



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



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

Company name/CPUC Utility No.:

Utility type:

ELC       GAS       WATER  
 PLC       HEAT

Contact Person:

Phone #:  
E-mail:  
E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type:  Monthly     Quarterly     Annual     One-Time     Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested?  Yes     No

If yes, specification of confidential information:

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:

Resolution required?  Yes     No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

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:

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

Pending advice letters that revise the same tariff sheets:

<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:  
Title:  
Utility Name:  
Address:  
City:  
State: Zip:  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

Name:  
Title:  
Utility Name:  
Address:  
City:  
State: Zip:  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

## 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	

**November 1, 2021**

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 18-E  
Approval of CleanPowerSF's Request for Waiver of Penalties for Certain  
Local Resource Adequacy Deficiencies in its 2022 Year Ahead Filing**

**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 2022 Resource Adequacy ("RA") Year Ahead filing, as identified in Confidential Appendix A for Calendar Year 2022.

**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 25 of the "2022 Filing Guide for System, Local and Flexible Resource Adequacy (RA) Compliance Filings," issued Oct. 18, 2021, ("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 along with accompanying information about the terms and conditions of the Request for Offer or other form of solicitation, and

**London N. Breed**  
Mayor

**Anson Moran**  
President

**Newsha Ajami**  
Vice President

**Sophie Maxwell**  
Commissioner

**Tim Paulson**  
Commissioner

**Ed Harrington**  
Commissioner

**Dennis J. Herrera**  
General Manager

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.



- (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>

### **The RA Market in PG&E's Territory.**

As described below, the RA market in PG&E's territory is constrained to the point where it is virtually impossible for all LSEs to be compliant with its Local RAR. Despite its best efforts to procure the resources and comply with the requirements, CleanPowerSF has Local RA deficiencies as identified in confidential Appendix A.

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<sup>1</sup> See RA Guide at 49-50 (quoting).

<sup>2</sup> RA Guide at 50.

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

Each LSE’s Local RAR is based off the California Independent System Operator’s (“CAISO’s”) annual Local Capacity Technical study which was released in April 2021. Table 1 below, copied from CAISO’s 2022 Local Capacity Technical Study, shows the final LCR’s for the 2022 compliance year.<sup>4</sup>

Table 1.

**2022 Local Capacity Needs**

Local Area Name	August Qualifying Capacity				Capacity Available at Peak	2022 LCR Need
	QF/ Muni (MW)	Non-Solar (MW)	Solar (MW)	Total (MW)	Total (MW)	Capacity Needed
Humboldt	0	181	0	181	181	111
North Coast/ North Bay	119	715	0	834	834	834*
Sierra	1193	894	5	2092	2087	1220*
Stockton	129	445	12	586	574	562*
Greater Bay	611	7129	8	7748	7748	7231*
Greater Fresno	194	2819	357	3370	3172	1987*
Kern	4	333	81	418	337	356*
Big Creek/ Ventura	424	4816	369	5609	5609	2173
LA Basin	1160	7603	11	8774	8774	6646
San Diego/ Imperial Valley	8	3985	369	4362	3993	3993
<b>Total</b>	<b>3842</b>	<b>28920</b>	<b>1212</b>	<b>33974</b>	<b>33309</b>	<b>25113</b>

CAISO’s LCR need is allocated among the Local Regulatory Authorities (LRAs), with the CPUC jurisdictional entities representing the largest portion of CAISO’s Balancing Area;<sup>5</sup> these entities accounted for about 91% of the energy demand in 2020.<sup>6</sup> Accordingly, CPUC jurisdictional entities must show the vast majority of the 2022 LCR need for compliance.

<sup>4</sup> See “2022 Local Capacity Technical Study, Final Report (April 30, 2021) at 2, available at <http://www.caiso.com/InitiativeDocuments/Final2022LocalCapacityTechnicalReport.pdf>, (last visited Oct. 28, 2021).

<sup>5</sup> See “Final Root Cause Analysis, Mid-August 2020 Heat Storm” (January 13, 2021) at 41, available at <http://www.caiso.com/Documents/Final-Root-Cause-Analysis-Mid-August-2020-Extreme-Heat-Wave.pdf> (last visited Oct. 28, 2021)

<sup>6</sup> *Id.*

As the LRA for CleanPowerSF, the CPUC allocates to CleanPowerSF its portion of the PG&E local area LCR need.<sup>7</sup> CleanPowerSF’s allocated local RAR is also net of Capacity Allocation Mechanism (CAM) and Demand Response (DR) credits allocated to CleanPowerSF by the CPUC.

The amount of RA available from in-state resources is dependent upon each resource’s Net Qualifying Capacity (NQC) or Effective Load Carry Capability (ELCC). The total NQC available, including by location, for the 2022 compliance year can be seen in the CAISO’s NQC list that was released on October 7, 2021.<sup>8</sup> Table 2 below summarizes data from the final 2022 NQC list and compares it to the 2021 Local Capacity Technical Study performed by CAISO. For purposes of this chart, CleanPowerSF assumed all resources in the “2022 Other” tab of the 2022 NQC list would be able to provide RA.

Table 2.

IOU	Local Area	2022 LCR	August NQC	Difference Between LCR and Aug. NQC	% of NQC Needed to Meet LCR
PG&E- Bay Area	Bay Area	7,231.00	5,678.45	(1,552.55)	127.34%
PG&E Other	Kern	356.00	368.19	12.19	96.69%
	Fresno	1,987.00	2,951.40	964.40	67.32%
	NCNB	834.00	860.12	26.12	96.96%
	Sierra	1,220.00	1,434.25	214.25	85.06%
	Stockton	562.00	508.33	(53.67)	110.56%
	Humboldt	111.00	178.94	67.94	62.03%
	"PG&E Other" Total	5,070.00	11,979.68	6,909.68	42.32%
SDG&E	San Diego-IV	3,993.00	4,447.00	454.00	89.79%
SCE	Big Creek-Ventura	2,173.00	4,543.28	2,370.28	47.83%
	LA Basin	6,646.00	9,052.85	2,406.85	73.41%

Even with the assumption that the “2022 Other”<sup>9</sup> tab additions in the NQC list provide RA, the chart shows that two local areas in PG&E Other have insufficient supply. The Bay Area’s August 2022 NQC is 5,678.45 MW, whereas the LCR need is 7,231.00 MW, meaning even if every MW of RA was under contract there would still be a shortfall of 1,552.55 MW compared to the LCR need. This shortfall represents significantly more challenging conditions

<sup>7</sup> PG&E’s Local Areas are Humboldt, North Coast/North Bay, Sierra, Stockton, Greater Bay, Greater Fresno, and Kern.

<sup>8</sup> See Final Net Qualifying Capacity Report for Compliance Year 2022 (October 7, 2021) available at <https://www.caiso.com/Documents/Draft-Final-Net-Qualifying-Capacity-Report-for-Compliance-Year-2022.xls> (last visited Oct. 28, 2021)

<sup>9</sup> Resources listed in the “2022 Other” tab have not yet declared COD. NQC values for resources listed in this tab are not final and are subject to change based on the status of transmission upgrades, Unit Capability at time of COD, and declaration of COD. See Final Net Qualifying Capacity Report for Compliance Year 2022 (October 7, 2021) available at <https://www.caiso.com/Documents/Draft-Final-Net-Qualifying-Capacity-Report-for-Compliance-Year-2022.xls> (last visited Oct. 28, 2021)

that those of August 2021, in which the Bay Area's NQC was 7,250.83 MW with an LCR need of only 6,353.00 MW. Stockton also shows a shortfall; its August NQC is 508.33 MW while its LCR need is 562.00 MW. The chart also shows that other local areas have extremely tight supply margins. Kern, North Coast North Bay, and Humboldt all have fewer than 70 MW of "excess" NQC, indicating nearly every MW of NQC in the local area must be under an RA contract for every LSE to be compliant. This chart also shows that PG&E's local areas are much more constrained than SCE and SDG&E's local areas.

Because there are a set number of resources within each local area, an LSE can only be compliant with the CPUC's local RAR if a resource owner sells virtually all their RA from their local resource. The resources must also be sold to an increasing number of LSEs. This makes it increasingly harder for CPUC jurisdictional entities to be 100% compliant with their local RAR. Moreover, the rule that allows compliance if an LSE meets the RAR for its cumulative PG&E Other showing creates a disincentive for LSEs oversubscribed in PG&E Local Areas to trade their excess Local RA while doing nothing to ensure reliability in each local area.

### **Compliance Efforts**

#### *1. RA Solicitations Since 2021 RA 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 has held five different RA RFO's for the 2022 RA Compliance Year,<sup>10</sup> sending the notices to over 600 unique entities.<sup>11</sup>

In addition to soliciting RA through its own RFOs CleanPowerSF has participated in four unique IOU RA solicitations and four Other Third-Party local RA Solicitations.<sup>12</sup>

CleanPowerSF has pursued all "commercially reasonable" efforts to acquire its Local RAR and has either (1) received no bids, or (2) received no bids for an unbundled RA capacity contract of under \$51 per kW-year or for a bundled

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<sup>10</sup> See Appendix B for CleanPowerSF's RA RFO notices.

<sup>11</sup> See Appendix C for List of Unique Entities to which RA RFOs were sent.

<sup>12</sup> See Appendix D for Notices for Local RA Solicitations in which CleanPowerSF has participated.



capacity and energy products of under \$73 per kW-year.<sup>13, 14</sup> Confidential Appendix E shows explicitly whether bids were received and at what prices showing that CleanPowerSF meets the “commercially reasonable” efforts standard.<sup>15</sup>

## 2. *Bundled Contracts*

In addition to the unbundled RA capacity contracts discussed above, CleanPowerSF has entered into six long-term bundled (energy and capacity) contracts with parties and is continuing to pursue additional bundled contracts in PG&E Local RA areas.<sup>16</sup>

<b>Bundled Contract Name</b>	<b>Bundled Contract Capacity (MW)</b>
sPower Solar	100
Blythe Solar	62.5
Voyager Wind	50
Oasis Wind	60
Maverick Solar	100
Maverick Storage	50

In addition to the above, CleanPowerSF plans to bring on additional battery storage capacity in 2022.

## 3. *Aggregated procurement in PG&E Other Local Capacity Areas.*

Confidential Appendix A shows that CleanPowerSF’s procurement of Local RAR capacity within the six disaggregated PG&E Other Local Capacity Areas sums to meet CleanPowerSF’s collective requirement for the disaggregated PG&E Other Local Capacity Areas in eight months.<sup>17</sup> Thus, CleanPowerSF has also fulfilled its Local RAR obligations in these months because CleanPowerSF procured sufficient resources to meet the aggregated PG&E Other area requirement.

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<sup>13</sup> See Confidential Appendix E for CleanPowerSF’s local RA RFO bids received including price (\$), volume (MW), and bid resolution.

<sup>14</sup> See Confidential Appendix F for CleanPowerSF’s bids into IOU and other Third-Party solicitations including price (\$) and volume (MW) requested.

<sup>15</sup> See Confidential Declaration of Erin B. Mulberg in Support of CleanpowerSF’s Advice Letter 18-E Requesting Waiver of Penalties for Certain Local Resource Adequacy Deficiencies in its 2021 Year Ahead Filing (“Mulberg Decl.”) (describing CleanPowerSF’s efforts to procure Local RA).

<sup>16</sup> Mulberg Decl. ¶ 15.

<sup>17</sup> Mulberg Decl. ¶17

#### 4. *Continued Participation in the Market*

CleanPowerSF made all reasonable and good faith efforts to meet its Local RAR in advance of the year-ahead filing requirement. Notwithstanding this waiver request, CleanPowerSF will continue to seek Local RA capacity to cure the deficiencies identified in Confidential Appendix A.<sup>18</sup> For example, CleanPowerSF notes that due to its continued efforts to procure Local RA after its submission of the Year-Ahead filing it cured much of its 2021 Local RA deficiency before the Month Ahead filings. CleanPowerSF intends to take all reasonable measures to do the same in 2022.

#### **Confidential Documents**

Appendices A, E, and F and the Confidential Declaration of Erin Mulberg are confidential pursuant to the “Declaration of Michael A. Hyams in support of Confidential Treatment of Data and Information Contained in CleanPowerSF’s Advice Letter 18-E” submitted concurrently.

#### **Request**

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

- Approves CleanPowerSF’s requested waiver of penalties for the deficiency amount of Local RA capacity by area and month as referenced in Confidential Appendix A.
- Grants the waiver in the month ahead filings provided an attestation is signed by a certified officer of CleanPowerSF that it has continued to attempt to cure its local RA deficiencies.

#### **Tier Designation**

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

#### **Effective Date**

No later than December 1, 2021 — 30 days after filing.

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<sup>18</sup> Mulberg Decl. ¶18,

## **Protests**

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or email, no later than November 22, 2021, which is 21 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)

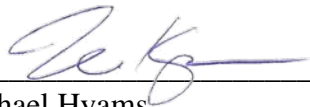
Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above. The protest shall also be sent to CleanPowerSF either via E-mail or delivered to the address shown below on the same date it is mailed or delivered to the Commission:

Alyssa Krag-Arnold  
CleanPowerSF  
San Francisco Public Utilities Commission  
525 Golden Gate Ave. 7th Floor  
San Francisco, CA 94102  
E-mail: [akragarnold@sfgwater.org](mailto:akragarnold@sfgwater.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>19</sup>

## **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.



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Michael Hyams  
Director, CleanPowerSF  
San Francisco Public Utilities Commission  
525 Golden Gate Ave, 7th Floor

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<sup>19</sup> See General Order 96-B, Section 3.11.

San Francisco, CA 94102  
mhyams@swater.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 RA RFO Notices

# CleanPowerSF Solicitation of Unbundled RA

CleanPowerSF has taken all commercially reasonable steps to procure Local Resource Adequacy through issuing five (5) solicitations for unbundled Resource Adequacy capacity.

1. Request for Offers (RFO) System, Bay Area, Humboldt, Sierra, Stockton, Fresno, Kern, North Coast/North Bay, and Flex RA for 2021-2025
  - a. RFO issuance date: March 25, 2021
  - b. Bid due date: April 2, 2021
  - c. Shortlist notification date: April 9, 2021
  - d. Number of parties RFO was distributed to: ~650 emails
  - e. Solicitation Materials:
  
2. RFO for System, Bay Area, Humboldt, Sierra, Stockton, Fresno, Kern, North Coast/North Bay, and Flex RA for 2022-2023
  - a. RFO issuance date: June 15, 2021
  - b. Bid due date: June 18, 2021
  - c. Shortlist notification date: June 23, 2021
  - d. Number of parties RFO was distributed to: ~500 emails
  - e. Solicitation Materials:
  
3. RFO for System, Bay Area, Humboldt, Sierra, Stockton, Fresno, Kern, North Coast/North Bay, and Flex RA 2022-2025
  - a. RFO issuance date: July 22, 2021
  - b. Bid due date: July 30, 2021
  - c. Shortlist notification date: August 4, 2021
  - d. Number of parties RFO was distributed to: ~500 emails
  - e. Solicitation Materials:
  
4. RFO for System, Bay Area, Humboldt, Sierra, Stockton, Fresno, Kern, North Coast/North Bay, and Flex RA 2022-2025
  - a. RFO issuance date: September 3, 2021
  - b. Bid due date: September 10, 2021
  - c. Shortlist notification date: September 15, 2021
  - d. Number of parties RFO was distributed to: ~500 emails
  - e. Solicitation Materials:
  
5. RFO for System, Bay Area, Humboldt, Sierra, Stockton, Fresno, Kern, North Coast/North Bay, and Flex RA 2022-2025
  - a. RFO issuance date: October 12, 2021

- b. Bid due date: October 15, 2021
- c. Shortlist notification date: October 18, 2021
- d. Number of parties RFO was distributed to: ~500 emails
- e. Solicitation Materials:





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  
July 1, 2021 - December 31, 2025 Resource Adequacy Supplies**  
March 25, 2021

**REVISED**

**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 in 2021-2025 for **two counterparties**: 1) Hetch Hetchy Power (CCSF); and 2) CleanPowerSF (CPSF).

The SFPUC is seeking the following Resource Adequacy products:

Counterparty	Product	Area	Minimum Volume (MW)	Delivery Start	Delivery End	Term
CCSF/CPSF to Purchase	System RA	North and/or South System	1MW	7/1/2021	12/31/2025	Monthly or multiple month offers
CCSF/CPSF to Purchase	Intertie RA	COB, NOB & PV	1MW	7/1/2021	12/31/2025	Monthly or multiple month offers
CCSF/CPSF to Purchase	Local RA (PG&E TAC)	Bay Area and/or PG&E Other	1MW	7/1/2021	12/31/2025	Monthly or multiple month offers

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

**Proposal Timing**

RFO Issued	March 25, 2021
Bids Due	12:00 PM PPT, April 2, 2021
Notification of Award	April 9, 2021

Please submit bids to [powerpurchasing@sfgwater.org](mailto:powerpurchasing@sfgwater.org) by **12:00 PM PPT on Friday, April 2, 2021**. **Bids will be evaluated on an ongoing basis and respondents are encouraged to submit bids early.**

On or before April 9<sup>th</sup>, 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 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.



