



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: **San Diego Community Power ("SDCP")**

Utility type:

☒ ELC ☐ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: **Stephen Gunther**

Phone #: (619) 657-0419

E-mail: sgunther@sdcommunitypower.org

E-mail Disposition Notice to: sgunther@sdcommunitypower.org

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

May 19, 2023

Advice Letter (AL) #: **13-E**

Tier Designation: **2**

Subject of AL: **SDCP Disadvantaged Communities Green Tariff and Community Solar Green Tariff Solicitation Materials**

Keywords (choose from CPUC listing): **Solar, Compliance**

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: **Resolution E-5246**

Does AL replace a withdrawn or rejected AL?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

Summarize differences between the AL and the prior withdrawn or rejected AL: **n/a**

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information: **n/a**

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: **n/a**

Resolution required? ☐ Yes ☒ No

Requested effective date: **6/19/23**

No. of tariff sheets: **0**

Estimated system annual revenue effect (%): **n/a**

Estimated system average rate effect (%): **n/a**

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: **n/a**

Service affected and changes proposed¹: **n/a**

Pending advice letters that revise the same tariff sheets: **n/a**

¹Discuss 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

Name: Stephen Gunther
Title: Senior Regulatory Analyst
Utility Name: San Diego Community Power
Address: PO Box 12716
City: San Diego
State: California Zip: 92112
Telephone (xxx) xxx-xxxx: (619) 657-0419
Facsimile (xxx) xxx-xxxx: n/a
Email: sgunther@sdcommunitypower.org

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

Clear Form

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
Curtailable 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	

May 19, 2023

California Public Utilities Commission
Energy Division
Attention: Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298

SDCP Advice Letter 13-E

RE: SDCP Disadvantaged Communities Green Tariff and Community Solar Green Tariff Solicitation Materials

Pursuant to Ordering Paragraph (“OP”) 3 of California Public Utilities Commission (“Commission or CPUC”) Resolution E-5246, San Diego Community Power (“SDCP”) hereby submits this Tier 2 Advice Letter (“AL”) for approval of its Disadvantaged Communities Green Tariff (“DAC-GT”) and Community Solar Green Tariff (“CSGT”) solicitation materials.¹

SDCP hereby submits the following draft solicitation documents as attachments to this AL in support of SDCP’s DAC-GT and CSGT programs:

- 1. Attachment A:** DAC-GT and CSGT Request for Offer (“RFO”) Protocol
- 2. Attachment B:** DAC-GT and CSGT Solar Generation Term Sheet
- 3. Attachment C:** DAC-GT and CSGT Generation Offer Form

BACKGROUND

SDCP is a California Joint Powers Authority formed on October 1, 2019 by the founding cities of Chula Vista, Encinitas, La Mesa, Imperial Beach, and San Diego for the purpose of implementing a Community Choice Aggregation (“CCA”) program. The Commission certified SDCP’s CCA Implementation Plan on March 9, 2020. SDCP started serving customers in the five cities starting in March 2021 for municipal accounts, and in June 2021 for commercial and industrial accounts. Residential customers were enrolled using a phased-in approach, starting with Imperial Beach in February 2022, followed by La Mesa in March 2022, Encinitas in April 2022, and concluding with Chula Vista and San Diego in May 2022. The SDCP Board of Directors subsequently voted to accept the unincorporated communities of San Diego County and the city of National City. On February 28, 2022, the Commission certified Addendum #1 to SDCP’s Implementation Plan, adding these two new member jurisdictions. Enrollment of these accounts is occurring in April of 2023, and, upon full enrollment, will increase SDCP’s total number of customer accounts to approximately 960,000.

¹ Resolution E-5246 at 15, OP 3.

Pursuant to Commission Decision (“D.”)18-06-027, CCAs may develop and implement their own DAC-GT and CSGT programs.² CCA tariffs must abide by all DAC-GT or CSGT rules and requirements adopted in D.18-06-027. D.18-06-027 also provides that CCAs must file a Tier 3 advice letter to implement the CCA DAC-GT and CSGT programs.³ Commission Resolution E-4999, issued June 3, 2019, provides guidance on the submittal of advice letters.

On October 12, 2022, SDCP submitted AL 10-E requesting approval via a Commission resolution of SDCP’s DAC-GT and CSGT programs. On March 16, 2023, the Commission issued Resolution E-5246 approving SDCP’s DAC-GT and CSGT programs with modifications. Resolution E-5246 requested that SDCP submit a supplemental compliance letter with revised DAC-GT and CSGT tariffs that reflect certain program updates. SDCP submitted supplemental AL 10-E-A on April 19, 2023, to address the required tariff modifications.

Resolution E-5246 further requires SDCP to submit a Tier 2 advice letter with their solicitation documents for their first DAC-GT and CSGT RFO within 60 days of issuance of the Resolution.”⁴ SDCP is also required to issue its first RFO within 60 days of the Energy Division staff’s approval of SDCP’s solicitation documents.⁵

SUMMARY OF SOLICITATION DOCUMENTS

SDCP hereby submits the following draft solicitation documents as attachments to this AL in support of SDCP’s DAC-GT and CSGT programs:

1. DAC-GT and CSGT Request for Offer (“RFO”) Protocol: The DAC-GT and CSGT RFO Protocol details the DAC-GT and CSGT program requirements to which SDCP and its suppliers must adhere, including project siting. For the CSGT program, the protocol also outlines Community Sponsor requirements. Additionally, the RFO Protocol details the various evaluation factors and selection criteria utilized by SDCP which include, in part, project performance and economics, environmental impacts, workforce development, and project location.
2. DAC-GT and CSGT Solar Generation Term Sheet: The DAC-GT and CSGT Generation Term Sheet details the key commercial terms and conditions to be included in a proposed power purchase agreement.
3. DAC-GT and CSGT Generation Offer Form: The DAC-GT and CSGT Generation offer form intends to capture the key elements of the project required for evaluation by SDCP.

² See D.18-06-027 at 104, OP 17.

³ *Id.*

⁴ Resolution E-5246 at 15, OP 3.

⁵ *Id.*

PROTESTS

Anyone wishing to protest this AL filing may do so by letter electronically which must be received no later than 20 days after the date of this AL filing. Protests should be mailed to:

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

Copies should also be mailed to the attention of the Deputy Executive Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this AL should be transmitted electronically to the attention of:

Stephen Gunther
Senior Regulatory Analyst
San Diego Community Power
PO Box 12716
San Diego, CA 92112
sgunther@sdcommunitypower.org

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

TIER DESIGNATION

Pursuant to General Order 96-B and Resolution E-5246, SDCP's Advice Letter is submitted with a Tier 2 designation.

EFFECTIVE DATE

SDCP requests that this Tier 2 AL become effective on June 19, 2023, which is 30 days from the date of this submission.

NOTICE

A copy of this AL is being served on the official Commission service list for R.14-07-002.

For changes to this service list, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

CONCLUSION

SDCP respectfully requests that the Commission approve SDCP's DAC-GT and CSGT solicitation materials.

/s/ Stephen Gunther

Stephen Gunther
Senior Regulatory Analyst
San Diego Community Power
PO Box 12716
San Diego, CA 92112
sgunther@sdcommunitypower.org

Dated: May 19, 2023

Copy (via e-mail): Service List – R.14-07-002
Tory Francisco, Energy Division (tory.francisco@cpuc.ca.gov)
Joshua Litwin, Energy Division (joshua.litwin@cpuc.ca.gov)



ATTACHMENT A:

SDCP DAC-GT and CSGT Request for Offer Protocol



REQUEST FOR OFFERS

No. 23-000

FOR

**DISADVANTAGED COMMUNITIES GREEN TARIFF (DAC-GT) AND
COMMUNITY SOLAR GREEN TARIFF (CSGT)**

Issue Date: MONTH DATE, YEAR

Proposal Submission Deadline: 5:00 p.m. PST, MONTH DATE, YEAR

SAN DIEGO COMMUNITY POWER

PO BOX 12716

San Diego, CA 92112



Request for Offer Overview

On June 21, 2018, the California Public Utilities Commission (CPUC) approved (D.)18-06-027 Alternate Decision Adopting Alternatives to Promote Solar Distributed Generation in Disadvantaged Communities adopting new programs to promote the installation of renewable generation among residential customers in disadvantaged communities (DAC) as directed by the California Legislature in Assembly Bill (AB) 327. 1 Pursuant to D.18-06-027, Community Choice Aggregators (CCAs) may develop and implement their own DAC Green Tariff (DAC-GT) and Community Solar Green Tariff (CSGT) programs.

