



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: CleanPowerSF

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Ben Gustafson

Phone #: 763.438.9709

E-mail: bgustafson@sfwater.org

E-mail Disposition Notice to: bgustafson@sfwater.org

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas      WATER = Water  
 PLC = Pipeline      HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

November 17, 2020

Advice Letter (AL) #: 10-E

Tier Designation: 2

Subject of AL: CleanPowerSF January 2021 Month Ahead Resource Adequacy (RA) Request for Waiver of Penalties for Local RA Deficiencies

Keywords (choose from CPUC listing): Local Resource Adequacy Waiver

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.19-06-026

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: NA

Confidential treatment requested?  Yes  No

If yes, specification of confidential information: See Declaration of Michael A. Hyams and accompanying Matrix  
Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information: Ben Gustafson, bgustafson@sfwater.org, 763-438-9709

Resolution required? Yes  No

Requested effective date: 12/17/20

No. of tariff sheets: NA

Estimated system annual revenue effect (%): NA

Estimated system average rate effect (%): NA

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: NA

Service affected and changes proposed<sup>1</sup>: NA

Pending advice letters that revise the same tariff sheets: NA

<sup>1</sup>Discuss in AL if more space is needed.

**Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:**

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Name: Ben Gustafson  
Title:  
Utility Name: CleanPowerSF/SFPUC  
Address: 525 Golden Gate Avenue 7th Floor  
City: San Francisco  
State: California Zip: 94102  
Telephone (xxx) xxx-xxxx: (763) 438-9709  
Facsimile (xxx) xxx-xxxx:  
Email: [bgustafson@sflower.org](mailto:bgustafson@sflower.org)

Name: William Rostov  
Title: Deputy City Attorney  
Utility Name: Office of City Attorney Dennis Herrera  
Address:  
City: San Francisco  
State: California Zip: 94102  
Telephone (xxx) xxx-xxxx: (415) 554-4700  
Facsimile (xxx) xxx-xxxx:  
Email: [william.rostov@sfcityatty.org](mailto:william.rostov@sfcityatty.org)

## ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	



525 Golden Gate Avenue, 7th Floor  
San Francisco, CA 94102  
T 415.554.0773  
cleanpowersf@sfwater.org

**November 17, 2020**

California Public Utilities Commission  
Energy Division  
ATTN: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
E: EDTariffUnit@cpuc.ca.gov

**RE: CleanPowerSF Advice Letter 10-E  
Approval of CleanPowerSF's Request for Waiver of Penalties for  
Certain Local Resource Adequacy Deficiencies in its January 2021  
Month Ahead Filing (PUBLIC VERSION)**

**Purpose**

CleanPowerSF submits this advice letter seeking California Public Utilities Commission ("CPUC") approval of its request for a waiver of penalties for Local Resource Adequacy capacity deficiencies in its January 2021 Resource Adequacy ("RA") Month Ahead filing, as identified in Confidential Appendix A.

**Legal Standard for Waiver Request**

In D.06-06-064 as amended by D.07-06-029, D.19-02-022 and most recently by D.20-06-031 the CPUC established a waiver of CPUC-imposed penalties for Local RA deficiencies of its jurisdictional LSEs. Section 24 of the "2021 Filing Guide for System, Local and Flexible Resource Adequacy (RA) Compliance Filings," issued Oct. 2, 2020, ("RA guide") reviews the process an LSE requesting such a waiver must follow. It requires:

- (1) a demonstration that the LSE reasonably and in good faith solicited bids for its RAR [Resource Adequacy Requirement] capacity needs

CleanPowerSF is a program of the San Francisco Public Utilities Commission (SFPUC), an enterprise department of the City and County of San Francisco.

CleanPowerSF is committed to protecting customer privacy. Learn more at [cleanpowersf.org/privacy](https://cleanpowersf.org/privacy).