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**City and County of San Francisco –  
CleanPowerSF  
Request for Offers  
January 1, 2022 - December 31, 2023 Resource Adequacy Supplies  
June 15, 2021**

**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 in 2022-2023 to CleanPowerSF (CPSF). The SFPUC is seeking the following Resource Adequacy products:

Counterparty	Product	Area	Minimum Volume (MW)	Delivery Start	Delivery End	Term
CPSF to Purchase	System RA +Flex	North and/or South System	1MW	1/1/2022	12/31/2023	Monthly or multiple month offers
CPSF to Purchase	Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2023	Monthly or multiple month offers
CPSF to Purchase	Intertie RA (COB, NOB, PV)	Intertie RA (COB, NOB, PV)	1MW	1/1/2022	12/31/2023	Monthly or multiple month offers
CPSF to Purchase	Local RA (PG&E TAC) +Flex	Bay Area and/or PG&E Other	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers
CPSF to Purchase / CPSF to Sell (Swap)	Purchase: System RA + Flex / Sell: Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2023	Monthly or multiple month offers
CPSF to Purchase / CPSF to Sell (Swap)	Purchase: Local RA (PG&E TAC) +Flex / Sell: Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers

**Proposal Timing**

RFO Issued	June 15, 2021
Bids Due	12:00 PM PPT, June 18, 2021
Notification of Award	June 23, 2021

Please submit bids to [powerpurchasing@sfgwater.org](mailto:powerpurchasing@sfgwater.org) by **12:00 PM PPT on Friday, June 18, 2021**. **Bids will be evaluated on an ongoing basis and respondents are encouraged to submit bids early.**

On or before June 23<sup>rd</sup>, 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: 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 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.



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## City and County of San Francisco – Hetch Hetchy Power & CleanPowerSF Request for Offers

### January 1, 2022 - December 31, 2025 Resource Adequacy Supplies

July 22, 2021

#### 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 in 2022-2025 for **two counterparties**: 1) Hetch Hetchy Power (CCSF); and 2) CleanPowerSF (CPSF).

The SFPUC is seeking the following Resource Adequacy products:

Counterparty	Product	Area	Minimum Volume (MW)	Delivery Start	Delivery End	Term
CPSF to Purchase	System RA +Flex	North and/or South System	1MW	1/1/2022	12/31/2025	Monthly or multiple month offers
CPSF to Purchase	Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2025	Monthly or multiple month offers
CPSF to Purchase	Intertie RA (COB, NOB, PV)	Intertie RA (COB, NOB, PV)	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers
CPSF or HHP to Purchase	Local RA (PG&E TAC) +Flex	Bay Area and/or PG&E Other	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers
CPSF to Purchase / CPSF to Sell (Swap)	Purchase: System RA + Flex / Sell: Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers
CPSF to Purchase / CPSF to Sell (Swap)	Purchase: Local RA (PG&E TAC) +Flex / Sell: Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers





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**Proposal Timing**

RFO Issued	July 22, 2021
Bids Due	12:00 PM PPT, July 30, 2021
Notification of Award	August 4, 2021

Please submit bids to [powerpurchasing@sfgwater.org](mailto:powerpurchasing@sfgwater.org) by **12:00 PM PPT on Friday, July 30, 2021**. **Bids will be evaluated on an ongoing basis and respondents are encouraged to submit bids early.**

On or before August 4<sup>th</sup>, the SFPUC will notify shortlisted sellers of their accepted offers to commence contract negotiations.

WSPP AGREEMENT AMENDMENTS; PURCHASER TERMS

**A. WSPP Amendments.**

1. Payment

- (a) After Seller has delivered the Contract Quantity in accordance with this Confirmation and issued its invoice, Purchaser shall pay for the Product as provided in Article 9 of the WSPP Agreement, except that under Section 9.4 of the WSPP Agreement, in case any portion of any bill is in dispute, then only the undisputed portion of the bill shall be paid when due. The disputed portion of the bill shall be adjusted or paid upon final resolution of the dispute.
- (b) Section 28.1 of the WSPP Agreement is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the WSPP Agreement to be effective on the Confirmation Effective Date.
- (c) Notwithstanding any other provision of this Agreement, Buyer shall not be deemed to be in default of this Agreement and no interest 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.
- (d) Notwithstanding any provision to the contrary in Section 9.2 of the Master Agreement, payments shall be due within thirty (30) days after receipt of the invoice. Any amount not paid by the Due Date shall be subject to a late payment penalty equal to a daily rate of \$5.50 per \$100,000.00 (“Late Payment Fee”) for a maximum period of one hundred and eighty (180) calendar days after such payment is due.

2. Default and Termination

- (a) Section 22.1 is modified by inserting the following new text at the end of the Section:

“(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party’s admission in a writing that is unable to generally pay its debts as they become due;

(g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or

(h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets.”

- (b) Section 22.2(b) is amended by inserting “and is continuing” after “Event of Default occurs” in the first line and deleting the entire second sentence.

- (c) Section 22.3(c) is amended by deleting the third sentence in its entirety and replacing it with the following: “Notwithstanding anything to the contrary in the WSPP Agreement, if the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs after any set-off as set forth in Section 22.3(d) of the WSPP Agreement, the Termination Payment shall be zero dollars (\$0).”

- (d) Section 22.3(e) is deleted in its entirety and replaced with “[Reserved]”.

3. Governing Law. Section 24 of the WSPP Agreement is deleted in its entirety and replaced with the following:

“This Agreement and any Transaction 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.”

4. Collateral. Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.

5. Confidentiality. Notwithstanding Section 30.1 of the WSPP Agreement,

- (a) The Parties may disclose information as necessary to its officers, employees, agents, consultants, and contractors as necessary for the performance of its obligations under this Agreement and as necessary to comply with any applicable law, regulation, rule, requirement, request, or order of a governmental body with jurisdiction, including the California ISO. In addition, Purchaser may disclose information as necessary to any subsequent buyer.

- (b) The Parties acknowledge that this Transaction, and all records related to its formation or performance, are subject to the California Public Records Act, (California Government Code section 6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco

Administrative Code Chapter 67) and that either Party may be required to make public this Confirmation (which may be partially redacted by a Party) in connection with the process of seeking approval from its board or commission for the execution of this Confirmation. Each Party acknowledges that the other Party may submit information to it that the other Party considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255).

- (c) If a Party (“Disclosing Party”) contends that any information submitted to the other Party (“Receiving Party”) contains the Disclosing Party’s proprietary and confidential information which falls within one or more California Public Records Act exemptions, the Disclosing Party shall clearly mark such information “Proprietary and Confidential” and identify the specific lines containing such information. Upon request or demand of any third person or entity not a party to this Confirmation (“Requestor”) pursuant to the California Public Records Act for production, inspection and/or copying of this Confirmation or any information designated by the Disclosing Party as confidential, the Receiving Party as soon as practical shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via electronic mail, and/or by overnight carrier to the address, or email address listed at the end of this Confirmation. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be confidential information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action within ten (10) days, after receiving the foregoing notice from the Receiving Party, the Disclosing Party agrees that the Disclosing Party may comply with the Requestor’s demand and is not required to defend against it. Notwithstanding the foregoing, Purchaser may release confidential information without notice to or over the objection of Seller if Purchaser’s legal counsel advises Purchaser that Purchaser is required by law to release such confidential information.

6. Dispute Resolution.

- (a) Section 22.3(f) of the WSPF Agreement is deleted in its entirety and replaced with the following:

“If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34.”

- (b) Subsections 34.1 and 34.2 of the WSPF Agreement are hereby deleted and replaced with the following:

“34.1 INFORMAL DISPUTE RESOLUTION

In the event of any dispute arising under this Transaction, within ten (10) days following the receipt of a written notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute. If the Parties are unable to resolve a dispute arising hereunder within thirty (30) days after receipt of such notice, then either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Transaction.”

“34.2 EXCLUSIVE JURISDICTION

Each Party submits to the exclusive jurisdiction of the state or federal courts located in San Francisco, California, for any action or proceeding relating to this agreement or any Transaction, and expressly waives any objection it may have to such jurisdiction or the convenience of such forum.”

- (c) The second sentence of Section 34.3 is deleted in its entirety.
  - (d) The phrase “arbitration or mediation” is hereby deleted from the first line of Section 34.4 and replaced with “dispute resolution”.
  - (e) Exhibit D is deleted in its entirety.
7. Section 37 is amended by inserting the following in the beginning of the section: “On the date of entering into this Confirmation,”.
8. Section 41 “Witness” shall become Section 42 and the following “Standard of Review” Section shall be substituted in its place:
- Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956).

**B. Purchaser Standard Terms**

- 1. Designated Fund [CleanPowerSF only].
  - (a) Auto-Appropriating Designated Fund. Buyer’s payment obligations under this Confirmation shall be paid from a SFPUUC designated fund that will automatically appropriate CleanPowerSF revenues on an annual basis without further action and which shall be used solely for CleanPowerSF 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.

- (b) Limited Obligations. Buyer's payment obligations under this Confirmation are special limited obligations of CleanPowerSF payable solely from the revenues of CleanPowerSF. Buyer's payment obligations under this Confirmation are not a charge upon the revenues or general fund of the SFPUC or the City and County of San Francisco or upon any non-CleanPowerSF moneys or other property of the SFPUC or the City and County of San Francisco.

2. Guaranteed Maximum Cost.

- (a) 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 contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the 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 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.

- (b) Biannual Budget Process. For each City and County of San Francisco biannual budget cycle during the term of this Confirmation, Buyer agrees to take all necessary action to include the maximum amount of its annual payment obligations under this Confirmation in its budget submitted to the City and County of San Francisco's Board of Supervisors for each year of that budget cycle.

3. Compliance with Laws. Each Party shall keep itself fully informed of all applicable federal, state, and local laws in any manner affecting the performance of its obligations under this Confirmation, and must at all times materially comply with such applicable laws as they may be amended from time to time.

4. Prohibition on Political Activity with City Funds. In performing any services required under this Agreement, Seller shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure in San Francisco.
5. Nondiscrimination Requirements.
  - (a) Non-discrimination in Contracts. Seller shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Seller shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 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.
  - (b) Non-discrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Seller does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City 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.
6. Submitting False Claims. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (1) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (2) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (3) conspires to defraud the City by getting a false claim allowed or paid by the City; (4) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (5) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
7. Consideration of Salary History. Seller shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Seller is

prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property.

8. Consideration of Criminal History in Hiring and Employment Decisions. Seller agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code, including the remedies provided, and implementing regulations, as may be amended from time to time. The requirements of Chapter 12T shall only apply to Seller’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.
9. Conflict of Interest. By executing this Agreement, Seller certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.
10. Campaign Contributions. By executing this Agreement, Seller acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Seller’s board of directors; Seller’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten

percent (10%) in Seller; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Seller. Seller shall inform the relevant persons of the limitation on contributions imposed by Section 1.126.

### **C. Miscellaneous**

1. Counterparts. This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
2. Entire Agreement; No Oral Agreements or Modifications. This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

### **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@sfwater.org](mailto:powerpurchasing@sfwater.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 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.





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## City and County of San Francisco – Hetch Hetchy Power & CleanPowerSF Request for Offers

### January 1, 2022 - December 31, 2025 Resource Adequacy Supplies

September 2, 2021

#### 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 in 2022-2025 for **two counterparties**: 1) Hetch Hetchy Power (CCSF); and 2) CleanPowerSF (CPSF).

The SFPUC is seeking the following Resource Adequacy products:

Counterparty	Product	Area	Minimum Volume (MW)	Delivery Start	Delivery End	Term
CPSF to Purchase	System RA +Flex	North and/or South System	1MW	1/1/2022	12/31/2025	Monthly or multiple month offers
CPSF to Purchase	Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2025	Monthly or multiple month offers
CPSF to Purchase	Intertie RA (COB, NOB, PV)	Intertie RA (COB, NOB, PV)	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers
CPSF or HHP to Purchase	Local RA (PG&E TAC) +Flex	Bay Area and/or PG&E Other	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers
CPSF to Purchase / CPSF to Sell (Swap)	Purchase: System RA + Flex / Sell: Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers
CPSF to Purchase / CPSF to Sell (Swap)	Purchase: Local RA (PG&E TAC) +Flex / Sell: Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers



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**Proposal Timing**

RFO Issued	September 3, 2021
Bids Due	12:00 PM PPT, September 10, 2021
Notification of Award	September 15, 2021

Please submit bids to [powerpurchasing@sfgwater.org](mailto:powerpurchasing@sfgwater.org) by **12:00 PM PPT on Friday, September 10, 2021**. **Bids will be evaluated on an ongoing basis and respondents are encouraged to submit bids early.**

On or before September 15<sup>th</sup>, the SFPUC will notify shortlisted sellers of their accepted offers to commence contract negotiations.

**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)**

**REQUIRED WSPP AGREEMENT AMENDMENTS**

**A. General WSPP Amendments.**

**1. Payment**

- (a) After Seller has delivered the Contract Quantity in accordance with this Confirmation and issued its invoice, Purchaser shall pay for the Product as provided in Article 9 of the WSPP Agreement, except that under Section 9.4 of the WSPP Agreement, in case any portion of any bill is in dispute, then only the undisputed portion of the bill shall be paid when due. The disputed portion of the bill shall be adjusted or paid upon final resolution of the dispute.
- (b) Section 28.1 of the WSPP Agreement is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the WSPP Agreement to be effective on the Confirmation Effective Date.
- (c) Notwithstanding any other provision of this Agreement, Buyer shall not be deemed to be in default of this Agreement and no interest 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.

- (d) Notwithstanding any provision to the contrary in Section 9.2 of the Master Agreement, payments shall be due within thirty (30) days after receipt of the invoice. Any amount not paid by the Due Date shall be subject to a late payment penalty equal to a daily rate of \$5.50 per \$100,000.00 ("Late Payment Fee") for a maximum period of one hundred and eighty (180) calendar days after such payment is due.
2. Default and Termination
- (a) Section 22.1 is modified by inserting the following new text at the end of the Section:
- "(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due;
- (g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or
- (h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets."
- (b) Section 22.2(b) is amended by inserting "and is continuing" after "Event of Default occurs" in the first line and deleting the entire second sentence.
- (c) Section 22.3(c) is amended by deleting the third sentence in its entirety and replacing it with the following: "Notwithstanding anything to the contrary in the WSPP Agreement, if the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs after any set-off as set forth in Section 22.3(d) of the WSPP Agreement, the Termination Payment shall be zero dollars (\$0)."
- (d) Section 22.3(e) is deleted in its entirety and replaced with "[Reserved]".
3. Governing Law. Section 24 of the WSPP Agreement is deleted in its entirety and replaced with the following:
- "This Agreement and any Transaction 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."
4. Collateral. Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.
5. Confidentiality. Notwithstanding Section 30.1 of the WSPP Agreement,
- (a) The Parties may disclose information as necessary to its officers, employees, agents, consultants, and contractors as necessary for the performance of its obligations under this Agreement and as necessary to comply with any applicable law, regulation, rule, requirement, request, or order of a governmental body with jurisdiction, including the California ISO. In addition, Purchaser may disclose information as necessary to any subsequent buyer.
- (b) The Parties acknowledge that this Transaction, and all records related to its formation or performance, are subject to the California Public Records Act, (California Government Code section 6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67) and that either Party may be required to make public this Confirmation (which may be partially redacted by a Party) in connection with the process of seeking approval from its board or commission for the execution of this Confirmation. Each Party acknowledges that the other Party may submit information to it that the other Party considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255).
- (c) If a Party ("Disclosing Party") contends that any information submitted to the other Party ("Receiving Party") contains the Disclosing Party's proprietary and confidential information which is falls within one or more California Public Records Act exemptions, the Disclosing Party shall clearly mark such information "Proprietary and Confidential" and identify the specific lines containing such information. Upon request or demand of any third person or entity not a party to this Confirmation ("Requestor") pursuant to the California Public Records Act for production, inspection and/or copying of this Confirmation or any information designated by the Disclosing Party as confidential, the Receiving Party as soon as

practical shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via electronic mail, and/or by overnight carrier to the address, or email address listed at the end of this Confirmation. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be confidential information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action within ten (10) days, after receiving the foregoing notice from the Receiving Party, the Disclosing Party agrees that the Disclosing Party may comply with the Requestor's demand and is not required to defend against it. Notwithstanding the foregoing, Purchaser may release confidential information without notice to or over the objection of Seller if Purchaser's legal counsel advises Purchaser that Purchaser is required by law to release such confidential information.

6. **Dispute Resolution.**

- (a) Section 22.3(f) of the WSPP Agreement is deleted in its entirety and replaced with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34."