San Diego Community Power (SDCP) is authorized to procure 15.78 MW its DAC-GT program and 4.38 MW for its CSGT program¹. Any Power Purchase Agreement (PPA) which results from this Request for Offers (RFO) will be subject to SDCP Board of Directors (Board) and CPUC approval. For those projects that receive SDCP Board of Directors approval and an executed PPA, SDCP will submit the executed PPA to the CPUC for approval within 180 days of bidder's receipt of shortlist notification.

Introduction

San Diego Community Power ("SDCP") is a Community Choice Aggregation program ("CCA") that commenced service in March 2021. Its membership is comprised of the following municipalities: the cities of Chula Vista, Encinitas, Imperial Beach, La Mesa, National City and San Diego as well as the unincorporated communities of the County of San Diego (the "Member Agencies"). Through this RFO, SDCP is requesting proposals for DAC-GT and CSGT eligible renewable energy projects.

By participating in this RFO, each respondent acknowledges that it has read, understands, and agrees to the terms and conditions set forth in these instructions. SDCP reserves the right to reject any offer that does not comply with the requirements described herein. Furthermore, SDCP may, in its sole discretion and without notice, modify, extend, suspend, or terminate this RFO without further obligation or liability to any respondent. This RFO does not constitute an offer to buy or create an obligation for SDCP to enter into an agreement with any party, and SDCP shall not be bound by the terms of any offer until SDCP has entered into a duly authorized and fully executed contract.

RFO Instructions

Standardized Response Template: All respondents must use the standardized offer workbook template provided by SDCP for the DAC-GT and CSGT RFO. SDCP has posted the Excel template on its website (<https://sdcommunitypower.org/resources/solicitations/>) and will require respondents to independently access and download the template for response preparation. An unmodified version of the template must be completed in its entirety based on instructions provided in the template. SDCP may update the RFO template from time to time, so respondents are encouraged to periodically visit the SDCP website to determine if any changes have been posted.

¹ See CPUC Resolution E-5246 at 10, Table 1.



Project Eligibility

Each respondent may propose one or more project offers conforming to the following eligibility requirements. Failure to meet all of the following project eligibility criteria may be grounds for proposal rejection:

- i. **i. Resource Location:** The point of physical interconnection for any project must be within the California Independent System Operator ("CAISO"). For DAC-GT the project must be physically located in and connecting electrically to a circuit, load, or substation within San Diego Gas & Electric's (SDG&E) service territory and located within an eligible DAC as further explained below. For CSGT the project must be located within 5 miles of the DAC census tracts in which subscribing SDCP customers reside, as further defined in the CSGT Eligible Locations requirements below.
- ii. **ii. Product:** Offers should include electric energy, Green Attributes/Renewable Energy Credits and Capacity Attributes, including Resource Adequacy (RA). Preference will be given to projects that already have Full Capacity Deliverability Status (FCDS) or commit to having FCDS by the proposed Commercial Operation Date (COD).
- iii. **iii. CEC Eligibility:** All proposed generating resources must be certified by the California Energy Commission ("CEC") as Eligible Renewable Energy Resources (or must receive CEC certification prior to the commencement of any energy deliveries proposed in the response template), as set forth in applicable sections of the California Public Utilities Code ("Code"), which may be amended or supplemented from time to time. Each respondent shall be responsible for certification of the proposed resource through the certification process administered by the CEC and shall be responsible for maintaining such certification throughout the contract term.
- iv. **iv. Generating Capacity:** DAC-GT eligible projects must be sized between 500 kilowatts ("kW") and a maximum 20 megawatts ("MW") AC. CSGT eligible projects have no minimum size ("kW") and a maximum three megawatts ("MW") AC. In the offer form, projects will be expected to provide expected 12x24 and 8760 generation profiles.
- vi. **vi. Initial Date of Delivery and Commercial Operation:** No sooner than January 1, 2025.
- vii. **vii. Term of Agreement:** Not less than ten (10) years, commencing on the Initial Date of Delivery; not more than twenty (20) years, commencing on the Initial Date of Delivery.
- viii. **viii. Proposed Pricing:** Respondents must include a single, fixed price for each MWh of electric energy delivered from the proposed resource, priced at the generator node. This energy price shall include the energy commodity, all Green Attributes/Renewable Energy Credits related thereto, and Capacity Attributes, including full RA value, as applicable. The pricing must be at or below the statewide CCA cost cap as provided by the CPUC's Energy Division Staff.

All pricing options shall remain unchanged throughout the entire contract term and shall not be adjusted by periodic escalators or time of delivery multipliers/factors.

Alternative pricing options may be proposed so long as the aforementioned pricing requirements have been satisfied.



ix. Point of Delivery: Per the requirements of the Proposed Pricing section, respondents must provide a proposal for the delivery of all electric energy at the generator node.

x. Scheduling Coordinator ("SC") Responsibilities: SDCP does not have a strong preference regarding the assignment of SC responsibilities and will evaluate proposals in which the Buyer or Seller provide such services.

xi. Minimum Development Progress: Documentation substantiating achievement of the following development milestones must be provided by the respondent for each eligible project: 1) evidence of site control or of an option contract to obtain site control; and 2) evidence that respondent has submitted a generator interconnection application to SDG&E (note that a Completed Phase I or equivalent study is a required eligibility criteria for PPA execution, but SDCP encourages submissions at earlier stages if Bidders would like feedback on project plans); provided, however, that if respondent has completed interconnection studies or executed an interconnection agreement, as applicable, respondent should provide copies of such materials, including applicable appendices. For generating resources that have FCDS, documentation confirming such status should also be included. Such documentation must be provided to SDCP at the time of response submittal.

xii. Project Financing Plan: Respondent shall describe its intended financing plan for each proposed project in sufficient detail for SDCP to effectively evaluate the financial viability of the project. To the extent that a respondent anticipates a joint project ownership structure, this structure shall be clearly articulated along with applicable ownership percentages attributable to each partner. Respondents should also indicate whether the project will utilize ITC or PTC incentives, and to what extent the pricing assumes ITC bonuses as provided by the Inflation Reduction Act (IRA). Supporting documentation and discussion shall be provided by each respondent, consistent with the informational requirements specified in the RFO response template.

xiii. Transfer of Environmental Attributes/Renewable Energy Certificates: As part of the proposed transaction associated with any renewable energy product, all Environmental Attributes/Renewable Energy Certificates must be created by and transferred to SDCP via the Western Renewable Energy Generation Information System ("WREGIS"), or its successor, without any additional costs or conditions to SDCP. Each respondent shall be independently responsible for registering its generating project(s) with WREGIS and for maintaining an active WREGIS account throughout the proposed term of agreement.

DAC-GT Project Eligibility

- ii. The Project must be a new solar, Renewable Portfolio Standard (RPS)-eligible, in-front-of-the-meter generating facility.
- iii. The Project must be physically located in and connecting electrically to a circuit, load, or substation within San Diego Gas & Electric's (SDG&E) service territory and located within an eligible DAC as further explained below.
- iv. Behind-the-meter projects, non-renewable technologies, and other complementary technologies, including energy storage, are not eligible.