**OUR MISSION:** To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.

**London N. Breed**  
Mayor  
**Sophie Maxwell**  
President  
**Anson Moran**  
Vice President  
**Tim Paulson**  
Commissioner  
**Ed Harrington**  
Commissioner  
**Harlan L. Kelly, Jr.**  
General Manager



along with accompanying information about the terms and conditions of the Request for Offer or other form of solicitation, and

- (2) a demonstration that despite having actively pursued all commercially reasonable efforts to acquire the resources needed to meet the LSE's Local procurement obligation, it either
- a. Received no bids, or
  - b. Received no bids for an unbundled RA capacity contract of under \$51 per kW-year or for a bundled capacity and energy product of under \$73 per kW-year, or
  - c. Received bids below these thresholds but such bids included what the LSE believes are unreasonable terms and/or conditions, in which case the waiver request must demonstrate why such terms and/or conditions are unreasonable.<sup>1</sup>

The RA Guide creates an alternative compliance option in the six disaggregated PG&E Other Local Capacity Areas if

- (a) The LSE makes the required demonstration as part of the current local waiver process through a Tier 2 Advice Letter for its disaggregated PG&E Other local capacity requirements; and
- (b) The LSE, in its Year Ahead compliance filing, demonstrates procurement of local RA capacity within the PG&E Other LCAs such that the LSE's collective procurement in the six disaggregated PG&E Other LCAs meets the LSE's collective requirement for the disaggregated PG&E Other LCAs.<sup>2</sup>

The LSE will be deemed compliant if the LSE demonstrates that is "made reasonable efforts to procure capacity in the disaggregated PG&E Other areas and procured sufficient resources to meet the aggregated PG&E Other area requirement"<sup>3</sup>

### **Compliance Efforts**

#### *1. Advice Letter 9-E*

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<sup>1</sup> See RA Guide at 43 (quoting).

<sup>2</sup> RA Guide at 44 (quoting)

<sup>3</sup> *Id.*

CleanPowerSF incorporates by reference Advice Letter 9-E to this Advice Letter, outlining efforts taken in advance of the 2021 Year Ahead RA Compliance filing on November 2, 2020.

## 2. *Procurement Efforts Since Year Ahead Filing*

CleanPowerSF has reasonably and in good faith solicited bids for its Local RAR capacity needs by being an active participant in the RA market. CleanPowerSF issued a Local RA RFO on November 5, 2020 with bids due on November 9, 2020.<sup>4</sup> The RFO notice was sent to 600 unique entities.<sup>5</sup> CleanPowerSF also posted a notice to the CAISO bulletin board on November 5 seeking to procure additional volumes of Local RA.<sup>6</sup> Confidential Appendix E shows the bid information and disposition of those bids CleanPowerSF received from the November 5 RFO.

CleanPowerSF has pursued all “commercially reasonable” efforts to acquire its Local RAR and has either (1) received no bids *for the total amount of CleanPowerSF’s Local RAR*, or (2) received no bids for an unbundled RA capacity contract of under \$51 per kW-year or for a bundled capacity and energy product of under \$73 per kW-year for the total amount of CleanPowerSF’s Local RAR.<sup>7</sup>

## 3. *Continued Participation in the Market*

CleanPowerSF made all reasonable and good faith efforts to meet its Local RAR in advance of the January 2021 Month Ahead filing requirement, and was able to cure a portion of its Local RA deficiency.<sup>8</sup> Notwithstanding this waiver request, CleanPowerSF will continue to seek Local RA capacity to cure the deficiencies identified in Confidential Appendix A to Advice Letter 9-E for future Month Ahead filings.

## **Request**

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<sup>4</sup> See Appendix B Notice of RA Solicitation

<sup>5</sup> See Appendix C for list of unique entities to which RA RFO was sent.

<sup>6</sup> See Screen shot of CAISO bulletin board posting, attached Appendix D.

<sup>7</sup> See Confidential Declaration of Erin B. Mulberg in Support of CleanPowerSF’s Advice Letter 10-E Requesting Waiver of Penalties for Certain Local Resource Adequacy Deficiencies in its January 2021 Month Ahead Filing

<sup>8</sup> See Confidential Appendix A for specifics on extra procurement since CleanPowerSF’s AL 9-E.

For the above reasons and accompanying Appendices CleanPowerSF requests that the Energy Division approves this request for waiver of penalties, through a decision that:

- Approves CleanPowerSF's requested waiver of penalties for the deficiency amount of Local RA capacity by area for January 2021 as referenced in Confidential Appendix A.

### **Tier Designation**

Tier 2, as required by Ordering Paragraph No. 8 of D.19-06-026.

### **Effective Date**

No later than December 17, 2020 — 30 days after filing.