- (b) Subsections 34.1 and 34.2 of the WSPP Agreement are hereby deleted and replaced with the following:

**"34.1 INFORMAL DISPUTE RESOLUTION**

In the event of any dispute arising under this Transaction, within ten (10) days following the receipt of a written notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute. If the Parties are unable to resolve a dispute arising hereunder within thirty (30) days after receipt of such notice, then either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Transaction."

**"34.2 EXCLUSIVE JURISDICTION**

Each Party submits to the exclusive jurisdiction of the state or federal courts located in San Francisco, California, for any action or proceeding relating to this agreement or any Transaction, and expressly waives any objection it may have to such jurisdiction or the convenience of such forum."

- (c) The second sentence of Section 34.3 is deleted in its entirety.
- (d) The phrase "arbitration or mediation" is hereby deleted from the first line of Section 34.4 and replaced with "dispute resolution".
- (e) Exhibit D is deleted in its entirety.

7. Section 37 is amended by inserting the following in the beginning of the section: "On the date of entering into this Confirmation,".

8. Section 41 "Witness" shall become Section 42 and the following "Standard of Review" Section shall be substituted in its place:

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

**B. Purchaser Standard Terms**

1. Designated Fund [**CleanPowerSF only**].

- (a) **Auto-Appropriating Designated Fund.** Buyer's payment 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 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.
  - (b) **Limited Obligations.** Buyer's payment obligations under this Confirmation are special limited obligations of CleanPowerSF payable solely from the revenues of CleanPowerSF. Buyer's payment obligations under this Confirmation are not a charge upon the revenues or general fund of the SFPUC or the City and County of San Francisco or upon any non-CleanPowerSF moneys or other property of the SFPUC or the City and County of San Francisco.
2. **Guaranteed Maximum Cost.**
  - (a) **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 contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the 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 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.
  - (b) **Biannual Budget Process.** For each City and County of San Francisco biannual budget cycle during the term of this Confirmation, Buyer agrees to take all necessary action to include the maximum amount of its annual payment obligations under this Confirmation in its budget submitted to the City and County of San Francisco's Board of Supervisors for each year of that budget cycle.
3. **Compliance with Laws.** Each Party shall keep itself fully informed of all applicable federal, state, and local laws in any manner affecting the performance of its obligations under this Confirmation, and must at all times materially comply with such applicable laws as they may be amended from time to time.
4. **Prohibition on Political Activity with City Funds.** In performing any services required under this Agreement, Seller shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure in San Francisco.
5. **Nondiscrimination Requirements.**
  - (a) **Non-discrimination in Contracts.** Seller shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Seller shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 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.
  - (b) **Non-discrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Seller does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City 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.
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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.

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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.



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## City and County of San Francisco – Hetch Hetchy Power & CleanPowerSF Request for Offers

### January 1, 2022 - December 31, 2022 Resource Adequacy Supplies

October 12, 2021

#### 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 in Calendar Year 2022 for **two counterparties**: 1) Hetch Hetchy Power (CCSF); and 2) CleanPowerSF (CPSF).

The SFPUC is seeking the following Resource Adequacy products:

Counterparty	Product	Area	Minimum Volume (MW)	Delivery Start	Delivery End	Term
CPSF to Purchase	System RA +Flex	North and/or South System	1MW	7/1/2022	9/30/2022	Monthly or multiple month offers
CPSF to Purchase	Generic System RA	North and/or South System	1MW	8/1/2022	10/31/2022	Monthly or multiple month offers
CPSF to Purchase	Intertie RA (COB, NOB, PV)	Intertie RA (COB, NOB, PV)	1MW	8/1/2022	10/31/2022	Monthly or multiple month offers
CPSF or HHP to Purchase	Local RA (PG&E TAC) +Flex	Bay Area and/or PG&E Other	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers
CPSF to Purchase / CPSF to Sell (Swap)	Purchase: Local RA (PG&E TAC) +Flex / Sell: Generic System RA	North and/or South System	1MW	1/1/2022	12/31/2022	Monthly or multiple month offers
CPSF to Sell	Generic System RA	North and/or South System	1MW	1/1/2022-7/31/2022; 11/1/2022-12/31/2022		Monthly or multiple month offers
CPSF to Sell	Import Allocation Rights (COB, NOB, PV)	IAR (COB, NOB, PV)	1 MW	1/1/2022	12/31/2022	Monthly or multiple month offers





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**Proposal Timing**

RFO Issued	October 12, 2021
Bids Due	12:00 PM PPT, October 15, 2021
Notification of Award	October 18, 2021

Please submit bids to [powerpurchasing@sfgwater.org](mailto:powerpurchasing@sfgwater.org) by **12:00 PM PPT on Friday, October 15, 2021**. **Bids will be evaluated on an ongoing basis and respondents are encouraged to submit bids early.**

On or before October 18<sup>th</sup>, the SFPUC will notify shortlisted sellers of their accepted offers to commence contract negotiations.

**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.
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- 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)**

**REQUIRED WSPP AGREEMENT AMENDMENTS**

**A. General WSPP Amendments.**

**1. Payment**

- (a) After Seller has delivered the Contract Quantity in accordance with this Confirmation and issued its invoice, Purchaser shall pay for the Product as provided in Article 9 of the WSPP Agreement, except that under Section 9.4 of the WSPP Agreement, in case any portion of any bill is in dispute, then only the undisputed portion of the bill shall be paid when due. The disputed portion of the bill shall be adjusted or paid upon final resolution of the dispute.
- (b) Section 28.1 of the WSPP Agreement is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the WSPP Agreement to be effective on the Confirmation Effective Date.
- (c) Notwithstanding any other provision of this Agreement, Buyer shall not be deemed to be in default of this Agreement and no interest 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.

- (d) Notwithstanding any provision to the contrary in Section 9.2 of the Master Agreement, payments shall be due within thirty (30) days after receipt of the invoice. Any amount not paid by the Due Date shall be subject to a late payment penalty equal to a daily rate of \$5.50 per \$100,000.00 ("Late Payment Fee") for a maximum period of one hundred and eighty (180) calendar days after such payment is due.
2. Default and Termination
- (a) Section 22.1 is modified by inserting the following new text at the end of the Section:
- "(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due;
- (g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or
- (h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets."
- (b) Section 22.2(b) is amended by inserting "and is continuing" after "Event of Default occurs" in the first line and deleting the entire second sentence.
- (c) Section 22.3(c) is amended by deleting the third sentence in its entirety and replacing it with the following: "Notwithstanding anything to the contrary in the WSPP Agreement, if the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs after any set-off as set forth in Section 22.3(d) of the WSPP Agreement, the Termination Payment shall be zero dollars (\$0)."
- (d) Section 22.3(e) is deleted in its entirety and replaced with "[Reserved]".
3. Governing Law. Section 24 of the WSPP Agreement is deleted in its entirety and replaced with the following:
- "This Agreement and any Transaction 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."
4. Collateral. Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.
5. Confidentiality. Notwithstanding Section 30.1 of the WSPP Agreement,
- (a) The Parties may disclose information as necessary to its officers, employees, agents, consultants, and contractors as necessary for the performance of its obligations under this Agreement and as necessary to comply with any applicable law, regulation, rule, requirement, request, or order of a governmental body with jurisdiction, including the California ISO. In addition, Purchaser may disclose information as necessary to any subsequent buyer.
- (b) The Parties acknowledge that this Transaction, and all records related to its formation or performance, are subject to the California Public Records Act, (California Government Code section 6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67) and that either Party may be required to make public this Confirmation (which may be partially redacted by a Party) in connection with the process of seeking approval from its board or commission for the execution of this Confirmation. Each Party acknowledges that the other Party may submit information to it that the other Party considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255).
- (c) If a Party ("Disclosing Party") contends that any information submitted to the other Party ("Receiving Party") contains the Disclosing Party's proprietary and confidential information which is falls within one or more California Public Records Act exemptions, the Disclosing Party shall clearly mark such information "Proprietary and Confidential" and identify the specific lines containing such information. Upon request or demand of any third person or entity not a party to this Confirmation ("Requestor") pursuant to the California Public Records Act for production, inspection and/or copying of this Confirmation or any information designated by the Disclosing Party as confidential, the Receiving Party as soon as

practical shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via electronic mail, and/or by overnight carrier to the address, or email address listed at the end of this Confirmation. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be confidential information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action within ten (10) days, after receiving the foregoing notice from the Receiving Party, the Disclosing Party agrees that the Disclosing Party may comply with the Requestor's demand and is not required to defend against it. Notwithstanding the foregoing, Purchaser may release confidential information without notice to or over the objection of Seller if Purchaser's legal counsel advises Purchaser that Purchaser is required by law to release such confidential information.

6. **Dispute Resolution.**

- (a) Section 22.3(f) of the WSPP Agreement is deleted in its entirety and replaced with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34."

- (b) Subsections 34.1 and 34.2 of the WSPP Agreement are hereby deleted and replaced with the following:

**"34.1 INFORMAL DISPUTE RESOLUTION**

In the event of any dispute arising under this Transaction, within ten (10) days following the receipt of a written notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute. If the Parties are unable to resolve a dispute arising hereunder within thirty (30) days after receipt of such notice, then either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Transaction."

**"34.2 EXCLUSIVE JURISDICTION**

Each Party submits to the exclusive jurisdiction of the state or federal courts located in San Francisco, California, for any action or proceeding relating to this agreement or any Transaction, and expressly waives any objection it may have to such jurisdiction or the convenience of such forum."

- (c) The second sentence of Section 34.3 is deleted in its entirety.

- (d) The phrase "arbitration or mediation" is hereby deleted from the first line of Section 34.4 and replaced with "dispute resolution".

- (e) Exhibit D is deleted in its entirety.

7. Section 37 is amended by inserting the following in the beginning of the section: "On the date of entering into this Confirmation,".

8. Section 41 "Witness" shall become Section 42 and the following "Standard of Review" Section shall be substituted in its place:

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

**B. Purchaser Standard Terms**

1. Designated Fund [CleanPowerSF only].

- (a) Auto-Appropriating Designated Fund. Buyer's payment 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 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.
  - (b) Limited Obligations. Buyer's payment obligations under this Confirmation are special limited obligations of CleanPowerSF payable solely from the revenues of CleanPowerSF. Buyer's payment obligations under this Confirmation are not a charge upon the revenues or general fund of the SFPUC or the City and County of San Francisco or upon any non-CleanPowerSF moneys or other property of the SFPUC or the City and County of San Francisco.
2. Guaranteed Maximum Cost.
  - (a) 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 contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the 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 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.
  - (b) Biannual Budget Process. For each City and County of San Francisco biannual budget cycle during the term of this Confirmation, Buyer agrees to take all necessary action to include the maximum amount of its annual payment obligations under this Confirmation in its budget submitted to the City and County of San Francisco's Board of Supervisors for each year of that budget cycle.
3. Compliance with Laws. Each Party shall keep itself fully informed of all applicable federal, state, and local laws in any manner affecting the performance of its obligations under this Confirmation, and must at all times materially comply with such applicable laws as they may be amended from time to time.
4. Prohibition on Political Activity with City Funds. In performing any services required under this Agreement, Seller shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure in San Francisco.
5. Nondiscrimination Requirements.
  - (a) Non-discrimination in Contracts. Seller shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Seller shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 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.
  - (b) Non-discrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Seller does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City 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.
6. Submitting False Claims. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to

have submitted a false claim to the City if the contractor or subcontractor: (1) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (2) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (3) conspires to defraud the City by getting a false claim allowed or paid by the City; (4) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (5) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

7. Consideration of Salary History. Seller shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Seller is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property.
8. Consideration of Criminal History in Hiring and Employment Decisions. Seller agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code, including the remedies provided, and implementing regulations, as may be amended from time to time. The requirements of Chapter 12T shall only apply to Seller's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.
9. Conflict of Interest. By executing this Agreement, Seller certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.
10. Campaign Contributions. By executing this Agreement, Seller acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Seller's board of directors; Seller's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Seller; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Seller. Seller shall inform the relevant persons of the limitation on contributions imposed by Section 1.126.

**C. Miscellaneous**

1. Counterparts. This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
2. Entire Agreement; No Oral Agreements or Modifications. This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

**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 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 Blasing 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 Community Power
Clearway Energy Group	San Diego Gas & Electric
Clenera	San Jose Clean Energy
Cogentrix	SCD Energy
ConocoPhillips Company	Scout Clean Energy
Constellation Energy Commodities Group	Sempra Renewables
Coronal Energy	Shell Energy North America
CRC	Sierra Club
Cypress Creek Renewables	Silicon Valley Clean Energy
Dentons	Silicon Valley Power
	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  
Good Company Associates  
Goodin Mac Bride  
Grande Vista Energy

Woodruff Expert Services  
Y Lehr Household  
Yuba County Water Agency

# APPENDIX D

CleanPowerSF 2021 Participation In  
IOU and Third Party RA RFO Notices

# CleanPowerSF Participation in Third-Party Unbundled RA Solicitations

CleanPowerSF participated in eight (8) solicitations from third-parties, including from two investor-owned utilities as outlined below.

1. SCE 2021Q3 RA eSolicitation
  - a. RFO issuance date: May 19, 2021
  - b. Bid submission date: May 27, 2021
  - c. Shortlist notification date: June 16, 2021
  - d. Contract award/execution date: July 7, 2021
  
2. PG&E 2022 Annual RA and Import Energy Electronic Solicitation
  - a. RFO issuance date: August 13, 2021
  - b. Bid submission date: August 20, 2021
  - c. Shortlist notification date: September 1, 2021
  - d. Contract award/execution date: September 16, 2021
  
3. SCE Q4 RA Electronic Solicitation
  - a. RFO issuance date: September 8, 2021
  - b. Bid submission date: September 22, 2021
  - c. Shortlist notification date: October 6, 2021
  - d. Contract award/execution date: October 25, 2021
  
4. City of Santa Clara dba Silicon Valley Power 2022 RA Products Solicitation
  - a. RFO issuance date: September 15, 2021
  - b. Bid submission date: September 21, 2021
  - c. Shortlist notification date: September 28, 2021
  - d. Contract award/execution date: Not specified
  
5. PG&E Second Phase 2022 Annual RA and Import Energy Electronic Solicitation
  - a. RFO issuance date: September 23, 2021
  - b. Bid submission date: September 30, 2021
  - c. Shortlist notification date: October 13, 2021
  - d. Contract award/execution date: October 22, 2021
  
6. City of Roseville RA Solicitation
  - a. RFO issuance date: October 13, 2021
  - b. Bid submission date: October 15, 2021
  - c. Shortlist notification date: Not specified

- d. Contract award/execution date: Not specified
7. Power and Water Resources Pooling Authority (PWRPA) 2022 RA Solicitation
- a. RFO issuance date: October 13, 2021
  - b. Bid submission date: October 18, 2021
  - c. Shortlist notification date: October 19, 2021
  - d. Contract award/execution date: Not specified
8. Valley Electric Association (VEA) 2022 RA Solicitation
- a. RFO issuance date: October 18, 2021
  - b. Bid submission date: October 19, 2021
  - c. Shortlist notification date: October 20, 2021
  - d. Contract award/execution date: Not specified



## **SOUTHERN CALIFORNIA EDISON COMPANY**

# 2021Q3 RA eSolicitation

## **Solicitation Instructions**

May 19, 2021

### **EMAIL INQUIRIES & OFFERS TO**

& Keith Oliver – [RA@sce.com](mailto:RA@sce.com)  
& Keith Oliver – [Keith.Oliver@merrimackenergy.com](mailto:Keith.Oliver@merrimackenergy.com)

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**Note:** *These Solicitation Instructions and the Non-Disclosure Agreement (NDA), limit Respondents' ability to engage in communications with any other actual or potential participants in this Solicitation concerning this Solicitation. The NDA is provided in Exhibit A, which must be partially executed and submitted to SCE by Respondent no later than the Offer Submission Deadline, unless a fully executed evergreen NDA between Respondent and SCE already exists.*

*In the event that a Respondent desires to (a) act as a marketing agent for a third party, (b) act as a credit sleeve for a third party, or (c) otherwise act as an agent or representative of a third party, in each case with respect to any Offer in the Solicitation, such Respondent and the third party should contact SCE and seek a waiver or amendment of such confidentiality provisions, which SCE may or may not grant in its sole discretion. Such a Respondent and the third party should be prepared to provide SCE with a written description of the proposed relationship between such parties and the proposed structure of their Offers. SCE reserves the right, in its sole discretion, to disqualify those Respondents that have not complied with the provisions of this paragraph.*

## 1. Introduction

Southern California Edison Company ("SCE") is conducting this Solicitation to optimize its Resource Adequacy ("RA") position and facilitate Month-Ahead and Year-Ahead compliance showings for the years 2021 and 2022. SCE seeks offers from Respondents to buy, sell, or swap RA Capacity for Delivery Periods commencing **September 1, 2021** to **December 31, 2022**, as further defined in Article 2 of these Solicitation Instructions. This Solicitation hereafter will be references as the "2021Q3 RA eSol", "RA-Solicitation", "eSolicitation", or "Solicitation".