- v. The Project must have an online date no earlier than January 1, 2025.
- vi. The Project must have a demonstrably viable path to successful interconnection with the relevant authority (California Independent System Operator (CAISO) or SDG&E).
- vii. The Project must comply with the California Air Resources Board's Voluntary Renewable Electricity Program.
- viii. The Project must be Green-e eligible.
- ix. The Project must qualify as a DAC-GT Project pursuant to [D.18-06-027](#), [D.18-10-007](#), and [Resolution E-4999](#).

CSGT Project Eligibility

CSGT Project must meet all the DAC-GT requirements above, with the following additional requirements:

- i. The Project must be located within 5 miles of the DAC census tracts in which subscribing SDCP customers reside, as further defined in the CSGT Eligible Locations requirements below; and
- ii. The Project must submit a letter of commitment from a non-profit community-based organization (CBO) or a local government entity or school that would serve as a sponsor for the CSGT project on behalf of DAC residents. See Appendix A, Community Sponsor Requirements for more detail.

SDCP may be able to support the identification and engagement of a qualifying Community Sponsor.

DAC Locational Requirements

The CPUC has defined an eligible DAC as census tracts that either: (1) score at or above the 75th percentile (i.e., scoring in the top 25 percent statewide) in the current California Environmental Protection Agency's (CalEPA) CalEnviroScreen 4.0 on a statewide basis, or (2) are one of the census tracts that score in the highest five percent of CalEnviroScreen's pollution burden, but that do not have an overall score.

The CalEPA has created an [online map](#) that displays the CalEnviroScreen results. There are multiple ways to identify DACs:

- 1. Via Data List (Spreadsheet). Visit the [CalEPA DAC website](#), download the List of Disadvantaged Communities Excel file, and filter the data set; or
- 2. Search by Address. On the CalEnviroScreen map, in the "Find address or place" field, input the address and determine the color coding alongside the map's Legend. DAC-GT projects can be sited in any DAC in PG&E service territory. CSGT projects must be sited per eligible locations noted below.

DAC-GT projects can be sited in any DAC in SDG&E service territory. CSGT projects must be sited per eligible locations noted below.

CSGT Locational Requirements

CSGT projects can be sited in any of the DACs in SDCP's service territory. However, the CalEPA website should be considered the official reference. The projects must be within 5 miles of participating customers who must also be residents of a designated DAC. Qualifying Neighborhoods in SDCP Service Territory. Given



Resolution E-5212's recognition of Federally recognized tribal lands are DACs, if these tribal governments become part of SDCP's unbundled service, outreach will include these additional areas.

SDCP's service area includes customers in the following neighborhoods:

Figure 1: Qualifying Neighborhoods in SDCP Service Territory.

Census Tract	Nearby City (To approximate location only)	Zip	California County
6073003601	San Diego	92113	San Diego
6073005000	San Diego	92113	San Diego
6073004900	San Diego	92113	San Diego
6073003902	San Diego	92113	San Diego
6073003901	San Diego	92113	San Diego
6073003404	San Diego	92102	San Diego
6073012501	Chula Vista	91910	San Diego
6073003403	San Diego	92102	San Diego
6073003603	San Diego	92113	San Diego
6073012502	Chula Vista	91910	San Diego
6073003501	San Diego	92113	San Diego
6073003301	San Diego	92113	San Diego
6073002712	San Diego	92105	San Diego
6073011700	National City	91950	San Diego
6073002502	San Diego	92105	San Diego
6073003502	San Diego	92113	San Diego
6073004800	San Diego	92102	San Diego
6073011601	National City	91950	San Diego
6073011801	National City	91950	San Diego
6073011602	National City	91950	San Diego
6073011802	National City	91950	San Diego
6073005100	San Diego	92113	San Diego
6073013205	Chula Vista	91911	San Diego
6073002402	San Diego	92105	San Diego
6073010013	San Diego	92173	San Diego
6073003303	San Diego	92113	San Diego
6073002501	San Diego	92105	San Diego
6073003602	San Diego	92113	San Diego
6073012402	Chula Vista	91910	San Diego
6073004000	San Diego	92102	San Diego
6073003001	San Diego	92114	San Diego
6073012600	Chula Vista	91910	San Diego



6073012102	National City	91950	San Diego
6073003305	San Diego	92113	San Diego
6073021900	National City	91950	San Diego
6073013307	Chula Vista	91911	San Diego
6073002202	San Diego	92105	San Diego
6073004700	San Diego	92102	San Diego
6073013103	Chula Vista	91911	San Diego
6073010111	San Diego	92173	San Diego
6073002711	San Diego	92105	San Diego
6073022000	National City	91950	San Diego
6073012700	Chula Vista	91910	San Diego
6073003304	San Diego	92102	San Diego

RFO Schedule*

This RFO will be administered in consideration of the following schedule:

[Note to CPUC: As we do not know when CPUC review and approval will be complete, timeline below is relative to the date of CPUC approval of solicitation documents.]

RFO Activity	Anticipated Date of Completion
DAC-GT and CSGT RFO launch	August 1, 2023
DAC-GT and CSGT webinar conference	August 2023
Deadline for Electronic Question Submittal	August 31, 2023, 5:00 P.M. PDT
Final Q&A addendum posted to RFO website	September 15, 2023
RFO Response Deadline	February 1, 2024, 5:00 P.M. PDT
Follow-up with RFO respondents, as necessary	February 2 through March 1, 2024
Supplier Notifications (Short-List Selection)	March 4, 2024
Evaluations of and negotiations with shortlisted Bidders, awards, and SDCP Board approval	March 5 through June 30, 2024 - to occur at duly noticed SDCP Board Meeting(s)
SDCP submits executed PPA(s) to CPUC for approval	July 2024 – to occur after SDCP’s Board approves the final contract(s)

*SDCP reserves the right to change the schedule of these events at any time for any reason.

Communications

All RFO documents, announcements, Q&As, and updates are available at the RFO website at San Diego Community Power’s [Solicitation webpage](#).

Submission and Posting of Q&A

Bidders are encouraged to submit questions concerning the RFO online using the online [Questions Submission Form](#) **[Web form address will be updated prior to issuance]**. Please submit questions as early as possible. When submitting questions, please specify which section of the RFO you are referencing and quote the language that prompted the question. Questions may address issues or concerns that the Disadvantaged Communities and Community Solar Green Tariff



evaluation criteria and/or business requirements would unfairly disadvantage the Bidder or, due to unclear instructions, may result in SDCP not receiving the best possible responses from Bidder. All questions will be posted anonymously to shield the identity of Bidders who posed the questions.

SDCP reserves the right to group similar questions when providing answers.

Bid Submittal

Offers must include the required documents described below. All proposals must meet the requirements of the RFO to be considered. However, SDCP reserves the right to waive any deficiency of an offer and to evaluate non-conforming offers.

Bid Requirements

SDCP will only consider complete offers that conform to the product-specific requirements outlined in **Appendix A**. Offers must include all of the following components with sufficient detail to support SDCP's evaluative process.

A complete offer package must include the following Attachments:

- i. Completed Offer Form including all three tabs (RFO Offer Workbook, 12x24 Profile, 8760 Profile)
- ii. Supporting Documents to Offer Form as applicable, including but not limited to:
 - a. Financing Plan
 - b. Financial Statements
 - c. Organizational Chart
 - d. Interconnection Study or Interconnection Application
 - e. Project Development Timeline
 - f. Permitting, Use and Zoning
 - g. Site Plan
 - h. Single Line Diagram
- iii. Sponsor Letter of Support (CS-GT only) (See Appendix B)

SDCP encourages Green Tariff respondents to emphasize quality as opposed to quantity when considering the submittal of multiple responses.

Selection and Public Disclosure

Contracts with projects selected by San Diego Community Power must be approved by the San Diego Community Power Board of Directors at a public meeting prior to execution. Contracts approved by the



San Diego Community Power Board of Directors must then be submitted to the CPUC for approval. Contracts shall only become effective on CPUC approval.