### **Protests**

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or email, no later than December 7, 2020, which is twenty days after the filing date. Protests must be submitted to:

CPUC Energy Division  
Energy Division Tariff Unit  
505 Van Ness Avenue, 4th Floor  
San Francisco, California 94102  
Facsimile: (415) 703-2200  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above. The protest shall also be sent to CleanPowerSF either via E-mail or delivered to the address shown below on the same date it is mailed or delivered to the Commission:

Ben Gustafson  
CleanPowerSF  
San Francisco Public Utilities Commission  
525 Golden Gate Ave. 7th Floor  
San Francisco, CA 94102  
E-mail: [bgustafson@sfwater.org](mailto:bgustafson@sfwater.org)

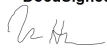
Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall set forth the grounds upon which it is based and must be received by the deadline shown above.<sup>9</sup>

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<sup>9</sup> See General Order 96-B, Section 3.11.

**Notice**

In accordance with General Rule 4 of General Order 96-B, a copy of this advice letter is being served to the service list for R.19-11-009.

DocuSigned by:  
  
35042E9A6F0548B...

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Michael A. Hyams  
Director, CleanPowerSF  
San Francisco Public Utilities Commission  
525 Golden Gate Ave, 7th Floor  
San Francisco, CA 94102  
mhyams@sfwater.org  
(415) 554-1590

cc: Service List R. 19-11-009



**CONFIDENTIAL**

# APPENDIX A

CleanPowerSF Local Capacity Area Resource  
Adequacy Request for Waiver of Penalty

# APPENDIX B

CleanPowerSF Local RA Solicitation Notice



525 Golden Gate Avenue, 13th Floor  
 San Francisco, CA 94102  
 T 415.554.3155  
 F 415.554.3161  
 TTY 415.554.3488

**City and County of San Francisco –  
 Hetch Hetchy Power & CleanPowerSF  
 Request for Offers  
 2021-2022 Resource Adequacy Supplies  
 November 5, 2020**

**Background**

The San Francisco Public Utilities Commission (SFPUC) - Power Enterprise is a department of the City and County of San Francisco (CCSF). The SFPUC operates Hetch Hetchy Power, a full-service retail utility, and CleanPowerSF, San Francisco’s Community Choice Aggregation Program, serving commercial and residential customers in the City and County of San Francisco. The SFPUC is a member of the WSPP under the name City and County of San Francisco (CCSF).

The SFPUC issues this Request for Offers (RFO) to purchase Resource Adequacy (RA) supplies delivered 2021-2022 for **two counterparties**: 1) Hetch Hetchy Power; and 2) CleanPowerSF.

The SFPUC is seeking the following Resource Adequacy products:

- Local + Flexible RA Capacity
  - Bay Area
  - PG&E Other Area:
    - Humboldt
    - North Coast/North Bay
    - Sierra
    - Stockton
    - Fresno
    - Kern

Bids are requested in \$/kW-month as specified in the Bid Workbook – Exhibit A.

**The SFPUC is willing to accept offers for simultaneous buy/sell transactions, in which prospective counterparties offer to sell Local and/or Flexible Resource Adequacy Products to the SFPUC, and simultaneously purchase System Resource Adequacy Products from the SFPUC.**

**Proposal Timing**

RFO Issued	November 5, 2020
Bids Due	5:00 PM PDT, November 9, 2020
Notification of Award	November 10, 2020

Please submit bids to [powerpurchasing@sfgwater.org](mailto:powerpurchasing@sfgwater.org) by **5:00 PM PDT on Monday, November 9, 2020**. **Bids will be evaluated on an ongoing basis and respondents are encouraged to submit bids early.**

On or before November 10, the SFPUC will notify shortlisted sellers of their accepted offers to commence contract negotiations.

**Enabling Agreement -- Required amendments to WSPP confirmation:**

The SFPUC purchases energy under the WSPP agreement. The resulting transactions from this request shall be executed and confirmed using the WSPP confirmation. The SFPUC requires the following amendments to the confirmation for each counterparty:

**Counterparty: Hetch Hetchy Power**

- **Guaranteed Maximum Cost.**
  - **Controller Certification.** Buyer's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of Buyer are not authorized to request, and Buyer is not required to reimburse Seller for, commodities or services beyond the agreed upon Transaction scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of Buyer are not authorized to offer or promise, nor is Buyer required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller for the City and County of San Francisco ("Controller") is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
  - **Biannual Budget Process.** For each City biannual budget cycle during the term of this Confirmation, Buyer agrees it to take all necessary action to will include the maximum amount of its annual payment obligations under this Confirmation in its budget submitted to the City's Board of Supervisors for each year of that budget cycle.
- **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Seller may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure in San Francisco (collectively, "Political Activity") in the performance of this Agreement. Seller agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Seller violates the provisions of this Section, Buyer may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Seller from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Seller's use of profit as a violation of this Section.
- **Nondiscrimination Requirements.**
  - Seller shall comply with the provisions of Chapter 12B of the San Francisco Administrative Code. Seller shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a) and 12B.2(c)-(k) of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Seller is subject to the enforcement and penalty provisions in Chapters 12B and 12C.
  - Seller represents that it does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in the City of San Francisco, on real property owned by the City, or where work is being performed for the Buyer elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.
- **Compliance with Laws.** Each Party shall keep itself fully informed of all applicable federal, state, and local laws, ordinances, or regulations that in any manner affect the performance of this Agreement, and must at all times comply with all such laws, ordinance, or regulations they may be amended from time to time.

- Section 24 of the WSPP Agreement is deleted and replaced with the following: “This WSPP Agreement and any Confirmation shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to principles of conflicts of law.”
- City Vendor Requirements. Notwithstanding any other provision of this Agreement, Buyer shall not be deemed to be in default of this Agreement and no Late Payment Penalty shall be assessed if an invoice under this Agreement cannot be processed by Buyer due to Seller’s failure to comply with all applicable City requirements for City contractors, including but not limited to certification of vendors under Chapter 12 of the San Francisco Administrative Code, payment of business license fees or taxes, insurance requirements, registration in the City’s vendor payment processing system, or any other current or future City requirement for vendor payment processing. Seller understands and acknowledges that vendor certifications may include annual renewals and additional certification requirements may apply to assignees or changes in ownership or control of Seller.

#### **Counterparty: CleanPowerSF**

- **Guaranteed Maximum Cost.**
  - **Controller Certification.** Buyer’s obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of Buyer are not authorized to request, and Buyer is not required to reimburse Seller for, commodities or services beyond the agreed upon Transaction scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of Buyer are not authorized to offer or promise, nor is Buyer required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller for the City and County of San Francisco (“Controller”) is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
  - **Biannual Budget Process.** For each City biannual budget cycle during the term of this Confirmation, Buyer agrees it to take all necessary action to will include the maximum amount of its annual payment obligations under this Confirmation in its budget submitted to the City’s Board of Supervisors for each year of that budget cycle.
- **Designated Fund.**
  - **Auto-Appropriating Designated Fund.** Buyer’s obligations under this Confirmation shall be paid from a SFPUC designated fund that will automatically appropriate CleanPowerSF revenues on an annual basis without further action and which shall be used solely for CleanPowerSF’s costs and expenses, including the Buyer’s obligations under this Confirmation. Buyer agrees to set CleanPowerSF’s rates and charges that are sufficient to maintain revenues necessary to pay all of Buyer’s payment obligations under its contracts for the purchase of energy or energy related products for CleanPowerSF. Buyer shall provide Seller with reasonable access to account balance information with respect to the CleanPowerSF designated fund at all times during the Delivery Period.
  - **Limited Obligations.** Buyer’s obligations under this Confirmation are special limited obligations of CleanPowerSF payable solely from the revenues of CleanPowerSF. The obligations are not a charge upon the revenues or general fund of the SFPUC or the City or upon any non-CleanPowerSF moneys or other property of the SFPUC or the City.
- **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Seller may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure in San Francisco (collectively, “Political Activity”) in the performance of this Agreement. Seller agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event

Seller violates the provisions of this Section, Buyer may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Seller from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Seller's use of profit as a violation of this Section.

- **Nondiscrimination Requirements.**
  - Seller shall comply with the provisions of Chapter 12B of the San Francisco Administrative Code. Seller shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a) and 12B.2(c)-(k) of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Seller is subject to the enforcement and penalty provisions in Chapters 12B and 12C.
  - Seller represents that it does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in the City of San Francisco, on real property owned by the City, or where work is being performed for the Buyer elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.
- **Compliance with Laws.** Each Party shall keep itself fully informed of all applicable federal, state, and local laws, ordinances, or regulations that in any manner affect the performance of this Agreement, and must at all times comply with all such laws, ordinance, or regulations they may be amended from time to time.
- **Section 24 of the WSPP Agreement is deleted and replaced with the following:** "This WSPP Agreement and any Confirmation shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to principles of conflicts of law."
- **City Vendor Requirements.** Notwithstanding any other provision of this Agreement, Buyer shall not be deemed to be in default of this Agreement and no Late Payment Penalty shall be assessed if an invoice under this Agreement cannot be processed by Buyer due to Seller's failure to comply with all applicable City requirements for City contractors, including but not limited to certification of vendors under Chapter 12 of the San Francisco Administrative Code, payment of business license fees or taxes, insurance requirements, registration in the City's vendor payment processing system, or any other current or future City requirement for vendor payment processing. Seller understands and acknowledges that vendor certifications may include annual renewals and additional certification requirements may apply to assignees or changes in ownership or control of Seller.