The purpose of this document (the "Solicitation Instructions") is to provide Respondents with the product definition, schedule, submittal instructions, and the terms and conditions of Respondents' participation in this Solicitation. All offers will be reviewed for completeness and conformity, and evaluated on a competitive basis.

Capitalized terms not defined in these Solicitation Instructions have the meanings ascribed to them in the applicable Exhibits hereto or the current California Independent System Operator Corporation ("CAISO") tariff and protocol provisions, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," as amended or supplemented from time to time (the "CAISO Tariff").

SCE will utilize an independent evaluator, Merrimack Energy (the "IE"), in connection with this Solicitation.

## 2. Products Solicited

The eligible products for this eSolicitation are SCE sale, SCE purchase, and SCE swaps (SCE Buy System; SCE Sell Local) for RA Capacity with Delivery Periods shown below.

### 2.1. RA Capacity

The following is a summary and description of the RA Capacity product for this Solicitation.

**Table 1: RA Capacity**

<b>Product</b>	<b>RA Capacity</b>		
Delivery Point	CAISO System		
Type	System & Local (with or without Flex) <i>for SCE sales, offer workbook will make clear unit(s) selection will be at SCE discretion</i>		
Minimum Volume	1 MW		
Price	Fixed (\$/kW-month)		
Contract Options	<b>SCE Sale</b>	<b>SCE Purchase</b>	<b>SCE Swaps Local</b> (SCE Sells) for System (SCE Buys)
Offer Increment	Monthly (2021); Quarterly Strip (2022)	Monthly (2021); Monthly (Q3 2022); Quarterly Strip (2022)	Monthly (2021); Quarterly Strip (2022)
Eligible Delivery Periods	Nov-Dec 2021, Jan-June 2022, and Oct-Dec 2022	Sep 2021-Dec 2022	Sep-Oct 2021, Jul-Sep 2022

Offer Variants – Respondents are encouraged to submit multiple offers with varying delivery periods and contract options (such as varying volume options and delivery terms). Such variation may enhance a Respondent’s ability to receive a final award within the eSolicitation. SCE may either select to sell full or partial offer quantity at the offer price based on availability competitively. Respondents may not change the offer price after the Offer Submission Deadline.

SCE Swaps – SCE will sell Local RA Capacity and purchase System RA Capacity. Available local RA for swap include LA Basin, Big Creek Ventura, San Diego, Bay Area, NCNB, Kern, Sierra, Stockton and Fresno. **Important:** Note that Swaps will transact based on the cost difference (premium) between the buy and sell transactions. The independent posting amount if applicable will be based on the SCE sell side of the transaction.

OTC Units – Offers to sell once-through-cooling (“OTC”) to SCE will require CPUC Approval via a Tier 3 Advice Letter. For this reason, offers involving OTC Unit(s) will be limited to Delivery Periods commencing January 1, 2022.

RA Confirmation & EEI – RA purchases and sales from SCE to offeror will be transacted through the terms described in the RA Capacity Confirmation (the “SCE Pro Forma RA Confirmation”), attached hereto as Exhibit B, based on an executed EEI Master Power Purchase & Sale Agreement (“Enabling Agreement”) between SCE and Respondent. For RA Swaps, additional terms will apply as indicated in the SCE Pro Forma RA Confirmation. Respondents must have an effective Enabling Agreement with SCE at time of offer submittal for SCE Sales and Swaps. SCE has a strong preference for counterparties that have an effective Enabling Agreement with SCE to conduct a transaction for SCE Purchases.

### 3. Solicitation Schedule

The following are key dates associated with this eSolicitation.

TIMELINE	EVENT
May 19, 2021	<b>eSolicitation launch</b>
May 27, 2021 12:00 PM (Noon) PST	<b>“Offer Submission Deadline”</b> Respondents must submit a complete Offer submittal package
June 16, 2021	<b>“Selection Notification”</b> Selection notice will be provided to Respondents identifying the Offers selected.  <i>SCE’s selection of an Offer is subject to final SCE management review and approval, consultation with SCE’s Procurement Review Group (“PRG”), and successful execution of the Confirmation.</i>
July 7, 2021	<b>“Contract Execution”</b> Offers received for the Sep 2021 Delivery Period will be prioritized.
No Later than July 16, 2021	<b>“Execution Deadline &amp; Close of the 2021 Q3 RA eSolicitation”</b> Deadline for Respondent and SCE, as applicable, to Execute Final Confirmation(s).

Unless stated otherwise in the above table, deadlines will be set at close of business (5:00 p.m. PPT). SCE reserves the right to revise this schedule at any time and in SCE's sole discretion.

#### **4. Eligibility Requirements**

Respondents to this eSolicitation must comply with the requirements in these eSolicitation Instructions. Respondents that fail to comply with the requirements in these eSolicitation Instructions may be deemed ineligible and their Offers may not be considered. SCE, in its sole discretion, may change the terms, requirements, and schedule of this eSolicitation.

By participating in this eSolicitation the Respondent specifically acknowledges the following:

- If Respondent is deemed eligible to submit an Offer, any Offer submitted by Respondent is considered a final Offer and cannot be modified by Respondent. SCE however reserves the right to clarify and further refine all offers at its sole discretion, including but not limited to Product type, parameters, price and quantity.

#### **5. Credit Requirements**

SCE requires that Respondents post collateral (either cash or a letter of credit) for SCE's exposure above an unsecured credit line, if any. Only investment grade-rated Respondents are eligible for an unsecured credit line. Alternatively, a Respondent may be eligible for an unsecured credit line by providing a guaranty from an investment grade-rated corporate parent (the "Guaranty"). A form of such guaranty can be provided by SCE upon request. SCE will not accept a Guaranty from third parties that are not affiliated with the Respondent. Respondents that are not rated or are rated below investment grade shall be required to post collateral for all of SCE's exposure in addition to an independent amount.

SCE is a California load-serving utility with investment grade credit ratings and substantial tangible net worth. Any Offer that requires SCE to post collateral will be rejected by SCE.

SCE reserves the right to disqualify Respondents that are unwilling or unable to meet these credit requirements.

Use of a funds transfer agent and a Funds Transfer Agent Agreement (“FTAA”) in order to fulfill payment obligations may not fulfill SCE’s collateral requirements. Respondents in such case will have to arrange for additional collateral.

## 6. Offer Submittal Instructions

**IMPORTANT** – The primary method for exchange of information or documents concerning this Solicitation, including any such exchange concerning the preparation or submission of Offers to SCE, will be the PowerAdvocate® website:

<https://www.poweradvocate.com/pR.do?okey=115843&pubEvent=true>

All participants interested in submitting Offers for this Solicitation will need to pre-register with PowerAdvocate®. Participants who do not have an existing PowerAdvocate® account must first register to create a username and password. This information is required to gain access to the Solicitation materials (via event code 115843). Users with an existing PowerAdvocate® account can readily access the Solicitation site and associated materials. For additional information on registering, please visit:

[https://www.poweradvocate.com/WebHelp\\_Sourcing\\_Intel\\_Supplier/Content/Resources/Sourcing\\_Intel\\_Supplier\\_Guide.pdf](https://www.poweradvocate.com/WebHelp_Sourcing_Intel_Supplier/Content/Resources/Sourcing_Intel_Supplier_Guide.pdf)

SCE strongly encourages participants to register with PowerAdvocate® well before Offers are due. PowerAdvocate® registrants should submit Offers under the parent company of the entity, not its contractors, subcontractors, consultants, or agents. For any registration or access issues, please contact [support@poweradvocate.com](mailto:support@poweradvocate.com).

### 6.1. Submission of Offers

In order to have a complete and conforming Offer submittal package, a Respondent must provide the following documents (“e-Solicitation Documents”) as electronic attachments to the emailed Offer by the Offer Submittal Deadline:

1. A fully completed Offer Workbook or Workbooks;
2. A partially executed Non-Disclosure Agreement (NDA), unless Respondent already has in place an evergreen NDA with SCE (please note this on offer submittal);

3. A completed pro forma RA Confirmation (Exhibit B), with all the relevant data fields filled in. Changes to the pro forma RA Confirmation will not be accepted in this Solicitation for SCE Sales and Swaps. Limited modifications may be considered for SCE Purchases. However, given the timeline associated with this solicitation, modifications to SCE's pro forma are not preferred;
4. If Respondent is a government entity, an unexecuted draft Certificate of Authority (Exhibit C) including all applicable exhibits.

All documents will be made available through the PowerAdvocate® site. All forms uploaded for consideration must be in their original format, i.e. not converted to a Portable Document Format (PDF); provided, signature pages of the NDA may be uploaded as a PDF. Failure to provide the listed information may result in the Offer being deemed non-conforming and may disqualify the Offer from further consideration.

SCE will not accept Offers received after the Offer Submittal Deadline. SCE will only consider submissions that, as of the submittal deadline, constitute complete and conforming Offers. Offers **must** be submitted to the PowerAdvocate® website. Should a Respondent experience issues submitting their Offer to the PowerAdvocate® website, SCE strongly encourages that Respondent contact SCE at its earliest ability via a) the PowerAdvocate® website, or b) by email at [RA@sce.com](mailto:RA@sce.com). Any email exchange must include IE. By responding to this eSolicitation, each Respondent agrees to be bound by all terms, conditions and other provisions of this eSolicitation (including these eSolicitation Instructions) and any changes or supplements to it that may be issued by SCE.

## **6.2. Selection Notification**

By the Selection Notification date, SCE will notify Respondents if their Offers have been contingently selected. Upon such contingent selection, such Offer become binding on Respondent and Respondent may not modify, alter, withdraw or otherwise revise such Offer. SCE selection is contingent upon consultation with SCE's Procurement Review Group ("PRG"), final SCE management review and approval, successful negotiation of the Transaction Documents, and SCE's execution and delivery of the applicable transaction Documents.

### **6.3. Execution of Confirmations and Certificate of Authority**

By submitting an Offer in SCE's RA eSolicitation, Respondent agrees to execute a Confirmation and Certificate of Authority (if applicable) consistent with the terms of the Offer(s) submitted by the Respondent and contingently selected by SCE, and containing such terms and conditions as may be mutually acceptable to SCE and the Respondent on or before the Execution Deadline. The Certificate of Authority must be executed by the Respondent on the same date as the RA Confirmation is partially executed by the Respondent. The Confirmation will only be considered executed once authorized officers of both SCE and the Respondent have executed and delivered the Confirmation.

## **7. Evaluation Criteria**

This eSolicitation will utilize a single pricing value process to assess of all offers based on SCE's most recent market forecast. All Offers will initially be assessed for conformance with the requirements set forth in these eSolicitation Instructions. Respondents are responsible for the accuracy of all figures, calculations, and representations. In addition to the foregoing, there will be both quantitative and qualitative considerations involved with evaluating Offers in accordance with the SCE Bundled Procurement Plan (BPP). Any Offer within this eSolicitation will be considered a final Offer which cannot be modified by Respondent, and which shall be subject to SCE's acceptance, execution and delivery, as determined by SCE in its sole discretion.

### **7.1. Quantitative Evaluation**

The valuation of each Offer considers cash flow components for both cost and revenue. These components are then netted and discounted to yield a Net Present Value ("NPV") for each Offer. The NPV is compared to other Offers or potential combinations of Offers to find the "Least Cost" selection set which meets SCE's minimum procurement obligation. For this eSolicitation, SCE will be assessing the costs and benefits associated with each Offer, which may include capacity payments, natural gas toll, forecasted market implied heat rate, debt equivalence, potential credit and collateral adders, and SCE's ascribed RA and Energy benefits. SCE will then select a set of Offers with the goal of minimizing the cost to SCE's customers, while meeting the defined needs, subject to a set of constraints such as counterparty volume limits.

## 7.2. Qualitative Evaluation

In addition to the quantitative factors described above, there are other factors which may impact the selection of an Offer. These may include, among other factors, project viability, location within a Disadvantaged Community ("DAC"), adherence to the parameters for this eSolicitation, offers for flexible capacity, Offers for local capacity, changes to the eSolicitation Documents, counterparty concentration and creditworthiness.

## 8. Communication & Independent Evaluator

As described in Section 6 above, the primary communication method concerning this Solicitation will be via PowerAdvocate® or by email. SCE may, in its sole discretion, decline to respond to any email or other inquiry about the Solicitation without liability or responsibility.

### 8.1. Independent Evaluator

Questions regarding the integrity of the evaluation process or the role of the IE may be referred to Wayne Oliver or Keith Oliver of Merrimack Energy at the following e-mail address: [Wayne.Oliver@merrimackenergy.com](mailto:Wayne.Oliver@merrimackenergy.com) and [Keith.Oliver@merrimackenergy.com](mailto:Keith.Oliver@merrimackenergy.com).

## 9. Confidentiality

With respect to SCE and the IE, information provided by Respondent to SCE and the IE for purposes of this eSolicitation will be subject to (i) a fully executed Confidentiality Agreement and (ii) all applicable CPUC disclosure requirements including, CPUC D.06-06-066.

## 10. General Information & Reservation of Rights

- a) Any transaction resulting from this eSolicitation will be documented in an executed applicable Confirmation under an executed Enabling Agreement between SCE and Respondent, as applicable.
- b) SCE may, in its sole discretion, enter into transactions with one or more Respondents submitting Offers.



- c) SCE may, in its sole discretion, request a Respondent to modify their price, Contract Quantity, and/or RA attributes Offered, or otherwise issue a counteroffer during the negotiation phase in this eSolicitation.
- d) SCE may execute RA Confirmations with selected Respondents at any time during the negotiation phase or may choose to execute none at all.
- e) SCE retains the discretion, in its sole discretion, to: (a) reject any Offer in the event the Offer does not provide adequate benefit to SCE's customers; (b) formulate and implement appropriate criteria for the evaluation and selection of Offers; and (c) negotiate with any Respondent in order to maximize the value for SCE's customers.
- f) In addition to the limitations on Offers set forth in these eSolicitation Instructions, SCE reserves the right, in its sole discretion, to limit the number of Offers that can be submitted by any Respondent.
- g) Respondents are required to meet all the terms and conditions of the eSolicitation to be eligible to compete in the solicitation process. Respondents are required to submit all requested information and follow all instructions contained in these eSolicitation Instructions, including, but not limited to, submitting conforming Offers and eSolicitation Documents in compliance with the eSolicitation Schedule.
- h) By participating in this eSolicitation, including, without limitation, by submitting an Offer, Respondent agrees to all terms, conditions, representations, warranties, and covenants in these eSolicitation Instructions. Other than the representations, warranties and covenants made by Respondent in these eSolicitation Instructions and the executed Confidentiality Agreement between SCE and Respondent, submittal of any document pertaining to this eSolicitation, including, without limitation, one or more Offers, or receipt of any contingent selection, is not intended to, and does not, constitute a binding agreement of, or establish any obligation of SCE.
- i) SCE reserves the right, at any time and during this eSolicitation in its sole discretion, to abandon this eSolicitation, to change any dates specified in this eSolicitation, to change the basis for the evaluation of Offers, to terminate further participation in this process by any party, to accept any Offer, to enter into any agreement, to evaluate the qualifications of any Respondent or the terms and conditions of any Offer, to reject any or all Offers, to prohibit or

limit mutually exclusive and mutually inclusive Offers, to change any form or document used in this eSolicitation, waive any irregularities, and otherwise modify the eSolicitation in any way, without notice and without assigning any reasons and without liability of Edison International, SCE, or any of their respective subsidiaries, affiliates, employees, officers, directors, other agents, and representatives.

SCE shall have no obligation to consider any Offer submitted by a Respondent. SCE will not reimburse any Respondent for any of its expenses related to this eSolicitation under any circumstances, regardless of whether the eSolicitation proceeds to execution of any transactions or is abandoned, and regardless of whether or not SCE enters into a transaction with the Respondent. With respect to Respondents who have applicable Enabling Agreements executed and effective prior to the time when such Respondent submits an Offer, SCE shall not be deemed to have accepted any such Offer, and shall not be bound by any term thereof, unless and until an authorized representative of SCE (executes a Confirmation with respect to such Offer. With respect to Respondents who do not have applicable Enabling Agreements executed and effective prior to the time such Respondent submits an Offer, SCE shall not be deemed to have accepted any such Offer, and shall not be bound by any term thereof, unless and until an authorized representative of SCE executes a Confirmation and an Enabling Agreement with the Respondent. The establishment, update, or modification of any regulatory requirement which potentially impacts SCE's decision regarding selection of Offers may result in SCE revising any portion of any document related to this eSolicitation, including, without limitation, the elimination of one or more products sought hereunder and/or revising the schedule set forth herein.

