with financial statements
- An executed Letter of Concurrence (see Appendix XI of the PPA)

### **XI. Procurement Review Group Review**

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

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

### **XII. Regulatory Approval**

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

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

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

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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.

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

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

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

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

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

Except as expressly set forth in this Solicitation 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 Solicitation Protocol and/or any attachments to the RFO Solicitation Protocol ("Waived Claims"). The assertion of any Waived Claims by Participant may, to the extent that Participant's Offer has not already been disqualified, automatically disqualify such Offer from further consideration in the Solicitation or otherwise.

By submitting an Offer, 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,

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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:

[Resolution ALJ-185](#)

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 Solicitation Protocol, and the exclusive remedy available to Participant in the case of such a protest shall be an order of the CPUC that PG&E again conduct any portion of the RFO that the CPUC determines was not previously conducted in accordance with the RFO Solicitation Protocol. Participant expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs, and/or 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 Solicitation Protocol, nothing herein, including Participant's waiver of the Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of PG&E. Nothing in this Solicitation Protocol is intended to prevent any Participant from informally communicating with the CPUC or its staff regarding this RFO or any other matter.

## **XV. Participant's Representations and Warranties**

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