### **How to Respond**

- Preference will be given to entities that are a WSPP member or have an existing Master Agreement in place with either counterparty.
- Provide information summarizing your specific bid(s) by completing Exhibit A.
- Attach any additional information relevant to your bid.
- SFPUC Origination and Power Supply staff will respond with an email to confirm your bid has been received.
- **Responses and/or questions should be addressed to: [powerpurchasing@sfgwater.org](mailto:powerpurchasing@sfgwater.org)**

### **Post-Response Negotiations**

SFPUC reserves the right to enter into discussions with respondent to gain clarity on its bid, or to suggest a partial amendment to the offer.

### **Disclaimer and Confidentiality**

SFPUC reserves the right, without qualification and in its sole discretion, to reject any or all offers, accept multiple bids, and to terminate this request for bid in whole or in part at any time. Without limiting the



525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

foregoing, SFPUC further reserves the right in its sole discretion, to decline to enter into any agreement with any counterparty for any reason.

It is not SFPUC's intent to publicly disclose individual respondent proprietary information obtained in response to this request. This request is intended to provide information for SFPUC to select a bid to purchase energy, it should NOT be construed as a commitment by SFPUC to enter into a contractual agreement, nor will SFPUC pay for information solicited.

# APPENDIX C

CleanPowerSF RA RFO Notices Unique Entity  
Contact List



CleanPowerSF distributed the above RFOs to the following list of unique entities:

**CleanPowerSF RFO Supplier Distribution List**

1st Light Energy	Greta Group
3 Phases Renewables	Grid Bright
3Degrees	GridSME
8minutenergy	Gridwell Consulting
8minutenergy Renewables	Hanergy America
ABACUS	Harron LLC
Aces	IEPA
ACT Commodities	IID
adaptiveARC	Intersect Power
AEP Energy Partners	JTN Energy
AES Distributed Energy	Just Energy
Agera Energy	Kelson Energy
Alameda Municipal Power	KFW Law
Alcoa Power Marketing LLC	KL Gates
AltaGas San Joaquin Energy Inc	LADWP
Altai Renewables	Large Scale Solar
Amazon	Lendlease
American Power Net	Liberty Power
American Renewable Power	Liberty Power Corp
Anaheim	Lodi
Apple Valley Choice Energy	LS Power
Atlas Renewable Power	MCE
Austin Wentworth Household	Merced ID
Avangrid Renewables	Middle River Power, LLC
AW-Energy Oy	Monterey Bay Community Power
Barovich and Yap	Morgan Lewis
Bay Area Rapid Transit	Morgan Stanley
BayWa r.e. Solar Projects	Mothership Energy Group
BBK Law	Mundo Investments
BGC Environmental Brokerage Services	MWR
BGC Partners	Natural Fiber Resources LLC
Black Bear Energy	Nevada Irrigation District
Bloom Energy	NewFields
Boston Energy Trading and Marketing, LLC	NextEnergy
BP Energy Co.	Nextera Energy
Braun Blaising Smith Wynne	Northern California Power Agency (NCPA)
Brookfield Energy Marketing LP	Nrg Energy Center S F Llc