- j) SCE encourages Women-Owned, Minority-Owned, and Disabled Veteran-Owned Business Enterprises and Lesbian, Gay, Bisexual and/or Transgender Business Enterprises ("Diverse Business Enterprise(s)") to participate in the eSolicitation. To be considered as a Diverse Business Enterprise, Respondent must provide a copy of a valid certificate that verifies Respondent's Diverse Business Enterprise status. Information on SCE's diversity supplier program can be found at: <https://www.sce.com/wps/portal/home/partners/buying-selling/supplier-diversity/>.

Diverse Business Enterprises are welcome to submit Offers into this eSolicitation and FTAs may be considered. However, depending on the term,

quantity, and the resulting exposure related to any Offers, an FTAA may not fulfill SCE's collateral requirement in which case additional collateral will have to be arranged.

Further, as provided in Section 6.3 of CPUC General Order 156, SCE's Supplier Diversity efforts include encouraging its Respondent's to develop plans to utilize Diverse Business Enterprises subcontractors. SCE can help Respondent's with identifying Diverse Business Enterprises for subcontracting opportunities.

## **11. Respondent's Waiver of Claims & Limitation of Remedies**

By participating in this eSolicitation, including, without limitation, by submitting an Offer:

- a) Respondent acknowledges and agrees that it is knowingly, voluntarily, and completely waiving any rights under statute, regulation, state or federal constitution, or common law to assert any claim, complaint, or other challenge in any regulatory, judicial, or other forum, including, without limitation, the CPUC (except as expressly provided below), the Federal Energy Regulatory Commission ("FERC"), the Superior Court of the State of California ("State Court") or any U.S. District Court ("Federal Court") concerning or related in any way to this eSolicitation or any unexecuted documents related to this eSolicitation, including, without limitation, all exhibits, attachments, and appendices thereto ("Waived Claims").
- b) Respondent acknowledges and agrees that if it asserts any Waived Claim at the CPUC, FERC, State Court, or Federal Court, or otherwise in any forum, to the extent that Respondent's Offer has not already been disqualified, SCE is entitled to automatically disqualify such Offer from further consideration in the eSolicitation or otherwise, and further, SCE may elect to terminate the eSolicitation.
- c) Respondent acknowledges and agrees that the sole forum in which Respondent may assert any challenge with respect to the conduct or results of the eSolicitation is at the CPUC and that: (1) the sole means of challenging the conduct or results of the eSolicitation is a complaint filed under Article 4, Complaints and Investigations, of Division 2, Chapter 2 of Title 20, Public Utilities and Energy, of the California Code of Regulations, (2) the sole basis for any such complaint shall be that SCE allegedly failed in a material respect to conduct the solicitation generally consistent with these eSolicitation

- Instructions; and (3) the exclusive remedy available to Respondent in the case of such a complaint shall be an order of the CPUC that SCE engaged in conduct that the CPUC determines was not generally consistent with these eSolicitation Instructions or any documents related to this eSolicitation (including exhibits, attachments, and appendices).
- d) Respondent 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 SCE elects to do otherwise in its sole discretion, during the pendency of such a complaint, the eSolicitation and any related regulatory proceedings related to the eSolicitation will continue as if the complaint had not been filed, unless the CPUC issues an order suspending the eSolicitation or SCE has elected to terminate or suspend the eSolicitation or any portion thereof.
  - e) Respondent acknowledges and agrees that if Respondent asserts any Waived Claim, SCE shall be entitled to seek immediate dismissal of Respondent's claim, complaint, or other challenge, with prejudice, by filing a motion to dismiss (or similar procedural device) supported by the language in these eSolicitation Instructions and that Respondent will not challenge or oppose such a motion to dismiss (or similar procedural device).
  - f) Respondent acknowledges and agrees that if it asserts any Waived Claim, and if SCE successfully has that claim dismissed or transferred to the CPUC, Respondent shall pay SCE's full costs and expenses incurred in seeking such dismissal or transfer, including, without limitation, reasonable attorneys' fees and expenses.
  - g) Respondent agrees to indemnify and hold SCE harmless from any and all claims by any other party asserted in response to the assertion of any Waived Claim by Respondent and for reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by SCE or as a result of a Respondent's complaint filing at the CPUC resulting from the eSolicitation.
  - h) Except as expressly provided in the documents related to this eSolicitation, nothing herein, including, without limitation, Respondent's waiver of any Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of SCE.
  - i) In the event Respondent is deemed eligible by SCE to submit an Offer, Respondent submits an Offer, SCE notifies Respondent that SCE accepts such

Offer and there is a dispute related to the terms of any such Offer, such dispute shall be resolved in accordance with the terms of the dispute resolution provisions set forth in the eSolicitation Documents which were part of such Offer.

## **12. Respondent's Representations, Warranties & Covenants**

By participating in this eSolicitation, including, without limitation, by submitting an Offer, Respondent (A) agrees to be bound by the conditions of the eSolicitation, including the terms of these eSolicitation Instructions; and (B) makes the following representations, warranties, and covenants to SCE, which representations, warranties, and covenants shall be deemed to be incorporated in their entireties into each of Respondent's Offers:

- a) Respondent has read, understands and agrees to be bound by all terms, conditions and other provisions of the eSolicitation Documents.
- b) Respondent has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the eSolicitation, the eSolicitation Documents, and these eSolicitation Instructions, including any exhibits to such documents.
- c) Respondent has obtained all necessary authorizations, approvals and waivers, if any, required by Respondent to submit its Offer and, (a) required to enter into and execute, if necessary, any necessary Enabling Agreements in the form of the applicable Enabling Agreements negotiated with SCE and (b) required to enter into a Transaction with SCE under the applicable executed Enabling Agreement (if required) for the respective products, in the form of the Confirmation, as applicable, negotiated with SCE.
- d) Respondent's Offer complies with all applicable laws and regulations.
- e) Respondent (a) has not engaged, and covenants that it will not engage, in any communications with any other actual or potential participant in the eSolicitation concerning this solicitation, price terms in Respondent's Offer, or related matters, without disclosure to SCE and a waiver by SCE of any applicable confidentiality provisions, including, but not limited to those set forth in the Confidentiality Agreement and these eSolicitation Instructions, and (b) has not engaged in collusion or other unlawful or unfair business practices in connection with this eSolicitation.

- f) Each Offer submitted by Respondent (a) is a Offer subject only to SCE's contingent selection, in SCE's sole discretion, and (b) in the event there is any dispute related to the terms of any such Offer, such dispute shall be resolved in accordance with the terms of the dispute resolution provisions set forth in the eSolicitation Documents which were part of such Offer.
- g) The information and documents submitted by Respondent to SCE in connection with this eSolicitation are true and accurate as of the date of Respondent's Offer submittal. Respondent covenants that it will promptly update such information upon any material change thereto.

### **13. Respondent's Offer & Acknowledgement**

By participating in this eSolicitation, including, without limitation, by submitting an Offer, Respondent acknowledges and agrees that:

- a) SCE may rely upon all of Respondent's representations, warranties, and covenants in this eSolicitation (including, without limitation, in these eSolicitation Instructions, in the eSolicitation Documents and in any Offer submitted by Respondent);
- b) SCE may disclose information as set forth in the Confidentiality Agreement and as described in these eSolicitation Instructions; and
- c) In SCE's evaluation of Offers pursuant to this eSolicitation, SCE has the right to disqualify a Respondent that is unwilling or unable to meet SCE's credit requirements, or any other requirements of this eSolicitation, as determined by SCE in its sole discretion.

BY PARTICIPATING IN THIS E-SOLICITATION, INCLUDING, WITHOUT LIMITATION, BY SUBMITTING AN OFFER, RESPONDENT ACKNOWLEDGES AND AGREES THAT ANY BREACH BY RESPONDENT OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE E-SOLICITATION INSTRUCTIONS AND ALL OTHER E-SOLICITATION DOCUMENTS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH RESPONDENT, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE E-SOLICITATION IN ITS ENTIRETY, OR FOR PROHIBITING

RESPONDENT FROM PARTICIPATING IN FUTURE SOLICITATIONS OR PLACING  
ADDITIONAL REQUIREMENTS ON RESPONDENT IN FUTURE SOLICITATIONS.

#### **14. Exhibits**

- Exhibit A – SCE Non-Disclosure Agreement
- Exhibit B – SCE Pro Forma RA Confirmation
- Exhibit C – Certificate of Authority
- Exhibit D – Offer Workbook for RA Capacity

**From:** [RA Solicitations](#)  
**To:** [RA Solicitations](#)  
**Cc:** [PGE\\_IE@PACONSULTING.COM](mailto:PGE_IE@PACONSULTING.COM)  
**Subject:** PG&E RA and Import Energy E-Solicitation  
**Date:** Friday, August 13, 2021 5:00:57 PM  
**Attachments:** [EEI Import Allocation Rights Confirm.docx](#)  
[EEI RA Confirm.docx](#)  
[TMNBC RA Sale Confidentiality Agreement.docx](#)  
[PGE AL 5478-E - Unit Specific RA Confirm.docx](#)

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### To Prospective Participant:

Pacific Gas and Electric Company (“PG&E”) invites your participation in the first phase of its **2022 Annual Resource Adequacy (“RA”) and Import Energy Electronic Solicitation (“E-Solicitation”)** via this Market Notice. As part of this solicitation PG&E is also soliciting bids for resource specific RA from its Tree Mortality units. Please see below for further details.

The deadline to submit a response is 5:00 pm (PPT), Friday, August 20, 2021, unless subsequently modified by PG&E. Refer to section four below for circumstances in which PG&E may modify the timeline.

This Market Notice describes the schedule and process by which participants may submit offers and bids, and under which PG&E will evaluate all offers and bids submitted. PG&E, at its sole discretion, may change the terms, requirements, and schedule of this E-Solicitation.

PG&E is seeking the following proposals:

### **RA Capacity, Import Rights, and Import Energy**

<b>Product</b>	<b>PG&amp;E is Seeking to</b>	<b>Minimum Volume</b>	<b>Delivery Period</b>	<b>Pricing</b>
System RA	Buy, Sell, Simultaneous Buy/Sell	1 MW	Jan – Dec 2022	Fixed Price \$/kW-month
Local RA	Buy, Sell, Simultaneous Buy/Sell	1 MW	Jan – Dec 2022	Fixed Price \$/kW-month
Import Allocation Rights (IARs)	Sell	1 MW	Jan – Dec 2022	Fixed Price \$/kW-month
Import Energy *	Buy	5 MW	Jan – Dec 2022	CAISO LMP, ICE Index, or Fixed Price \$/MWh

*\*PG&E’s preference is to transact Import Energy indexed to CAISO LMP, but PG&E will consider offers*



for Fixed Prices or ICE Indexed transactions too.

## **RA Capacity Sales from Tree Mortality (TM) Units (details below)**

Product	Generator	PG&E is Seeking to	MINIMUM VOLUME <sup>1</sup>	CONTRACT DELIVERY PERIOD			Pricing
				START DATE	END DATE	DELIVERY PERIOD	
Generic System RA	Burney Forest Products	Sell	29 MW	11/01/2022	10/31/2027	Monthly	Fixed Price \$/kW-month
Generic System RA	Wheelabrator Shasta	Sell	34 MW	01/01/2023	11/30/2027	Monthly	Fixed Price \$/kW-month
Sierra Local RA	Woodland Biomass	Sell	25 MW	01/01/2022	08/31/2026	Monthly	Fixed Price \$/kW-month

*Quantities are based on the lessor of the 2021 Net Qualifying Capacity (NQC) and the TM contract quantities. Quantities will be adjusted for 2022-2027 when updated NQCs are available.*

Pursuant to Commission issued Decision 18-12-003 establishing a methodology for calculating a non-bypassable charge for costs associated with certain tree mortality biomass energy procurement, PG&E is issuing its 2021 Tree Mortality Non-Bypassable Charge Resource Adequacy Sales ("TM NBC RA Sales") Solicitation for the sale of Resource Adequacy. To be considered for these products, please use the separate TMRA bid form, and submit by the response deadline in Table 1. Please note that only bids for the full contract quantity and term of one or more facilities is allowed.

### **1. RA and IAR Master Agreement and Confirmations**

PG&E will transact RA and IAR products under an EEI Master Agreement. The executed Master Agreement shall govern transactions entered into pursuant to this Electronic Solicitation, including transaction details agreed to in any RA or IAR Confirmation Agreement ("Confirmation"). If a successful participant does not have an executed EEI Master Agreement in place with PG&E at the time of shortlist acceptance, additional time may be required to execute an EEI Master Agreement prior to execution of any Confirmation(s).

PG&E provides the attached RA and IAR Confirmations that set forth the terms and conditions to create and define the Products to be transacted. The Confirmations require participants to comply with the RA requirements as implemented by both the California Public Utilities Commission and the California Independent System Operator ("CAISO"). The Confirmation is specific to transactions executed under an EEI Master Agreement with a PG&E Collateral Annex, and, as such, successful participants must have an EEI Master Agreement with a PG&E Collateral Annex in place with PG&E prior to execution of an unmodified Confirmation in this Electronic Solicitation. Modification of the Confirmation may be necessary for those participants without a PG&E Collateral Annex.

## 2. Import Energy Confirmation

Import Energy offers should be for WSPP Schedule C firm energy.

PG&E seeks to include the following language in Import Energy Confirmations:

Any energy associated with a Day Ahead or Real Time schedule interruption due to an Uncontrollable Force, consistent with provision C-3.7(b) of the WSPP Service Schedule C for Firm Capacity/Energy Sale or Exchange shall be deemed "Undelivered Energy". PG&E deems CAISO overscheduling on paths as Uncontrollable Force. The contract quantity shall be reduced by the amount of any Undelivered Energy for settlement purposes.

Seller hereby agrees that the Product is not sourced from resources internal to the CAISO Balancing Authority Area. Buyer shall have no obligation to accept any energy sourced from resources internal to the CAISO Balancing Authority Area, and any such energy shall not be considered Product.

CAISO Balancing Authority Area refers to the collection of generation, transmission, and loads within the metered boundaries of the California Independent System Operator Corporation.

## 3. Tree Mortality RA (TMRA) Sales Confirmation

PG&E will only use the EEI Unit-Specific RA Confirmation of Agreement presented in Appendix D of [Advice Letter 5478-E](#) for any transactions resulting from the TM NBC RA Sales Solicitation. To be considered in this solicitation, bidders must have a fully executed EEI Master Agreement with a Collateral Annex in place with PG&E prior to submitting a bid. Please email [RASolicitations@pge.com](mailto:RASolicitations@pge.com) to request executable versions of the EEI Master Agreement and Collateral Annex if you would like to participate in the solicitation.

## 4. Submitting Offers and Bids

Interested participants should submit the Offer and Bid Form. PG&E has received some reports of firewall software blocking receipt of the Offer and Bid Form. **Therefore, the form will be delivered in a separate email following the market notice.** If you wish to participate in the solicitation and do not receive this second notice, please contact PG&E at [RASolicitations@pge.com](mailto:RASolicitations@pge.com).

If seeking to transact Import Energy, participants should also include an Import Energy Confirmation which incorporates the language from Section 2 above. PG&E will not consider material changes to its RA or IAR confirmations issued with this solicitation.

All bids and offers for RA or IARs included in the Offer and Bid Form should be submitted with final pricing. PG&E will not be conducting a price refresh for those products as part of this solicitation. PG&E will consider RA and IARs offers and bids final. PG&E may consider refreshed pricing for Import Energy offers, especially if those offers are fixed price.

Offers and bids must be submitted via e-mail to the PGE RA Solicitations mailbox ([RASolicitations@pge.com](mailto:RASolicitations@pge.com)), with a copy to the Independent Evaluator Charles Janecek ([PGE\\_IE@PACONSULTING.COM](mailto:PGE_IE@PACONSULTING.COM)) by the deadline indicated in Table 1 below. Telephonic, hardcopy, or

facsimile transmission of an offer or bid is not acceptable. PG&E will not be responsible for any unsuccessful transmittals.

## 5. Schedule for Offers and Bids

The table below provides the tentative schedule for this E-Solicitation, which is subject to change at PG&E's discretion.

Table 1

Event	Target Deadline
PG&E launches E-solicitation	Friday, 8/13
Offers and Bids due	5 pm (PPT) Friday, 8/20
PG&E notifies participants of shortlist status	Wednesday, 9/1
Deadline for notified shortlisted participants to accept shortlist status and final volumes	Thursday, 9/2
Target full execution of confirmations	Thursday, 9/16

If the CAISO has not released Draft 2022 Net Qualifying Capacity (NQC) values by Wednesday, August 18, PG&E may delay all the above deadlines on a day by day basis until the Draft 2022 NQCs have been released. PG&E retains the right to modify the schedule for other reasons unrelated to 2022 NQC values. In the event of any changes to the schedule, PG&E shall communicate those changes through a market notice sent in reply to this email. The email will include a new modified schedule.

Soon after the conclusion of this solicitation, PG&E plans to issue a second phase of its 2022 Annual RA and Import Energy E-Solicitation. This second phase will target execution before October 31, 2021.