Evaluation of Responses

SDCP will evaluate responses against a common set of criteria that will include various factors, which include:

1. Price and relative value within SDCP's supply portfolio;
2. Project location and benefits to the local economy and workforce;
3. Potential economic benefits created within communities with high levels of poverty and unemployment;
4. Project development status, including but not limited to progress toward interconnection, deliverability, siting, zoning, site control, permitting, and financing requirements;
5. Community outreach and any community benefits (which could include, but is not limited to, additional societal, health, economic, water-saving, or environmental benefits beyond the climate and GHG reduction benefits of renewable energy);
6. Qualifications, experience developing projects in California and/or with CCAs, financial stability, and structure of the prospective project team (including its ownership);
7. Environmental impacts and related mitigation requirements, including impacts to air pollution within communities that have been disproportionately impacted by the existing generating fleet;
8. Potential impacts to grid reliability;
9. Interconnection status, including queue position, full deliverability of Resource Adequacy capacity, and related study completion, if applicable. Please note that a Completed Phase I or equivalent study is a required eligibility criteria for PPA execution, but SDCP encourages submissions at earlier stages if Bidders would like feedback on project plans.
10. Level of acceptance of SDCP's standard contract terms; and
11. Development milestone schedule, if applicable.

SDCP has also adopted an Inclusive and Sustainable Workforce Policy, which considers impacts to the local economy and workforce. Consistent with this policy, SDCP will specifically consider "the employment growth associated with the construction and operation of eligible renewable energy resources."² More specifically, SDCP will complete a qualitative assessment of the extent to which proposed project development activities will support this goal. Such determinations will be based on information provided by the prospective supplier and SDCP's independent assessment of such information. With this in mind, each respondent should provide sufficient information/data to facilitate SDCP's assessment of this important consideration. Examples of pertinent information/data include the expected number of hires,

² See *Inclusive and Sustainable Workforce Policy*, adopted January 28, 2021, available at https://sdcommunitypower.org/wp-content/uploads/2020/12/Board-Packet_1.28.21_v3.pdf



duration of hire, and an indication of whether the respondent has entered into Project Labor Agreement or Maintenance Labor Agreement in California for the proposed project.

Pursuant to Public Utilities Code section 399.13(a)(8)(A), SDCP will also exhibit preference for “renewable energy projects that provide environmental and economic benefits to communities afflicted with poverty or high unemployment, or that suffer from high emission levels of toxic air contaminants, criteria air pollutants, and greenhouse gases.”³ To assist SDCP in assessing such benefits, each respondent should address the following questions in its proposal: is the proposed facility located (or will it be located) in a community afflicted with poverty or high unemployment or one that suffers from high emission levels? If so, describe how the facility can provide the following benefits to adjacent communities:

- Projected hires from adjacent community (number and type of jobs);
- Duration of work (during construction and operation phases);
- Projected direct and indirect economic benefits to the local economy (i.e., payroll, taxes, services);
- Emissions reduction – identify existing generation sources by fuel source within 6 miles of proposed facility and indicate whether the proposed facility will replace/supplant the identified generation sources;
- To the extent that the proposed generating facility is expected to replace/supplant an existing generating facility, the prospective supplier will be asked to quantify the associated emission impacts of this transition;
- Demonstration of community outreach; and
- Additional co-benefits not listed above, if any.

Contracting, Exclusivity Agreement and Offer Deposit

SDCP plans to negotiate a single form of Power Purchase Agreement (“PPA”) with each of the short-listed suppliers. As part of the short-list notification process, SDCP will provide each of the short-listed suppliers with a draft PPA. Contract negotiations will proceed thereafter. A pro-forma term sheet has been posted along with this RFO announcement so that respondents can review prior to completing the response form. After short-list notifications, SDCP expects to receive comments and redlines on the term sheet from the short-listed suppliers.

As part of the short-listing process, SDCP will require all short-listed offerors to execute the pro-forma term sheet posted with this RFO announcement, enter into an exclusivity agreement (of no less than 90 days in duration), and post an offer deposit. Posting of the required offer deposit is due seven (7) business days from execution of the exclusivity agreement. SDCP will accept offer deposits in the form of cash or an

³ Cal. Pub. Util. Code § 399.13(a)(8)(A) (“In soliciting and procuring eligible renewable energy resources for California-based projects, each electrical corporation shall give preference to renewable energy projects that provide environmental and economic benefits to communities afflicted with poverty or high unemployment, or that suffer from high emission levels of toxic air contaminants, criteria air pollutants, and greenhouse gases.”).



agreed upon form of a Letter of Credit. Letter of Credit means an irrevocable standby letter of credit, in a form reasonably acceptable to SDCP, issued either by (i) a U.S. commercial bank, or (ii) a U.S. branch of a foreign commercial bank that meets the following conditions: (A) it has sufficient assets in the U.S. as determined by SDCP, and (B) it is acceptable to SDCP in its sole discretion. The issuing bank must have a credit rating of at least A- from S&P or A3 from Moody's, with a stable outlook designation. All costs of the Letter of Credit shall be borne by the short-listed respondent.

Once a term sheet and exclusivity agreement are signed, SDCP will provide each of the short-listed suppliers with a draft PPA. PPA contract negotiations will proceed thereafter.

Confidentiality

All correspondence with SDCP, including responses to this RFO, will become the exclusive property of SDCP and will become public record under the California Public Records Act (Cal. Government Code section 6250, et seq.). All documents sent by respondents to SDCP may be subject to disclosure, unless exempt under the California Public Records Act.

To designate information as confidential, the respondent must clearly stamp and identify any designated portion(s) of the response material with the word "Confidential" and provide a citation to the California Public Records Act supporting confidential treatment of such information. Respondents should be judicious in designating material as confidential. Over-designation would include stamping/designating entire pages, series of pages and/or entire sections as confidential when such material does not require confidential treatment.

Therefore, any proposal which contains language purporting to render all or significant portions of the proposal as "Confidential", "Trade Secret", "Proprietary", or which fails to provide the noted exemption citation (related to the California Public Records Act) may be considered a public record in its entirety subject to the procedures described below. As such, do not mark your entire proposal as "Confidential".

If required by any law, statute, ordinance, a court, governmental authority or agency having jurisdiction over SDCP, including the California Public Records Act, SDCP may release confidential information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation. In the event SDCP is required to release confidential information, it shall notify the respondent of the required disclosure, such that the respondent may attempt (if it so chooses), at its sole cost, to cause the recipient of the confidential information to treat such information in a confidential manner, and to prevent such information from being disclosed or otherwise become part of the public domain.

SDCP does not intend to disclose any part of any proposal before it announces a recommendation for award, based on the understanding that there is a substantial public interest in not disclosing proposals during the evaluation or negotiation process.