Buchalter	NRG Renewables
CAISO	Ohm Connect
CalChoice	Opinion Dynamics
California Dept. of Water Resources	Origis Energy
California Energy Markets	Ormat
California Public Utilities Commission (CPUC)	Oscar Santos Household
California Resources Corporation	Pacific Energy Advisors, Inc.
Calpine Corporation	Pacific Gas and Electric Company (PG&E)
CalWEA	Panasonic
Candela Renewables	Pattern Energy
CBECal	Peninsula Clean Energy
CEDMC	PG&E
CEERT	Pilot Power Group
Centauri Energy	Pioneer Community Energy
CES Ltd	Placer County Water Agency
Citi Group	Port of Oakland
City of Anaheim	Powerex Corp.
City of Azusa	Public Power Council
City of Banning	Recurrent Energy
City of Colton	Renewable Energy Systems (RES)
City of Palo Alto	ReNewAll
City of Pasadena	Reterro
City of Santa Clara Department of Public Utilities	Riverside
City of Vernon	Rockland Capital
Clean Energy Collective	Rocky Mountain Institute
Clean Line Energy Partners	RPS Advisors
Clean Power Alliance	RTO Advisors
Clean Power Energy Management	San Diego Gas & Electric
Clearway Energy Group	San Jose Clean Energy
Clenera	SCD Energy
Cogentrix	Scout Clean Energy
ConocoPhillips Company	Sempra Renewables
Constellation Energy Commodities Group	Shell Energy North America
Coronal Energy	Sierra Club
CRC	Silicon Valley Clean Energy
Cypress Creek Renewables	Silicon Valley Power
Dentons	SMUD
Diamond Generating	Smyers
Direct Energy Business	Solar City

DMC Advisors	Solar Electric Solutions
DTE Energy Trading	Solar Frontier Americas
Duke Energy	Solar Provider Group
Dynegy	Sonoma Clean Power
E.ON Climate & Renewables North America	South Feather Water and Power
Earth Justice	Southern California Edison
East Bay Community Energy	Southern Power Company
East Bay Municipal Utility District	Southwestern Power Group
EDF Renewable Energy	Spower
EDF Trading	Stoel Rives LLP
Edms-llc	Storage Alliance
EDP Renewables North America	Strata Solar
EES Consulting	STX Services B.V.
ELSYS, Inc	Sunpin Solar
EMF	SunPower
Enbridge Inc.	Tenaska Power Services
Endurance Wind Power	Terra-Gen
Enel X	Tesla, Inc.
Energy Attorney	The Energy Authority
Energy Hub	The Utility Reform Network
Energy Visions	Thompson Coburn
EnerNOC, Inc.	Tiger Natural Gas
Engie	Tosdal Law Firm
Eq-research	TRANE
ESLawFirm	Transalta Corporation
Evolution Markets	Tullett Prebon
EVP Development	U.S. Geothermal
EWT Americas	Union of Concerned Scientists
FIRM clean energy	University of California, Office of the President (UCOP)
First Solar	Wadham Energy
Flynnrci	Water CA
Frontier Energy	Wellhead
Frontier Renewables	Western Area Power Administration
Ge	Western Energy and Water
Genon	Westlands Solar Park
Gexa Energy	Wind Wall Development
Gladstein, Neandross & Associates	Winston
LLC	
Glendale	Woodruff Expert Services
Good Company Associates	Y Lehr Household
Goodin Mac Bride	Yuba County Water Agency

Grande Vista Energy

# APPENDIX D

CAISO Bulletin Board Posting

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**SUNITA JONESx959**

[Home / Buying](#)

## CleanPowerSF Seeking January-March 2021 Local RA

**SUNITA JONESx959**  
Posts: 4

0 seconds ago

CleanPowerSF is seeking to purchase Resource Adequacy (RA) products in January-March 2021 to comply with Local Resource Adequacy Requirements ("RAR") through this Request for Offers ("RFO").

**Requested Capacity Products and Volumes - CleanPowerSF is seeking offers to purchase the following Products and Terms:**

Sierra Local RA – up to 26 MW delivered January – March 2021  
Kern Local RA – up to 6 MW delivered January – March 2021

CleanPowerSF will consider any part or all of the products and volumes.

**Solicitation Process:**

Please submit any offers to [powerpurchasing@sfwater.org](mailto:powerpurchasing@sfwater.org) as soon as possible. CleanPowerSF will evaluate offers and notify winning offers on an ongoing basis.

[REPORT TO MODERATOR](#) [EDIT](#) [DELETE](#)

**CONFIDENTIAL**

# APPENDIX E

CleanPowerSF's RA RFO Bid Information

**CONFIDENTIAL**

DECLARATION OF ERIN B. MULBERG IN  
SUPPORT OF CLEANPOWERSF'S ADVICE  
LETTER 10-E REQUESTING WAIVER OF  
PENALTIES FOR CERTAIN LOCAL  
RESOURCE ADEQUACY DEFICIENCIES  
IN ITS JANUARY 2021 MONTH AHEAD  
FILING