## 6. Contact Information

Questions regarding this Electronic Solicitation and process should be addressed to the PGE RA Solicitations mailbox [RASolicitations@pge.com](mailto:RASolicitations@pge.com), with a copy to the Independent Evaluator Charles Janecek ([PGE\\_IE@PACONSULTING.COM](mailto:PGE_IE@PACONSULTING.COM)).

## 7. Disclaimers

This Electronic Solicitation does not constitute an offer for sale or bid to purchase and creates no obligation to execute any agreement or to enter into any transaction. Any transactions are subject to PG&E management approval and execution of final documents. PG&E shall retain the right at any time, in its sole discretion, to reject any offer or bid and/or modify, suspend or cancel this Electronic Solicitation, 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.

Thank you for your consideration of this Electronic Solicitation.

Kind regards,

PG&E



## **SOUTHERN CALIFORNIA EDISON COMPANY**

# 2021 Q4 Resource Adequacy (RA) Electronic Solicitation

## **Solicitation Instructions**

September 8, 2021

## **EMAIL INQUIRIES & OFFERS TO**

[RA@sce.com](mailto:RA@sce.com)  
& Keith Oliver – [Keith.Oliver@merrimackenergy.com](mailto:Keith.Oliver@merrimackenergy.com)

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**Note:** *These Solicitation Instructions and the Non-Disclosure Agreement (NDA), limit Respondents' ability to engage in communications with any other actual or potential participants in this Solicitation concerning this Solicitation. The NDA is provided in Exhibit A, which must be partially executed and submitted to SCE by Respondent no later than the Offer Submission Deadline, unless a fully executed evergreen NDA between Respondent and SCE already exists.*

*In the event that a Respondent desires to (a) act as a marketing agent for a third party, (b) act as a credit sleeve for a third party, or (c) otherwise act as an agent or representative of a third party, in each case with respect to any Offer in the Solicitation, such Respondent and the third party should contact SCE and seek a waiver or amendment of such confidentiality provisions, which SCE may or may not grant in its sole discretion. Such a Respondent and the third party should be prepared to provide SCE with a written description of the proposed relationship between such parties and the proposed structure of their Offers. SCE reserves the right, in its sole discretion, to disqualify those Respondents that have not complied with the provisions of this paragraph.*

## 1. Introduction

Southern California Edison Company ("SCE") is conducting this Solicitation to optimize its Resource Adequacy ("RA") position and facilitate Month-Ahead and Year-Ahead compliance showings for the years 2021 - 2025. SCE Seeks offers from Respondents to buy, sell, or swap RA Capacity for Delivery Periods commencing **December 1, 2021 to December 31, 2025**, as further defined in Article 2 of these Solicitation Instructions. This Solicitation hereafter will be references as the "2021 Q4 RA eSol", "RA-Solicitation", "eSolicitation", or "Solicitation".

The purpose of this document (the "Solicitation Instructions") is to provide Respondents with the product definition, schedule, submittal instructions, and the terms and conditions of Respondents' participation in this Solicitation. All offers will be reviewed for completeness and conformity, and evaluated on a competitive basis.

Capitalized terms not defined in these Solicitation Instructions have the meanings ascribed to them in the applicable Exhibits hereto or the current California Independent System Operator Corporation ("CAISO") tariff and protocol provisions, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," as amended or supplemented from time to time (the "CAISO Tariff").

SCE will utilize an independent evaluator, Merrimack Energy (the "IE"), in connection with this Solicitation.

## 2. Products Solicited

The eligible products for this eSolicitation are SCE sale, SCE purchase, and SCE swaps (SCE Buy System; SCE Sell Local) for RA Capacity with Delivery Periods shown below.

### 2.1. RA Capacity

The following is a summary and description of the RA Capacity product for this Solicitation.

**Table 1: RA Capacity**

<b>Product</b>	<b>RA Capacity</b>		
Delivery Point	CAISO System for purchases; Bay Area, Big Creek Ventura, Fresno, LA Basin, PG&E Other, and San Diego for sales and swaps		
Type	System & Local (with or without Flex) <i>for SCE sales, offer workbook will make clear unit(s) selection will be at SCE discretion</i>		
Minimum Volume	5 MW		
Price	Fixed (\$/kW-month)		
Contract Options	SCE <b>Sale</b>	SCE <b>Purchase</b> <sup>1</sup>	SCE <b>Swaps</b> Local (SCE Sells) for System (SCE Buys)
Offer Increment	Monthly	Monthly (2022-2025); Annual (2024-2025)	Monthly
Eligible Delivery Periods	Dec 2021; Jan 2022 – Dec 2022	Jan 2022 – Dec 2025	Jul 2022 – Oct 2022

Offer Variants – Respondents are encouraged to submit multiple offers with varying delivery periods and contract options (such as varying volume options and delivery terms). Such variation may enhance a Respondent’s ability to receive a final award within the eSolicitation. SCE may either select to sell full or partial offer quantity at the offer price based on availability competitively. Respondents may

<sup>1</sup> Proxy Demand Resources are not solicited in this eSolicitation.

not change the offer price after the Offer Submission Deadline.

SCE Swaps – SCE will sell Local RA Capacity and purchase System RA Capacity. Available local RA for swap include Bay Area, Big Creek Ventura, Fresno, LA Basin, PG&E Other, and San Diego. **Important:** Note that Swaps will transact based on the cost difference (premium) between the buy and sell transactions. The independent posting amount if applicable will be based on the SCE sell side of the transaction.

RA Confirmation & EEI – RA purchases and sales from SCE to offeror will be transacted through the terms described in the RA Capacity Confirmation (the “SCE Pro Forma RA Confirmation”), attached hereto as Exhibit B1 for SCE Sells and Swaps and Exhibit B2 for SCE Buys, based on an executed EEI Master Power Purchase & Sale Agreement (“Enabling Agreement”) between SCE and Respondent. For RA Swaps, additional terms will apply as indicated in the SCE Pro Forma RA Confirmation. Respondents must have an effective Enabling Agreement with SCE at time of offer submittal for SCE Sales and Swaps. SCE has a strong preference for counterparties that have an effective Enabling Agreement with SCE to conduct a transaction for SCE Purchases.

### 3. Solicitation Schedule

The following are key dates associated with this eSolicitation.

Event	SCE Sales or Buys for Year-Ahead (Track 1)	SCE Buys for Month-Ahead (Track 2)
<b>eSolicitation launch</b>	By September 8, 2021	By September 8, 2021
<b>“Offer Submission Deadline”</b>  Respondents must submit a complete Offer submittal package	September 22, 2021 at 12:00 PM PPT	September 22, 2021 at 12:00 PM PPT
<b>“Selection Notification”</b>	October 6, 2021	October 20, 2021



<p>Selection notice will be provided to Respondents identifying the Offers selected. SCE’s selection of an Offer is subject to final SCE management review and approval, consultation with SCE’s Procurement Review Group (“PRG”), successful execution of the Confirmation, and does not constitute a binding agreement.</p>		
<p><b>“Execution Deadline” &amp; Close of the 2021 Q4 RA eSolicitation</b></p> <p>Deadline for Respondent and SCE, as applicable, to Execute Final Confirmation(s).</p>	<p>No later than October 25, 2021</p>	<p>No later than November 30, 2021</p>

Unless stated otherwise in the above table, deadlines will be set at close of business (5:00 p.m. PPT). SCE reserves the right to revise, modify, alert, add to, remove from, or otherwise change the schedule above at any time and in SCE’s sole discretion.

**4. Eligibility Requirements**

Respondents to this eSolicitation must comply with the requirements in these eSolicitation Instructions. Respondents that fail to comply with the requirements in these eSolicitation Instructions may be deemed ineligible and their Offers may not be considered. SCE, in its sole discretion, may change the terms, requirements, and schedule of this eSolicitation.

By participating in this eSolicitation the Respondent specifically acknowledges the following:

- If Respondent is deemed eligible to submit an Offer, any Offer submitted by Respondent is considered a final Offer and cannot be modified by Respondent. SCE however reserves the right to clarify and further refine all offers at its sole

discretion, including but not limited to Product type, parameters, price and quantity.

## 5. Credit Requirements

SCE requires that Respondents post collateral (either cash or a letter of credit) for SCE's exposure above an unsecured credit line, if any. Only investment grade-rated Respondents are eligible for an unsecured credit line. Alternatively, a Respondent may be eligible for an unsecured credit line by providing a guaranty from an investment grade-rated corporate parent (the "Guaranty"). A form of such guaranty can be provided by SCE upon request. SCE will not accept a Guaranty from third parties that are not affiliated with the Respondent. Respondents that are not rated or are rated below investment grade shall be required to post collateral for all of SCE's exposure in addition to an independent amount.

SCE is a California load-serving utility with investment grade credit ratings and substantial tangible net worth. Any Offer that requires SCE to post collateral will be rejected by SCE.

SCE reserves the right to disqualify Respondents that are unwilling or unable to meet these credit requirements.

Use of a funds transfer agent and a Funds Transfer Agent Agreement ("FTAA") in order to fulfill payment obligations may not fulfill SCE's collateral requirements. Respondents in such case will have to arrange for additional collateral.

## 6. Offer Submittal Instructions

**IMPORTANT** – The primary method for exchange of information or documents concerning this Solicitation, including any such exchange concerning the preparation or submission of Offers to SCE, will be the PowerAdvocate® website:

<https://www.poweradvocate.com/pR.do?okey=118236&pubEvent=true>

All participants interested in submitting Offers for this Solicitation will need to pre-register with PowerAdvocate®. Participants who do not have an existing PowerAdvocate® account must first register to create a username and password. This information is required to gain access to the Solicitation materials (via event code 118236). Users with an existing PowerAdvocate® account can readily access the

Solicitation site and associated materials. For additional information on registering, please visit:

[https://www.poweradvocate.com/WebHelp\\_Sourcing\\_Intel\\_Supplier/Content/Resources/Sourcing\\_Intel\\_Supplier\\_Guide.pdf](https://www.poweradvocate.com/WebHelp_Sourcing_Intel_Supplier/Content/Resources/Sourcing_Intel_Supplier_Guide.pdf)

SCE strongly encourages participants to register with PowerAdvocate® well before Offers are due. PowerAdvocate® registrants should submit Offers under the parent company of the entity, not its contractors, subcontractors, consultants, or agents. For any registration or access issues, please contact [support@poweradvocate.com](mailto:support@poweradvocate.com).

### **6.1. Submission of Offers**

In order to have a complete and conforming Offer submittal package, a Respondent must submit the following documents (“e-Solicitation Documents”) via Power Advocate by the Offer Submittal Deadline:

1. A fully completed Offer Workbook;
2. A partially executed Non-Disclosure Agreement (NDA), unless Respondent already has in place an evergreen NDA with SCE (please note this on offer submittal);
3. A completed pro forma RA Confirmation (Exhibit B1 - SCE Pro Forma RA Confirmation for SCE Sales and Swaps and/or Exhibit B2 - SCE Pro Forma RA Confirmation for SCE Buys), with all the relevant data fields filled in. Changes to the pro forma RA Confirmation will not be accepted in this Solicitation for SCE Sales and Swaps. Limited modifications may be considered for SCE Purchases. However, modifications to SCE’s pro forma are not preferred;
4. If Respondent is a government entity, an unexecuted draft Certificate of Authority (Exhibit C) including all applicable exhibits.

All documents will be made available through the PowerAdvocate® site. All forms uploaded for consideration must be in their original format, i.e. not converted to a Portable Document Format (PDF); provided, signature pages of the NDA may be uploaded as a PDF. Failure to provide the listed information may result in the Offer being deemed non-conforming and may disqualify the Offer from further consideration.

SCE will not accept Offers received after the Offer Submittal Deadline. SCE will only consider submissions that, as of the submittal deadline, constitute complete and

conforming Offers. Offers **must** be submitted to the PowerAdvocate® website. Should a Respondent experience issues submitting their Offer to the PowerAdvocate® website, SCE strongly encourages that Respondent contact SCE at its earliest ability via a) the PowerAdvocate® website, or b) by email at [RA@sce.com](mailto:RA@sce.com). Any email exchange must include IE. By responding to this eSolicitation, each Respondent agrees to be bound by all terms, conditions and other provisions of this eSolicitation (including these eSolicitation Instructions) and any changes or supplements to it that may be issued by SCE.

## **6.2. Selection Notification**

By the Selection Notification date, SCE will notify Respondents if their Offers have been contingently selected. Upon such contingent selection, such Offer become binding on Respondent and Respondent may not modify, alter, withdraw or otherwise revise such Offer. SCE selection is contingent upon consultation with SCE's Procurement Review Group ("PRG"), final SCE management review and approval, successful negotiation of the Transaction Documents, and SCE's execution and delivery of the applicable transaction Documents.

## **6.3. Execution of Confirmations and Certificate of Authority**

By submitting an Offer in SCE's RA eSolicitation, Respondent agrees to execute a Confirmation and Certificate of Authority (if applicable) consistent with the terms of the Offer(s) submitted by the Respondent and contingently selected by SCE, and containing such terms and conditions as may be mutually acceptable to SCE and the Respondent on or before the Execution Deadline. The Certificate of Authority must be executed by the Respondent on the same date as the RA Confirmation is partially executed by the Respondent. The Confirmation will only be considered executed once authorized officers of both SCE and the Respondent have executed and delivered the Confirmation.

## **7. Evaluation Criteria**

This eSolicitation will utilize a single pricing value process to assess of all offers based on SCE's most recent market forecast. All Offers will initially be assessed for conformance with the requirements set forth in these eSolicitation Instructions. Respondents are responsible for the accuracy of all figures, calculations, and representations. In addition to the foregoing, there will be both quantitative and qualitative considerations involved with evaluating Offers in accordance with the SCE Bundled Procurement Plan (BPP). Any

Offer within this eSolicitation will be considered a final Offer which cannot be modified by Respondent, and which shall be subject to SCE's acceptance, execution and delivery, as determined by SCE in its sole discretion.

### **7.1. Quantitative Evaluation**

The valuation of each Offer considers cash flow components for both cost and revenue. These components are then netted and discounted to yield a Net Present Value ("NPV") for each Offer. The NPV is compared to other Offers or potential combinations of Offers to find the "Least Cost" selection set which meets SCE's minimum procurement obligation. For this eSolicitation, SCE will be assessing the costs and benefits associated with each Offer, which may include capacity payments, natural gas toll, forecasted market implied heat rate, debt equivalence, potential credit and collateral adders, and SCE's ascribed RA and Energy benefits. SCE will then select a set of Offers with the goal of minimizing the cost to SCE's customers, while meeting the defined needs, subject to a set of constraints such as counterparty volume limits.

### **7.2. Qualitative Evaluation**

In addition to the quantitative factors described above, there are other factors which may impact the selection of an Offer. These may include, among other factors, project viability, location within a Disadvantaged Community ("DAC"), adherence to the parameters for this eSolicitation, offers for flexible capacity, Offers for local capacity, changes to the eSolicitation Documents, counterparty concentration and creditworthiness.

## **8. Communication & Independent Evaluator**

As described in Section 6 above, the primary communication method concerning this Solicitation will be via PowerAdvocate® or by email. SCE may, in its sole discretion, decline to respond to any email or other inquiry about the Solicitation without liability or responsibility.

### **8.1. Independent Evaluator**

Questions regarding the integrity of the evaluation process or the role of the IE may be referred to Keith Oliver of Merrimack Energy at the following e-mail address: [Keith.Oliver@merrimackenergy.com](mailto:Keith.Oliver@merrimackenergy.com).

## 9. Confidentiality

With respect to SCE and the IE, information provided by Respondent to SCE and the IE for purposes of this eSolicitation will be subject to (i) a fully executed Confidentiality Agreement and (ii) all applicable CPUC disclosure requirements including, CPUC D.06-06-066.

## 10. General Information & Reservation of Rights

- a) Any transaction resulting from this eSolicitation will be documented in an executed applicable Confirmation under an executed Enabling Agreement between SCE and Respondent, as applicable.
- b) SCE may, in its sole discretion, enter into transactions with one or more Respondents submitting Offers.
- c) SCE may, in its sole discretion, request a Respondent to modify their price, Contract Quantity, and/or RA attributes Offered, or otherwise issue a counteroffer during the negotiation phase in this eSolicitation.
- d) SCE may execute RA Confirmations with selected Respondents at any time during the negotiation phase or may choose to execute none at all.
- e) SCE retains the discretion, in its sole discretion, to: (a) reject any Offer in the event the Offer does not provide adequate benefit to SCE's customers; (b) formulate and implement appropriate criteria for the evaluation and selection of Offers; and (c) negotiate with any Respondent in order to maximize the value for SCE's customers.
- f) In addition to the limitations on Offers set forth in these eSolicitation Instructions, SCE reserves the right, in its sole discretion, to limit the number of Offers that can be submitted by any Respondent.
- g) Respondents are required to meet all the terms and conditions of the eSolicitation to be eligible to compete in the solicitation process. Respondents are required to submit all requested information and follow all instructions contained in these eSolicitation Instructions, including, but not limited to, submitting conforming Offers and eSolicitation Documents in compliance with the eSolicitation Schedule.