APPENDIX A

Appendix A

Offer Requirements and Required Submission Documents for DAC-GT and CS-GT

Offer Requirements by Green Tariff Program

	DAC-GT	CSGT
Applicable PPA Contract	SDCP DAC-GT Contract	SDCP CSGT Contract
Technology	Solar PV (no storage); Must be a commercially proven technology.	
Project Size	0.5 – 20 MWAC	No minimum – 3 MWAC
Location	<p>A conforming Project must meet the following location requirements:</p> <ol style="list-style-type: none"> 1. The entire Project site must be located in SDG&E's electric service area. 2. The entire Project must be located within an eligible census tract(s) as described below: <ol style="list-style-type: none"> a) Census tracts with a score at or above the 75th percentile (i.e. scoring in the top 25% statewide) using the CalEnviroScreen Tool on a statewide basis; or b) Census tracts that score in the highest 5 percent of CalEnviroScreen's Pollution Burden but that do not have an overall score. <p>Behind-the-meter projects are ineligible.</p>	<p>A conforming Project must meet the following location requirements:</p> <ol style="list-style-type: none"> 1. The entire Project site must be located in SDCP's electric service area. 2. The entire Project must be located within an eligible census tract(s) as described below: <ol style="list-style-type: none"> a) Census tracts with a score at or above the 75th percentile (i.e. scoring in the top 25% statewide) using the CalEnviroScreen Tool on a statewide basis; or b) Census tracts that score in the highest 5 percent of CalEnviroScreen's Pollution Burden but that do not have an overall score. c) The Project location must be deemed, to SDCP's reasonable satisfaction, to have sufficient eligible customers within the qualifying customer location requirements, being that an eligible customer must be located in a DAC that's within 5 miles of the project <p><i>Priorities (not requirements)</i></p> <p>Per D.18-06-07, SDCP will prioritize:</p> <ol style="list-style-type: none"> a) Projects that are located in the top 5% census tracts of DACs per CalEnviroScreen; and/or b) Projects that leverage other government funding such as a state Community Services Department (CSD) grants or projects that provide evidence of support from programs such as Transformative Climate



	DAC-GT	CSGT
		Communities or other local climate initiatives; and/or c) Job training and workforce development factors to enable creation of local job opportunities for low-income communities and diverse business enterprises.
Renewables Portfolio Standard ("RPS") Eligibility	Project must be CEC pre-certified and qualify as RPS-eligible per the CEC RPS eligibility guidebook. Project must qualify as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12.	
Product	1. Energy 2. Capacity 3. PCC1 Renewable Energy Credit	
Development Status	New-build only	
Price	A single, fixed price that remains constant throughout the entire delivery term and is not adjusted by periodic escalators or time of delivery factors.	
Term	10-, 15-, or 20-year. 20-year bid is required.	
COD	12/31/25 or later. Delivery day must be the beginning of the month.	
Other Offtake Agreements	Project may not have any other offtake agreements with additional Buyers.	
Delivery Point	SP-15 trading hub (preferred) and/or project pNode	
Deliverability	In order of preference: 1. Full Capacity Deliverability Status (FCDS) 2. Partial Capacity Deliverability Status (PCDS) 3. Energy-only	
Scheduling Coordinator	SDCP does not have a strong preference regarding the assignment of SC responsibilities and will evaluate proposals in which the Buyer or Seller provide such services.	
Security Requirements	Development (Pre-COD): \$90/kW Performance (Post-COD): \$60/kW	
	DAC-GT	CSGT
Interconnection Study	Completed Phase I or equivalent study	
Site Control	Full site control via ownership, lease or an option to lease or own. Lease term must be greater than or equal to PPA term offer.	
Green-E® Certification	Facilities must be certified and in compliance with the Green-e® Energy National Standard. Projects that are awarded a PPA must provide a Green-e Energy Tracking Attestation prior to achieving commercial operation and updates as required.	
California Air Resources Board ("CARB") Voluntary Renewable Energy Program	Project must comply with the requirements of CARB's Voluntary Renewable Electricity Program and Seller shall provide SDCP with all documents necessary to enable SDCP to retire greenhouse gas allowances on behalf of Customers in compliance with the Voluntary Renewable Electricity Program.	
Community Sponsor	N/A	Community sponsorship of the project by a Community-based Organization ("CBO") or local government entity on behalf of

	DAC-GT	CSGT
		<p>residents is required to be eligible to participate in CS-GT. Local government entities include schools. The sponsor's role is to work with the project developer to encourage program participation in the community. Sponsors are also required to include job training and workforce development in their efforts to benefit the local communities.</p> <p>SDCP will provide support to local CBOs and Bidders to identify potential CS project sites and sponsors. More information can be found on the RFO website. See Appendix B for more details on the Community Sponsor requirement.</p>
Permission to Operate ("PTO")	N/A	25% percent of each project's capacity must be subscribed by eligible low-income customers prior to PTO being issued.
Workforce Development	<p>SDCP has also adopted an Inclusive and Sustainable Workforce Policy⁴, which considers impacts to the local economy and workforce. Consistent with this policy, SDCP will specifically consider "the employment growth associated with the construction and operation of eligible renewable energy resources." More specifically, SDCP will complete a qualitative assessment of the extent to which proposed project development activities will support this goal. Such determinations will be based on information provided by the prospective supplier and SDCP's independent assessment of such information. With this in mind, each respondent should provide sufficient information/data to facilitate SDCP's assessment of this important consideration. Examples of pertinent information/data include the expected number of hires, duration of hire, and an indication of whether the respondent has entered into Project Labor Agreement or Maintenance Labor Agreement in California for the proposed project.</p>	

⁴ See *Inclusive and Sustainable Workforce Policy*, adopted January 28, 2021, available at https://sdcommunitypower.org/wp-content/uploads/2020/12/Board-Packet_1.28.21_v3.pdf



Submission Requirements by Green Tariff Program

	DAC-GT	CSGT
Offer Form Template	A completed offer form with the applicable sections completed for DAC-GT.	A completed offer form with the applicable sections completed for CS-GT.
Supporting Documents to Offer Form as applicable, including but not limited to:		
Financing Plan	An explanation of the Bidder's financial capabilities and plans to finance and provide credit support for the project included in the offer. Please include any other financial information that would be necessary for SDCP's evaluation. Also, include any assumptions pertaining to tax credits, Inflation Reduction Act incentives, or other as relevant to proposed pricing.	
Financial Statements	Two years of audited financial statements for the Bidder or Bidder's financial guarantor.	
Organizational Chart	A profile of Bidder's organization and its ownership structure, including direct ownership and ultimate parent company. This should be in the form of a diagram	
Latest Interconnection Document	The latest interconnection document, which may be one of the following: <ul style="list-style-type: none"> i. Fast Track Review report demonstrating the Project has "passed" the respective Fast Track screens or that the Project may otherwise be interconnected consistent with safety, reliability, and power quality standards; ii. Completed System Impact Study or Facilities Study; iii. Completed Phase I Interconnection Study; iv. Completed Phase II Interconnection Study; or 1. v. A signed Generator Interconnection Agreement 	
Project Development Timeline	A GANTT chart schedule detailing the timing and progress of key project milestones , including but not limited to: <ul style="list-style-type: none"> i. Interconnection milestones ii. Procurement orders and lead times iii. Permitting milestones iv. Design and Engineering, including SDCP reviews v. Construction start, substantial completion, and COD 	
Permitting, Land Use and Zoning	A description of the environmental compliance and zoning requirements and all regulatory permits, licenses or approvals required for the resource to supply renewable power. Describe any correspondence to date with AHJ.	
Map/ Site Plan	A to-scale Site Map of the generating resource showing the arrangement of all major components of the facility with the name of the facility, census tract, outer boundaries, major cross streets, nameplate capacity, longitude and latitude of the centroid of the generating resource clearly labeled. Please also include all Assessor Parcel Numbers included in and adjacent to the facility and any environmentally sensitive areas.	
Single Line Diagram	A Single Line Diagram that includes the generating resource's point of interconnection to the electric transmission or distribution system.	



Sponsoring Letter of Commitment (Appendix B)	N/A	A letter of commitment from a qualifying sponsor(s) is required. See Appendix B for additional information.
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APPENDIX B



Appendix B

Sponsor Letter of Support Requirements

Bidders must submit a letter of commitment from a non-profit CBO or a local government entity or school that would serve as a sponsor for the CS-GT project on behalf of the residents that are located in, or within five miles, a DAC within SDCP's service area for the offered project. At a minimum, this letter must contain:

1. Demonstration of substantial interest of community members in subscribing to Project;
2. Estimated number of subscribers, with justification to ensure Project is sized to likely demand;
3. A preliminary plan to conduct outreach and recruit subscribers (which may be conducted in conjunction with the developer and/or SDCP); and
4. Siting preferences, including community-suggested host sites, and verification that the site chosen for the bid is consistent with community preference.

ATTACHMENT B:

SDCP DAC-GT and CSGT Solar Generation Term Sheet

**TERM SHEET
FOR
DISADVANTAGED COMMUNITIES GREEN TARIFF PROGRAM &
COMMUNITY SOLAR GREEN TARIFF PROGRAM
SOLAR GENERATION**

THIS TERM SHEET FOR RENEWABLE GENERATION (“**Term Sheet**”) is entered into as of [____], 2023 (the “**Effective Date**”), between San Diego Community Power (“**SDCP**”) and [Respondent] (“**Respondent**”). This Term Sheet is intended to set forth the key commercial terms and conditions to be included in a proposed agreement for the purchase and sale of renewable energy product (each such agreement, a “**PPA**”) to be negotiated between SDGP (“**Buyer**”) and [e.g., Project Company LLC] (“**Seller**”) (the “**Proposed Transaction**”). As used herein, Buyer and Seller are each a “**Party**” and collectively the “**Parties**.” Notwithstanding anything herein to the contrary, until a definitive agreement is fully negotiated and all applicable approvals have been received for each Party, no Party shall have any legal obligations, expressed or implied, or arising in any other manner under this Term Sheet to continue negotiations or enter into the Proposed Transaction or the PPA.

Please note, the following Term Sheet presumes resources within the CAISO market for projects with Full Capacity Deliverability Status (FCDS) and does not account for Seller as scheduling coordinator. Such terms to be negotiated upon shortlisting.

1. Terms and Conditions.

Description of Facility:	<p>A [] MW solar photovoltaic (PV) facility located in [] County, in the State of [].</p> <p>The Facility is located in a disadvantaged community (“DAC”) [for DAC-GT: within SDG&E’s distribution service territory] [for CSGT: within five (5) miles of the participating customers’ DAC census tract located in SDGP’s service territory].</p>
Product	<p>The “Product” shall meet the Portfolio Content Category 1 specifications, and includes all of the following:</p> <ul style="list-style-type: none"> (1) Facility Energy; (2) Environmental Attributes: All renewable energy credits (“RECs”) and any other environmental attributes associated with Facility Energy; (3) Capacity Attributes: All capacity rights, including resource adequacy benefits, if any, associated with the Facility; and (4) Ancillary Services: All ancillary services, products and other attributes, if any, that may be obtained from the Facility. <p>Specifications for Portfolio Content Category 1 are described in California Public Utilities Code §399.16, California Public Utilities Commission Decision 11-12-052, and other applicable statutes, regulations, and regulatory orders.</p>
Contract Price for Product:	<p>Renewable Rate:</p> <p>□\$[]/MWh for all Contract Years.</p>

Settlement Point:	The Settlement Point shall be [Facility PNode].
Delivery Term:	[10 / 15 / 20] Contract Years.
Guaranteed Capacity:	Guaranteed Capacity of the PV Facility is [] MW _{AC} .
RA Guarantee Date:	“ RA Guarantee Date ” means Commercial Operation Date.
Capacity Area:	[CAISO System, Sierra, Stockton, LA Basin, SD-IV, etc.]
Deliverability:	The Facility will have Full Capacity Deliverability Status by the Commercial Operation Date.
Scheduling Coordinator:	Buyer or Buyer’s agent shall act as Scheduling Coordinator (as defined by the CAISO) or “SC” for the Facility.
Interconnection Point:	The Facility shall interconnect to [e.g., XX substation] (the “ Interconnection Point ”). Seller shall be responsible for all costs of interconnecting the Facility to the Interconnection Point.
Facility Development Milestones:	<ul style="list-style-type: none"> • [mm/dd/yyyy] – Evidence of site control • [mm/dd/yyyy] – CEC Pre-Certification Obtained • [mm/dd/yyyy] – Seller’s receipt of Phase I or equivalent interconnection study results • [mm/dd/yyyy] – Execute Interconnection Agreement • [mm/dd/yyyy] – Financial close • [mm/dd/yyyy] – Procure major equipment • [mm/dd/yyyy] – Obtain federal and state discretionary permits • [mm/dd/yyyy] – Expected/Guaranteed Construction Start Date • [mm/dd/yyyy] – Obtain Full Capacity Deliverability Status • [mm/dd/yyyy] – Expected/Guaranteed Commercial Operation Date
Commercial Operation Date (“COD”):	<p>The COD shall be the date when each of the following requirements have been met to Buyer’s reasonable satisfaction, including Seller providing certificates from an independent engineer to Buyer with respect to installation commissioning, and performance testing of the Guaranteed Capacity:</p> <ul style="list-style-type: none"> (i) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO shall have been executed; (ii) An Interconnection Agreement between Seller and the PTO shall have been executed; (iii) All applicable regulatory authorizations, approvals and permits for operation of the Facility have been obtained (or if not obtained, applied for and reasonably expected to be received within ninety

	<p>(90) days) and all conditions thereof that are capable of being satisfied on the Commercial Operation Date;</p> <ul style="list-style-type: none"> (iv) Seller has obtained Full Capacity Deliverability Status; (v) Seller has received CEC Precertification of the Facility (and reasonably expects to receive final CEC Certification and Verification for the Facility in no more than one hundred eighty (180) days from the Commercial Operation Date); (vi) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation; (vii) The Facility has successfully completed all testing required by Prudent Operating Practice or any requirement of Law to operate the Facility; (viii) Green-E certification Attestation delivered; (ix) Insurance requirements for the Facility have been met; (x) Seller has delivered the Performance Security to Buyer; and (xi) Seller has paid Buyer for all amounts owing under this Agreement, if any, including Construction Delay Damages and COD Delay Damages. <p>Seller shall provide notice of expected COD to Buyer in writing no less than sixty (60) days in advance of such date. Seller shall notify Buyer in writing when Seller believes that it has provided the required documentation to Buyer and met the conditions for achieving COD.</p>
Guaranteed Construction Start Date:	<p>The “Guaranteed Construction Start Date” means the following date of [REDACTED], subject to extensions on a day-for-day basis due to Force Majeure or delays caused by transmission provider (e.g., the CAISO) or transmission owner that are outside of the reasonable control of Seller. Such day-for-day extensions, including for Force Majeure, shall be no longer than one-hundred twenty (120) days on a cumulative basis. For clarity, these permitted extensions (the “Development Cure Period”) extend both the Guaranteed Construction Start Date and the Guaranteed COD simultaneously.</p> <p>Seller shall have the option to pay daily delay damages to Buyer in advance (the “Construction Delay Damages”) to extend the Guaranteed Construction Start Date by up to one-hundred twenty (120) days. Construction Delay Damages shall equal the amount of the Development Security divided by one-hundred twenty (120). The Construction Delay Damages shall be refundable to Seller if, and only if, Seller achieves COD on or before the Guaranteed COD.</p> <p>Failure to achieve Construction Start on or before the Guaranteed Construction Start Date, as such date may be extended by a Development Cure Period or payment of Construction Delay Damages, shall constitute an Event of Default, and Buyer shall have the right, in its sole discretion, to terminate the PPA and retain the Development Security.</p>