- h) By participating in this eSolicitation, including, without limitation, by submitting an Offer, Respondent agrees to all terms, conditions, representations, warranties, and covenants in these eSolicitation Instructions. Other than the representations, warranties and covenants made by Respondent in these eSolicitation Instructions and the executed Confidentiality Agreement between SCE and Respondent, submittal of any document pertaining to this eSolicitation, including, without limitation, one or more Offers, or receipt of any contingent selection, is not intended to, and does not, constitute a binding agreement of, or establish any obligation of SCE.
- i) SCE reserves the right, at any time and during this eSolicitation in its sole discretion, to abandon this eSolicitation, to change any dates specified in this eSolicitation, to change the basis for the evaluation of Offers, to terminate further participation in this process by any party, to accept any Offer, to enter into any agreement, to evaluate the qualifications of any Respondent or the terms and conditions of any Offer, to reject any or all Offers, to prohibit or limit mutually exclusive and mutually inclusive Offers, to change any form or document used in this eSolicitation, waive any irregularities, and otherwise modify the eSolicitation in any way, without notice and without assigning any reasons and without liability of Edison International, SCE, or any of their respective subsidiaries, affiliates, employees, officers, directors, other agents, and representatives.

SCE shall have no obligation to consider any Offer submitted by a Respondent. SCE will not reimburse any Respondent for any of its expenses related to this eSolicitation under any circumstances, regardless of whether the eSolicitation proceeds to execution of any transactions or is abandoned, and regardless of whether or not SCE enters into a transaction with the Respondent. With respect to Respondents who have applicable Enabling Agreements executed and effective prior to the time when such Respondent submits an Offer, SCE shall not be deemed to have accepted any such Offer, and shall not be bound by any term thereof, unless and until an authorized representative of SCE (executes a Confirmation with respect to such Offer. With respect to Respondents who do not have applicable Enabling Agreements executed and effective prior to the time such Respondent submits an Offer, SCE shall not be deemed to have accepted any such Offer, and shall not be bound by any term thereof, unless and until an authorized representative of SCE executes a Confirmation and an Enabling Agreement with the Respondent. The establishment, update, or modification of any

regulatory requirement which potentially impacts SCE's decision regarding selection of Offers may result in SCE revising any portion of any document related to this eSolicitation, including, without limitation, the elimination of one or more products sought hereunder and/or revising the schedule set forth herein.

- j) SCE encourages Women-Owned, Minority-Owned, and Disabled Veteran-Owned Business Enterprises and Lesbian, Gay, Bisexual and/or Transgender Business Enterprises ("Diverse Business Enterprise(s)") to participate in the eSolicitation. To be considered as a Diverse Business Enterprise, Respondent must provide a copy of a valid certificate that verifies Respondent's Diverse Business Enterprise status. Information on SCE's diversity supplier program can be found at: <https://www.sce.com/wps/portal/home/partners/buying-selling/supplier-diversity/>.

Diverse Business Enterprises are welcome to submit Offers into this eSolicitation and FTAA's may be considered. However, depending on the term, quantity, and the resulting exposure related to any Offers, an FTAA may not fulfill SCE's collateral requirement in which case additional collateral will have to be arranged.

Further, as provided in Section 6.3 of CPUC General Order 156, SCE's Supplier Diversity efforts include encouraging its Respondent's to develop plans to utilize Diverse Business Enterprises subcontractors. SCE can help Respondent's with identifying Diverse Business Enterprises for subcontracting opportunities.

## **11. Respondent's Waiver of Claims & Limitation of Remedies**

By participating in this eSolicitation, including, without limitation, by submitting an Offer:

- a) Respondent acknowledges and agrees that it is knowingly, voluntarily, and completely waiving any rights under statute, regulation, state or federal constitution, or common law to assert any claim, complaint, or other challenge in any regulatory, judicial, or other forum, including, without limitation, the CPUC (except as expressly provided below), the Federal Energy Regulatory Commission ("FERC"), the Superior Court of the State of California ("State Court") or any U.S. District Court ("Federal Court") concerning or related in any way to this eSolicitation or any unexecuted documents related



- to this eSolicitation, including, without limitation, all exhibits, attachments, and appendices thereto (“Waived Claims”).
- b) Respondent acknowledges and agrees that if it asserts any Waived Claim at the CPUC, FERC, State Court, or Federal Court, or otherwise in any forum, to the extent that Respondent’s Offer has not already been disqualified, SCE is entitled to automatically disqualify such Offer from further consideration in the eSolicitation or otherwise, and further, SCE may elect to terminate the eSolicitation.
  - c) Respondent acknowledges and agrees that the sole forum in which Respondent may assert any challenge with respect to the conduct or results of the eSolicitation is at the CPUC and that: (1) the sole means of challenging the conduct or results of the eSolicitation is a complaint filed under Article 4, Complaints and Investigations, of Division 2, Chapter 2 of Title 20, Public Utilities and Energy, of the California Code of Regulations, (2) the sole basis for any such complaint shall be that SCE allegedly failed in a material respect to conduct the solicitation generally consistent with these eSolicitation Instructions; and (3) the exclusive remedy available to Respondent in the case of such a complaint shall be an order of the CPUC that SCE engaged in conduct that the CPUC determines was not generally consistent with these eSolicitation Instructions or any documents related to this eSolicitation (including exhibits, attachments, and appendices).
  - d) Respondent 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 SCE elects to do otherwise in its sole discretion, during the pendency of such a complaint, the eSolicitation and any related regulatory proceedings related to the eSolicitation will continue as if the complaint had not been filed, unless the CPUC issues an order suspending the eSolicitation or SCE has elected to terminate or suspend the eSolicitation or any portion thereof.
  - e) Respondent acknowledges and agrees that if Respondent asserts any Waived Claim, SCE shall be entitled to seek immediate dismissal of Respondent’s claim, complaint, or other challenge, with prejudice, by filing a motion to dismiss (or similar procedural device) supported by the language in these eSolicitation Instructions and that Respondent will not challenge or oppose such a motion to dismiss (or similar procedural device).

- f) Respondent acknowledges and agrees that if it asserts any Waived Claim, and if SCE successfully has that claim dismissed or transferred to the CPUC, Respondent shall pay SCE's full costs and expenses incurred in seeking such dismissal or transfer, including, without limitation, reasonable attorneys' fees and expenses.
- g) Respondent agrees to indemnify and hold SCE harmless from any and all claims by any other party asserted in response to the assertion of any Waived Claim by Respondent and for reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by SCE or as a result of a Respondent's complaint filing at the CPUC resulting from the eSolicitation.
- h) Except as expressly provided in the documents related to this eSolicitation, nothing herein, including, without limitation, Respondent's waiver of any Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of SCE.
- i) In the event Respondent is deemed eligible by SCE to submit an Offer, Respondent submits an Offer, SCE notifies Respondent that SCE accepts such Offer and there is a dispute related to the terms of any such Offer, such dispute shall be resolved in accordance with the terms of the dispute resolution provisions set forth in the eSolicitation Documents which were part of such Offer.

## **12. Respondent's Representations, Warranties & Covenants**

By participating in this eSolicitation, including, without limitation, by submitting an Offer, Respondent (A) agrees to be bound by the conditions of the eSolicitation, including the terms of these eSolicitation Instructions; and (B) makes the following representations, warranties, and covenants to SCE, which representations, warranties, and covenants shall be deemed to be incorporated in their entireties into each of Respondent's Offers:

- a) Respondent has read, understands and agrees to be bound by all terms, conditions and other provisions of the eSolicitation Documents.
- b) Respondent has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the eSolicitation, the eSolicitation Documents, and these eSolicitation Instructions, including any exhibits to such documents.

- c) Respondent has obtained all necessary authorizations, approvals and waivers, if any, required by Respondent to submit its Offer and, (a) required to enter into and execute, if necessary, any necessary Enabling Agreements in the form of the applicable Enabling Agreements negotiated with SCE and (b) required to enter into a Transaction with SCE under the applicable executed Enabling Agreement (if required) for the respective products, in the form of the Confirmation, as applicable, negotiated with SCE.
- d) Respondent's Offer complies with all applicable laws and regulations.
- e) Respondent (a) has not engaged, and covenants that it will not engage, in any communications with any other actual or potential participant in the eSolicitation concerning this solicitation, price terms in Respondent's Offer, or related matters, without disclosure to SCE and a waiver by SCE of any applicable confidentiality provisions, including, but not limited to those set forth in the Confidentiality Agreement and these eSolicitation Instructions, and (b) has not engaged in collusion or other unlawful or unfair business practices in connection with this eSolicitation.
- f) Each Offer submitted by Respondent (a) is a Offer subject only to SCE's contingent selection, in SCE's sole discretion, and (b) in the event there is any dispute related to the terms of any such Offer, such dispute shall be resolved in accordance with the terms of the dispute resolution provisions set forth in the eSolicitation Documents which were part of such Offer.
- g) The information and documents submitted by Respondent to SCE in connection with this eSolicitation are true and accurate as of the date of Respondent's Offer submittal. Respondent covenants that it will promptly update such information upon any material change thereto.

### **13. Respondent's Offer & Acknowledgement**

By participating in this eSolicitation, including, without limitation, by submitting an Offer, Respondent acknowledges and agrees that:

- a) SCE may rely upon all of Respondent's representations, warranties, and covenants in this eSolicitation (including, without limitation, in these eSolicitation Instructions, in the eSolicitation Documents and in any Offer submitted by Respondent);

- b) SCE may disclose information as set forth in the Confidentiality Agreement and as described in these eSolicitation Instructions; and
- c) In SCE's evaluation of Offers pursuant to this eSolicitation, SCE has the right to disqualify a Respondent that is unwilling or unable to meet SCE's credit requirements, or any other requirements of this eSolicitation, as determined by SCE in its sole discretion.

BY PARTICIPATING IN THIS E-SOLICITATION, INCLUDING, WITHOUT LIMITATION, BY SUBMITTING AN OFFER, RESPONDENT ACKNOWLEDGES AND AGREES THAT ANY BREACH BY RESPONDENT OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE E-SOLICITATION INSTRUCTIONS AND ALL OTHER E-SOLICITATION DOCUMENTS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH RESPONDENT, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE E-SOLICITATION IN ITS ENTIRETY, OR FOR PROHIBITING RESPONDENT FROM PARTICIPATING IN FUTURE SOLICITATIONS OR PLACING ADDITIONAL REQUIREMENTS ON RESPONDENT IN FUTURE SOLICITATIONS.

## 14. Exhibits

Exhibit A – SCE Non-Disclosure Agreement

Exhibit B1 – SCE Pro Forma RA Confirmation for SCE Sells and Swaps

Exhibit B2 – SCE Pro Forma RA Confirmation for SCE Buys

Exhibit C – Certificate of Authority

Exhibit D – Offer Workbook for RA Capacity

**From:** [Paulo Apolinario](#)  
**Cc:** [Paulo Apolinario](#); [Peter Virasak](#)  
**Subject:** RA Solicitation - 2022 Resource Adequacy Products with City of Santa Clara dba Silicon Valley Power  
**Date:** Wednesday, September 15, 2021 4:14:01 PM  
**Attachments:** [Silicon Valley Power RA Response Template CY 2022.xlsx](#)  
[WSPP pro forma confirm letter agreement 20181002 1.0 \(3\).docx](#)

---

**CAUTION:** This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The City of Santa Clara dba Silicon Valley Power is seeking offers from prospective counterparties to sell/buy Resource Adequacy Products to/from the City of Santa Clara dba Silicon Valley Power for the 2022 Resource Adequacy Year. Please see details below:

**Sell** to City of Santa Clara dba Silicon Valley Power

- Product: **Local RA Capacity** (Bay Area or PG&E Other)
- Delivery Term: April, November and December
- Quantity: All volumes of 1 MW or greater

**Sell** to City of Santa Clara dba Silicon Valley Power

- Product: **System RA Capacity**
- Delivery Term: March, April, September, October, November and December
- Quantity: All volumes of 1 MW or greater

**Buy** from City of Santa Clara dba Silicon Valley Power

- Product: **Local RA Capacity** (Big Creek/Ventura, Stockton, Bay Area, NCNB and Sierra)
- Delivery Term: January, May, June, July, August
- Quantity: All volumes of 1 MW or greater

**Buy** from City of Santa Clara dba Silicon Valley Power

- Product: **System RA Capacity**
- Delivery Term: May, June and July
- Quantity: All volumes of 1 MW or greater

***\*Flex RA is not being offered under this solicitation. If Flex RA is required, please indicate the details on the response template and if available it may be considered.***

***\*SVP may be open to transacting for calendar year strips, if a swap can be arranged for individual months.***

**Response Deadline: Tuesday, September 21, 2021 by 5:00pm**

(Participants will be notified of results by Tuesday, September 28<sup>th</sup>, 2021 at 5:00pm)

**Contract Vehicle:** Transactions shall be executed under the terms of the WSPP Master Agreement RA confirms (non-substantive modifications will be considered). ***Please see attached template.***

Please submit responses using the attached response template. You may modify the template as needed to accommodate and/or clarify your proposal.

For any questions regarding this solicitation and for submittal of responses, please contact Paulo Apolinario at [papolinario@svpower.com](mailto:papolinario@svpower.com) or Peter Virasak at [pvirasak@svpower.com](mailto:pvirasak@svpower.com)

**Disclaimer:** City of Santa Clara dba Silicon Valley Power will evaluate each offer upon receipt. All offers will be considered, however, final acceptance may vary based on City of Santa Clara dba Silicon Valley Power’s Risk Management Policy & Regulation, Legal approval and credit requirements. City of Santa Clara dba Silicon Valley Power reserves the sole and discretionary right to (i) reject any offers received in response to this solicitation for any reason, and (ii) accept any offers received after the deadline for submittals as indicated herein. Additionally, City of Santa Clara dba Silicon Valley Power reserves the right, at its sole discretion, to not enter into any confirmation for the transaction at the conclusion of this solicitation. City of Santa Clara dba Silicon Valley Power reserves the right to modify the terms and conditions of this solicitation at any time based on changing needs and market feedback. City of Santa Clara dba Silicon Valley Power also reserves the right to rescind this solicitation at any time prior to execution of a binding agreement.

Best regards,

**Paulo Apolinario** | Senior Resource Analyst  
Silicon Valley Power | City of Santa Clara  
881 Martin Avenue | Santa Clara, CA 95050  
Email: [papolinario@svpower.com](mailto:papolinario@svpower.com)  
Phone: 408-615-6630



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**From:** [RA Solicitations](#)  
**To:** [RA Solicitations](#)  
**Cc:** [PGE\\_IE@PACONSULTING.COM](mailto:PGE_IE@PACONSULTING.COM)  
**Subject:** PG&E RA and Import Energy E-Solicitation  
**Date:** Thursday, September 23, 2021 2:01:15 PM  
**Attachments:** [EEI Import Allocation Rights Confirm.docx](#)  
[EEI RA Confirm.docx](#)

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### To Prospective Participant:

Pacific Gas and Electric Company (“PG&E”) invites your participation in the second phase of its **2022 Annual Resource Adequacy (“RA”) and Import Energy Electronic Solicitation (“E-Solicitation”)** via this Market Notice. Please see below for further details.

The deadline to submit a response is 5:00 pm (PPT), Thursday, September 30, 2021, unless subsequently modified by PG&E. Refer to section four below for circumstances in which PG&E may modify the timeline.

This Market Notice describes the schedule and process by which participants may submit offers and bids, and under which PG&E will evaluate all offers and bids submitted. PG&E, at its sole discretion, may change the terms, requirements, and schedule of this E-Solicitation.

PG&E is seeking the following proposals:

### **RA Capacity, Import Rights, and Import Energy**

<b>Product</b>	<b>PG&amp;E is Seeking to</b>	<b>Minimum Volume</b>	<b>Delivery Period</b>	<b>Pricing</b>
System RA	Buy, Sell, Simultaneous Buy/Sell	1 MW	Jan – Dec 2022	Fixed Price \$/kW-month
Local RA	Buy, Sell, Simultaneous Buy/Sell	1 MW	Jan – Dec 2022	Fixed Price \$/kW-month
Import Allocation Rights (IARs)	Sell	1 MW	Jan – Dec 2022	Fixed Price \$/kW-month
Import Energy *	Buy	5 MW	Jan – Dec 2022	CAISO LMP, ICE Index, or Fixed Price \$/MWh

*\*PG&E’s preference is to transact Import Energy indexed to CAISO LMP, but PG&E will consider offers for Fixed Prices or ICE Indexed transactions too.*

## 1. RA and IAR Master Agreement and Confirmations

PG&E will transact RA and IAR products under an EEI Master Agreement. The executed Master Agreement shall govern transactions entered into pursuant to this E-Solicitation, including transaction details agreed to in any RA or IAR Confirmation Agreement (“Confirmation”). If a successful participant does not have an executed EEI Master Agreement in place with PG&E at the time of shortlist acceptance, additional time may be required to execute an EEI Master Agreement prior to execution of any Confirmation(s). PG&E will not consider material changes to its RA or IAR confirmations issued with this solicitation.