Guaranteed Commercial Operation Date (Guaranteed COD):	<p>“Guaranteed Commercial Operation Date” or “Guaranteed COD” means the following date of [REDACTED], subject to extensions on a day-for-day basis under the Development Cure Period.</p> <p>Seller shall have the option to pay daily delay damages to Buyer in advance (the “COD Delay Damages”) to extend the Guaranteed Commercial Operation Date by up to sixty (60) days. COD Delay Damages shall equal the amount of the Development Security divided by sixty (60).</p> <p>Failure to achieve COD on or before the Guaranteed COD, as such date may be extended by a Development Cure Period or payment of COD Delay Damages, shall constitute an Event of Default, and Buyer shall have the right, in its sole discretion, to terminate the PPA and retain the Development Security.</p>
Environmental Attributes:	<p>Buyer shall be entitled to renewable energy credits (“RECs”) and any other environmental attributes associated with Generating Facility Energy. Seller shall transfer RECs associated with the generation from the Facility for each month via WREGIS pursuant to the timelines in the WREGIS Operating Rules.</p> <p>Each party shall be responsible for setting up an account with WREGIS.</p>
Green-E Certification:	<p>Seller shall submit a Green-e® Energy Tracking Attestation Form (“Attestation”) to the Center for Resource Solutions, or its successor (“CRS”) for all renewable energy delivered under the PPA. The Attestation shall be submitted in accordance with the requirements of CRS and shall be submitted both prior to COD and within sixty (60) days of the last day of the month in which the energy from the Project was generated.</p>
Seller Security Requirements:	<p>Seller shall post security as follows:</p> <p>“Development Security” – \$90/kW multiplied by the Guaranteed Capacity</p> <p>“Performance Security” – \$60/kW multiplied by the Guaranteed Capacity</p> <p>Seller shall deliver the Development Security to Buyer within thirty (30) days of the Effective Date. Development Security shall be in the form of cash or a Letter of Credit.</p> <p>Within five (5) Business Days following any draw by Buyer on the Development Security, Seller shall replenish the amount drawn such that the security is restored to the applicable amount.</p> <p>Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date.</p> <p>Within five (5) Business Days following any draw by Buyer on the Performance Security, Seller shall replenish the amount drawn such that the security is restored to the applicable amount.</p>
Expected Energy:	<p>“Expected Energy” means [REDACTED] MWh during the first Contract Year and for each subsequent Contract Year thereafter during the Delivery Term, subject to [REDACTED]% degradation per Contract Year.</p>

<p>Guaranteed Energy Production:</p>	<p>Seller shall deliver to Buyer no less than the Guaranteed Energy Production in each Performance Measurement Period.</p> <p>The “<u>Guaranteed Energy Production</u>” means an amount of Generating Facility Energy, as measured in MWh, equal to the total Expected Energy for the applicable Performance Measurement Period multiplied by 85%.</p> <p>The “<u>Performance Measurement Period</u>” shall be each two (2) consecutive Contract Year period during the Delivery Term, calculated on a rolling basis.</p> <p>For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer (i) any Deemed Delivered Energy and (ii) Lost Output (the “<u>Adjusted Energy Production</u>”).</p> <p>If Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:</p> $[(A - B) * (C - D)]$ <p>where:</p> <p>A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh</p> <p>B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh</p> <p>C = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) for the Delivery Point, plus (b) the lesser of (x) \$50.00/MWh and (y) the market value of Replacement Green Attributes as reasonably determined by Buyer.</p> <p>D = the Renewable Rate for the Contract Year which ends each Performance Measurement Period, in \$/MWh</p> <p>“<u>Adjusted Energy Production</u>” shall mean the sum of the following: Generating Facility Energy + Deemed Delivered Energy + Lost Output provided with respect to such Performance Measurement Period.</p> <p>“<u>Lost Output</u>” means Generating Facility Energy in the amount Seller could reasonably have delivered to Buyer at the Delivery Point but was prevented from delivering to Buyer at the Delivery Point during Force Majeure Events, System Emergencies, and Curtailment Periods.</p> <p>“<u>Replacement Green Attributes</u>” means Renewable Energy Credits that are Portfolio Content Category 1 (PCC1) and of the same type of resource (e.g., wind, solar, etc.) as the Renewable Energy Credits that would have been generated by the Facility.</p> <p>No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number. In no event will Buyer owe any payment to Seller pursuant to this Exhibit G.</p>
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<p>RA Failure:</p>	<p>Commencing on the Commercial Operation Date, for each RA Shortfall Month, Seller shall pay to Buyer an amount (the “RA Deficiency Amount”) equal to the product of (i) the difference, expressed in kW, of (A) the Guaranteed RA Amount for such Showing Month, minus (B) the lowest amount of Net Qualifying Capacity able to be included on the Supply Plan as RAR and, if applicable, Local RAR from the Facility by both the CPUC and CAISO for such Showing Month (such difference, the “RA Shortfall”), multiplied by (ii) the sum of (1) the CPUC System RA Penalty and (2) the CPM Soft Offer Cap as listed in Section 43A.4.1.1 of the CAISO Tariff (or its successor); provided that Seller may, as an alternative to paying RA Deficiency Amounts, provide Replacement RA in amounts up to the RA Shortfall, provided that any Replacement RA capacity is communicated by Seller to Buyer with Replacement RA product information in a written notice to Buyer at least seventy-five (75) days before the deadline (as established by CAISO or any other Governmental Authority) that Buyer must meet to submit its Resource Adequacy Plan for the applicable Showing Month for the purpose of monthly RA reporting.</p>
<p>Compensation</p>	<p>(a) <u>Renewable Rate</u>. Buyer shall pay Seller the Renewable Rate for each MWh of Generating Facility Energy, plus Deemed Delivered Energy, if any, up to one hundred five percent (105%) of the Expected Energy for each Contract Year.</p> <p>(b) <u>Excess Contract Year Deliveries Over 105%</u>. If, at any point in any Contract Year, the amount of Generating Facility Energy plus the amount of Deemed Delivered Energy above the Curtailment Cap exceeds one hundred and five percent (105%) of the Expected Energy for such Contract Year, the price to be paid for additional Generating Facility Energy or Deemed Delivered Energy shall be equal to the lesser of (a) the Delivery Point LMP for the Real Time Market for the applicable Settlement Interval, but not less than \$0.00/MWh, or (b) fifty percent (50%) of the Renewable Rate.</p> <p>(c) <u>Excess Settlement Interval Deliveries</u>. If during any Settlement Interval, Seller delivers Product amounts, as measured by the amount of Generating Facility Energy, in excess of the product of the Installed PV Capacity and the duration of the Settlement Interval, expressed in hours (“Excess MWh”), then the price applicable to all such excess MWh in such Settlement Interval shall be zero dollars (\$0), and if there is a Negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the absolute value of the Negative LMP times such excess MWh (“Negative LMP Costs”).</p> <p>(d) <u>Curtailment Payments</u>. Seller shall receive no compensation from Buyer for (i) Generating Facility Energy or Deemed Delivered Energy during any Curtailment Period and (ii) Deemed Delivered Energy in amounts below the Curtailment Cap. Buyer shall pay for Deemed Delivered Energy above the Curtailment Cap at the Renewable Rate. The “Curtailment Cap” equals the Expected Energy per Contract Year, in MWh, equal to fifty (50) hours multiplied by the Guaranteed Capacity.</p>