PG&E provides the attached RA and IAR Confirmations that set forth the terms and conditions to create and define the Products to be transacted. The Confirmations require participants to comply with the RA requirements as implemented by both the California Public Utilities Commission and the California Independent System Operator (“CAISO”). The Confirmation is specific to transactions executed under an EEI Master Agreement with a PG&E Collateral Annex, and, as such, successful participants must have an EEI Master Agreement with a PG&E Collateral Annex in place with PG&E prior to execution of an unmodified Confirmation in this E-Solicitation. Modification of the Confirmation may be necessary for those participants without a PG&E Collateral Annex.

## 2. Import Energy Confirmation

Import Energy offers should be for WSPP Schedule C firm energy.

PG&E seeks to include the following language in Import Energy Confirmations:

Any energy associated with a Day Ahead or Real Time schedule interruption due to an Uncontrollable Force, consistent with provision C-3.7(b) of the WSPP Service Schedule C for Firm Capacity/Energy Sale or Exchange shall be deemed “Undelivered Energy”. PG&E deems CAISO overscheduling on paths as Uncontrollable Force. The contract quantity shall be reduced by the amount of any Undelivered Energy for settlement purposes.

Seller hereby agrees that the Product is not sourced from resources internal to the CAISO Balancing Authority Area. Buyer shall have no obligation to accept any energy sourced from resources internal to the CAISO Balancing Authority Area, and any such energy shall not be considered Product.

CAISO Balancing Authority Area refers to the collection of generation, transmission, and loads within the metered boundaries of the California Independent System Operator Corporation.

## 3. Submitting Offers and Bids

Interested participants should submit the Offer and Bid Form. PG&E has received some reports of firewall software blocking receipt of the Offer and Bid Form. **Therefore, the form will be delivered in a separate email following the market notice.** If you wish to participate in the solicitation and do not receive this second notice, please contact PG&E at [RASolicitations@pge.com](mailto:RASolicitations@pge.com).



If seeking to transact Import Energy, participants should also include an Import Energy Confirmation which incorporates the language from Section 2 above.

All bids and offers for RA or IARs included in the Offer and Bid Form should be submitted with final pricing. PG&E will not be conducting a price refresh for those products as part of this solicitation. PG&E will consider RA and IARs offers and bids final. PG&E may consider refreshed pricing for Import Energy offers, especially if those offers are fixed price.

Offers and bids must be submitted via e-mail to the PGE RA Solicitations mailbox ([RASolicitations@pge.com](mailto:RASolicitations@pge.com)), with a copy to the Independent Evaluator Charles Janecek ([PGE\\_IE@PACONSULTING.COM](mailto:PGE_IE@PACONSULTING.COM)) by the deadline indicated in Table 1 below. Telephonic, hardcopy, or facsimile transmission of an offer or bid is not acceptable. PG&E will not be responsible for any unsuccessful transmittals.

#### 4. Schedule for Offers and Bids

The table below provides the tentative schedule for this E-Solicitation, which is subject to change at PG&E's discretion.

Table 1

Event	Target Deadline
PG&E launches E-solicitation	Thursday, 9/23
Offers and Bids due	5 pm (PPT) Thursday, 9/30
PG&E notifies participants of shortlist status	Wednesday, 10/13
Deadline for notified shortlisted participants to accept shortlist status and final volumes	Thursday, 10/14
Target full execution of confirmations	Friday, 10/22

**Note:** If the CAISO has not released Final 2022 Net Qualifying Capacity (NQC) values by Monday, September 27<sup>th</sup>, PG&E may delay all the above deadlines on a day by day basis until the Final 2022 NQCs have been released. PG&E retains the right to modify the schedule for other reasons unrelated to 2022 NQC values. In the event of any changes to the schedule, PG&E shall communicate those changes through a market notice sent in reply to this email. The email will include a new modified schedule.

#### 6. Contact Information

Questions regarding this E-Solicitation and process should be addressed to the PGE RA Solicitations mailbox [RASolicitations@pge.com](mailto:RASolicitations@pge.com), with a copy to the Independent Evaluator Charles Janecek ([PGE\\_IE@PACONSULTING.COM](mailto:PGE_IE@PACONSULTING.COM)).

#### 7. Disclaimers

This E-Solicitation does not constitute an offer for sale or bid to purchase and creates no obligation to execute any agreement or to enter into any transaction. Any transactions are subject to PG&E management approval and execution of final documents. PG&E shall retain the right at any time, in its sole discretion, to reject any offer or bid and/or modify, suspend or cancel this E-Solicitation, 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.

Thank you for your consideration of this E-Solicitation.

Kind regards,

PG&E

**From:** [Power Supply](#)  
**To:** [Power Supply](#)  
**Cc:** [Curjel, Mihaela](#); [Kelly, Ryley](#); [Forsythe, William](#)  
**Subject:** City of Roseville RA Solicitation - Request for Bids Cal 2022 due Oct 15@ 2PM PPT  
**Date:** Wednesday, October 13, 2021 11:28:37 AM  
**Attachments:** [image001.png](#)  
[03\\_Roseville 2021 RA RFP Response Template \(final\).xlsx](#)  
[04\\_ROSEVILLE\\_WSPP\\_RA Confirmation \(new\).docx](#)

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Greetings,

The City of Roseville (Roseville) is soliciting bids to buy (i.e. Roseville sells) Resource Adequacy (RA) capacity. The 5 RA products and respective volumes are outlined below for Cal 2022.

Responses are due via email (reply all) by **Friday, October 15th, 2021 at 2 PM PPT**. In the attached spreadsheet, please enter the contact information along with your monthly Bid Quantity (MW) and Bid Price (\$/kW-mo), and attach with your response.

Upon receipt of bids, Roseville will evaluate and respond to notify if Roseville will pursue a confirmation agreement to execute the transaction. Attached is Roseville's standard contract form. All products will be transacted as Contingent Firm per section 3.3 of the attached.

#### RA Product 1

Roseville sells up to the following volumes (MW) of Local Resource Adequacy Capacity (NCNB Local RAR area):

Bid to Buy NCNB Local RA From Roseville									
Month-Year	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Sep-22	Oct-22	Nov-22	Dec-22
Maximum Bid Quantity (MW)	7.87	7.87	3.72	7.87	7.87	4.99	7.87	4.15	4.15

Resource IDs:

- NCPA\_7\_GP1UN1
- NCPA\_7\_GP1UN2
- NCPA\_7\_GP2UN4

#### RA Product 2

Roseville sells up to the following volumes (MW) of Local Resource Adequacy Capacity (Sierra Local RAR area):

Bid to Buy Sierra Local RA From Roseville							
Month-Year	Jan-22	Feb-22	Mar-22	Apr-22	Oct-22	Nov-22	Dec-22
Maximum Bid Quantity (MW)	12.71	12.71	12.71	7.83	12.71	12.71	12.71

Resource ID:

- STIGCT\_2\_LODI

#### RA Product 3

Roseville sells up to the following volumes (MW) of Local Resource Adequacy Capacity with Flexible Attributes (Sierra Local RAR area):

Bid to Buy Sierra Local RA with Flexible Attributes From Roseville							
Month-Year	Jan-22	Feb-22	Mar-22	Apr-22	Oct-22	Nov-22	Dec-22
Maximum Bid Quantity (MW)	5.29	5.29	5.29	5.29	5.29	5.29	5.29

Resource ID:

- STIGCT\_2\_LODI

#### RA Product 4

Roseville sells up to the following volumes (MW) of CAISO North System Capacity with Flexible Attributes (Generic):

Bid to Buy CAISO Generic RA with Flexible Attributes From Roseville
---

Month-Year	Jan-22	Feb-22	Mar-22	May-22	Nov-22	Dec-22
Maximum Bid Quantity (MW)	18.00	18.00	18.00	18.00	18.00	18.00

Resource ID:

- COLVIL\_7\_PL1X2
- SPICER\_1\_UNITS

**RA Product 5**

Roseville sells up to the following volumes (MW) of CAISO North System Capacity without Flexible Attributes (Generic):

Bid to Buy CAISO Generic RA From Roseville						
Month-Year	Jan-22	Feb-22	Mar-22	May-22	Nov-22	Dec-22
Maximum Bid Quantity (MW)	12.34	12.34	12.34	5.91	12.34	12.34

Resource ID:

- COLVIL\_7\_PL1X2
- SPICER\_1\_UNITS

**Disclaimer**

Roseville, under its sole discretion, reserves the right to reject any bids received in this request, accept any bids received after the deadline specified in this request, or rescind this request at any time prior to a binding agreement.

Thank you for your participation in this request. Let me know if you have any questions.

**Mihaela (Miha) Curiel**

*Electric Resources Planner*

Roseville Electric Utility – Power Supply

**c:** (916) 995-4477 (I am currently working remotely, so this is the best number to reach me)

**o:** (916) 774-5634

**f:** (916) 774-5583

2090 Hilltop Circle | Roseville, CA | 95747



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**From:** [Brian Zard](#)  
**To:** [Brian Zard](#)  
**Cc:** [Matthew Sasaki](#)  
**Subject:** FW: PWRPA 2022 Resource Adequacy RFO  
**Date:** Monday, October 18, 2021 5:52:15 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image712290.jpg](#)  
[image332900.jpg](#)  
[PWRPA RFO 2022 Offer Sheet.xlsx](#)

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All –  
Friendly reminder of the PWRPA 2022 RFO closing today at 3PM.

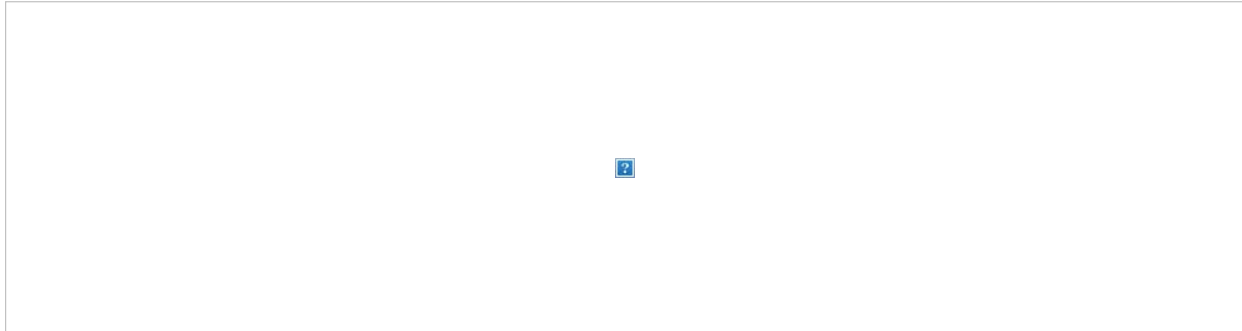
**Brian Zard** | **Manager of Portfolio Management and Trading**  
**ACES\*** | 1000 South Highway 80 | Benson, AZ 85602  
o: 520-586-5035 | [bzard@acespower.com](mailto:bzard@acespower.com)

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**From:** Brian Zard <[bzard@acespower.com](mailto:bzard@acespower.com)>  
**Sent:** Wednesday, October 13, 2021 7:26 AM  
**To:** Brian Zard <[bzard@acespower.com](mailto:bzard@acespower.com)>  
**Cc:** Matthew Sasaki <[msasaki@acespower.com](mailto:msasaki@acespower.com)>  
**Subject:** PWRPA 2022 Resource Adequacy RFO

ACES, on behalf of Power and Water Resources Pooling Authority (PWRPA), is pleased to announce the launch of its 2022 Resource Adequacy request for offers (RFO).



Offers of Local Capacity (PG&E Other) are preferred. Generic System RA will also be considered, as well as proposals with Flexible attributes.

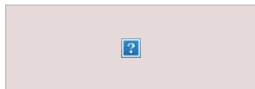
Attached is the 2022 RFO Offer Sheet to be attached to the proposal. Submit offers to ACES via email to [bzard@acespower.com](mailto:bzard@acespower.com) and [msasaki@acespower.com](mailto:msasaki@acespower.com) **before 3PM PPT Monday, October 18th**. ACES will notify participants of results **before 3PM PPT Tuesday, October 19th**.

PWRPA reserves the right to reject any offers from the 2022 RFO, accept any offers for RA received after the deadline, or rescind the 2022 RFO at any time prior to binding agreement.



**Brian Zard** | **Manager of Portfolio Management and Trading**  
**ACES\*** | 1000 South Highway 80 | Benson, AZ 85602  
o: 520-586-5035 | [bzard@acespower.com](mailto:bzard@acespower.com)

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**From:** [Mulberg, Erin](#)  
**To:** [Rivers, Shannon](#); [Jackson, Shamica](#)  
**Subject:** FW: VEA 2022 Generic System RA RFO  
**Date:** Monday, October 18, 2021 4:29:04 PM  
**Attachments:** [image002.png](#)  
[image785843.jpg](#)  
[VEA RFO 2022 Offer Sheet.xlsx](#)

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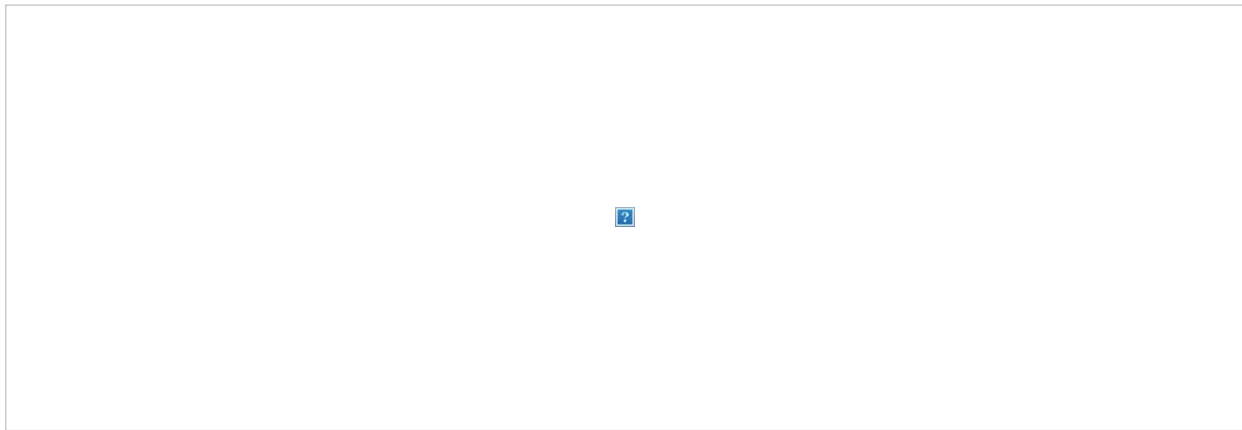
Another RFO.

---

**From:** Brian Zard <bzard@acespower.com>  
**Sent:** Monday, October 18, 2021 4:24 PM  
**To:** Brian Zard <bzard@acespower.com>  
**Cc:** Matthew Sasaki <msasaki@acespower.com>  
**Subject:** VEA 2022 Generic System RA RFO

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ACES, on behalf of Valley Electric Association (VEA), is pleased to announce the launch of its 2022 Resource Adequacy request for offers (RFO) for Generic System RA. The following table summarizes the products VEA is seeking to purchase:



Attached is the 2022 RFO Offer Sheet to be attached to the proposal. Submit offers to ACES via email to [bzard@acespower.com](mailto:bzard@acespower.com) and [msasaki@acespower.com](mailto:msasaki@acespower.com) **before 3PM PPT Tuesday, October 19th**. ACES will notify participants of results **before 3PM PPT Wednesday, October 20th**.

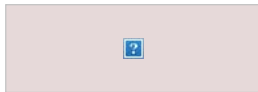
VEA reserves the right to reject any offers from the 2022 RFO, accept any offers for RA received after the deadline, or rescind the 2022 RFO at any time prior to binding agreement.

**Brian Zard | Manager of Portfolio Management and Trading**

ACES® | 1000 South Highway 80 | Benson, AZ 85602

o: 520-586-5035 | [bzard@acespower.com](mailto:bzard@acespower.com)

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**CONFIDENTIAL**

# APPENDIX E

CleanPowerSF's RA RFO Bid Information



**CONFIDENTIAL**

# APPENDIX F

CleanPowerSF's Participation in IOU and Third  
Party RA RFO Bid Information

**CONFIDENTIAL**

CONFIDENTIAL DECLARATION OF ERIN  
B. MULBERG IN SUPPORT OF  
CLEANPOWERSF'S ADVICE LETTER 18-E  
REQUESTING WAIVER OF PENALTIES  
FOR CERTAIN LOCAL RESOURCE  
ADEQUACY DEFICIENCIES IN ITS 2022  
YEAR AHEAD FILING