	<p><u>“Deemed Delivered Energy”</u> means the amount of Generating Facility Energy, expressed in MWh, in excess of the Curtailment Cap that the Generating Facility would have produced and delivered to the Delivery Point, but that is not produced by the Generating Facility during a Buyer Curtailment Period, which amount shall be calculated using the CAISO VER forecast or an industry-standard methodology agreed to by Buyer and Seller that utilizes meteorological conditions on Site as input for the period of time during such Buyer Curtailment Period, less the amount of Generating Facility Energy delivered to the Delivery Point during the Buyer Curtailment Period (or other relevant period); provided that, if the applicable difference is negative, the Deemed Delivered Energy shall be zero (0).</p> <p><u>“Buyer Curtailment Order”</u> means the instruction from Buyer to Seller to reduce Generating Facility Energy from the Generating Facility by the amount, and for the period of time set forth in such instruction, for reasons unrelated to a Planned Outage, Forced Facility Outage, Force Majeure Event or Curtailment Order.</p> <p><u>“Buyer Curtailment Period”</u> means the period of time, as measured using current Settlement Intervals, during which Seller reduces Generating Facility Energy from the Generating Facility pursuant to or as a result of (a) Buyer Bid Curtailment (as defined in the PPA) or (b) a Buyer Curtailment Order; provided, that the duration of any Buyer Curtailment Period shall be inclusive of the time required for the Generating Facility to ramp down and ramp up.</p> <p>(e) <u>PTC Amount.</u> If applicable for new eligible PTC resources, during the period (not to exceed a total of one hundred twenty (120) consecutive months) in which Seller is receiving PTCs, Buyer shall pay the PTC Amount for Deemed Delivered Energy above the Curtailment Cap until the sum of Delivered Energy plus the amount of Deemed Delivered Energy above the Curtailment Cap exceeds one hundred percent (100%) of the Expected Energy for such Contract Year.</p>
Invoicing:	<p>Seller shall provide statement of amounts due within ten (10) days after the end of the prior monthly delivery period.</p> <p>Payment for undisputed amounts shall be due to the applicable party thirty (30) days from the later of receipt of the invoice or the end of the prior monthly delivery period, with disputed payments subject to the Dispute Resolution process described below.</p>
Costs:	<p>Buyer (as Scheduling Coordinator for the Facility) shall be responsible for CAISO costs (including penalties, Imbalance Energy costs, and other charges) and shall be entitled to all CAISO revenues (including credits, Imbalance Energy revenues, and other payments), including revenues associated with CAISO dispatches, bid cost recovery, Inter-SC Trade credits, or other credits in respect of the Product Scheduled or delivered from the Facility. All other third party costs and charges (including the cost of registering the REC's and other attributes) shall be the responsibility of Seller.</p>

	except as addressed herein in the sections titled “Environmental Attributes,” and “Additional Products,” and subject to Change in Law.
Operations & Maintenance:	<p>Seller shall develop written operating procedures for the Facility before the applicable initial delivery date which shall set forth the protocol under which the Parties shall perform their respective obligations under the PPA. During the Term, each Facility shall be operated and maintained by Seller or its designee in accordance with those practices, methods, and acts that are commonly used by a significant portion of the renewable electric generation industry.</p> <p>Subject to providing Buyer one-hundred twenty (120) days prior Notice, Seller shall schedule all Planned Outages within the time period determined by the CAISO for the Facility as a Resource Adequacy Resource that is subject to the Availability Standards, to qualify for an “Approved Maintenance Outage” under the CAISO Tariff, and Seller shall reimburse Buyer for any cost Buyer incurs in connection therewith (including the cost of any replacement Capacity Attributes as required by the CAISO).</p> <p>During the five-month period from June 1 to October 31 during the Delivery Term, Seller shall not schedule any non-emergency maintenance that reduces the energy generation capability of the Facility, unless (i) such outage is required to avoid an emergency or damage to the Facility or its Interconnection Facilities, (ii) such maintenance is necessary to maintain equipment warranties or is otherwise required by the equipment manufacturer and cannot be scheduled outside the months of June to October, (iii) such outage is in connection with Force Majeure events, (iv) such outage is required by law, or the requirements of CAISO or the interconnecting utility and/or each other applicable Governmental Authority, or (v) the Parties agree otherwise in writing.</p>
Compliance Expenditure Cap:	<p>If a change in law occurring after the Effective Date increases Seller’s known or reasonably expected costs and expenses to comply with Seller’s obligations under the PPA with respect to obtaining, maintaining, conveying or effectuating Buyer’s use of Environmental Attributes or Capacity Attributes (any action required to be taken by Seller to comply with such change in law, a “<u>Compliance Action</u>”), then the Parties agree that the maximum aggregate amount of costs and expenses Seller shall be required to bear during the Delivery Term to comply with all such Compliance Actions shall be capped at twenty-five thousand dollars (\$25,000) per MW of Guaranteed Capacity, in the aggregate over the term of the PPA. If Buyer agrees to fund such Compliance Actions in excess of the foregoing limits, Seller shall take such actions.</p>
Change in Tax Law:	<p>In the event that as a result of a Change in Tax Law, Seller or the Facility becomes eligible for or entitled to any new Tax Benefits or changes to or extensions of existing Tax Benefits, Seller and Buyer shall share such additional Tax Benefit Amount on a 50%/50% basis by making an adjustment to the Contract Price for the remainder of the Delivery Term.</p> <p>“<u>Change in Tax Law</u>” means (a) (i) any change in or amendment to the Code or another applicable federal income tax statute; (ii) any change in, or</p>

	<p>issuance of, or promulgation of any temporary or final regulations by the U.S. Department of the Treasury that would result in any change to the interpretation of the Tax Code or existing temporary or final regulations promulgated by the U.S. Department of the Treasury; (iii) any IRS guidance published in the Internal Revenue Bulletin and/or Cumulative Bulletin, notice, announcement, revenue ruling, revenue procedure, technical advice memorandum, examination directive or similar authority issued by the IRS Large Business and International division, or any published advice, advisory, or legal memorandum issued by IRS Chief Counsel, that applies, advances or articulates a new or different interpretation or analysis of any provision of the Code, any other applicable federal tax statute or any temporary or final Treasury Regulation promulgated thereunder; or (iv) any change in the interpretation of any of the authorities described in clauses (a)(i) through (iii) by a decision of the U.S. Tax Court, the U.S. Court of Federal Claims, a U.S. District Court, a U.S. Court of Appeals or the U.S. Supreme Court, that applies, advances or articulates a new or different interpretation or analysis of federal income tax law, and (b) in the case of (a)(i) through (iv), such change or new or different interpretation, as applicable, occurs between the Execution Date and before the end of the Congress in session when the Commercial Operation Date occurs.</p> <p>“Tax Benefits” means any state, local and/or federal tax benefit or incentive, including energy credits determined under Section 45 or 48 of the Internal Revenue Code of 1986, as amended, investment tax credits, production tax credits, depreciation, amortization, deduction, expense, exemption, preferential rate, and/or other tax benefit or incentive associated with the production of renewable energy and/or the operation of, construction, investments in or ownership of the Facility (including any cash payment or grant).</p>
<p>Force Majeure Event:</p>	<p>“Force Majeure Event” means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance. Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below</p> <p>Notwithstanding the foregoing, the term “Force Majeure Event” does not include (i) economic conditions that render a Party’s performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic</p>

	<p>(including Buyer's ability to buy the Product at a lower price, or Seller's ability to sell Product at a higher price, than the Contract Price); (ii) Seller's inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Generating Facility; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above that disables physical or electronic facilities necessary to transfer funds to the payee Party; (iv) a Curtailment Period, except to the extent such Curtailment Period is caused by a Force Majeure Event; (v) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Generating Facility except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller's Affiliates, Seller's contractors, their subcontractors thereof or any other third party employed by Seller to work on the Generating Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) events otherwise constituting a Force Majeure Event that prevent Seller from achieving Construction Start or Commercial Operation of the Generating Facility, except to the extent expressly permitted as an extension pursuant to the Development Cure Period under the PPA.</p> <p>Within two (2) Business Days of commencement of a Force Majeure Event, the non-performing Party shall provide the other Party with oral notice of the event of Force Majeure, and within two (2) weeks of the commencement of the Force Majeure Event, the non-performing Party shall provide the other Party with Notice in the form of a letter describing in detail the particulars of the occurrence giving rise to the Force Majeure claim. Failure to provide timely Notice as described in the preceding sentence constitutes a waiver of a Force Majeure claim as to all periods prior to the delivery of a timely Notice. The suspension of performance due to a claim of Force Majeure must be of no greater scope and of no longer duration than is required by the Force Majeure.</p>
Dispute Resolution:	<p>In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement any Party may deliver to the other Parties notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a "Dispute Notice"). The senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the thirty (30) day period following receipt of the Dispute Notice in good faith negotiations to resolve the Dispute to the satisfaction of each Party. In the event a Dispute is not resolved by the expiration of the thirty (30) day period, then a Party may pursue any legal remedy available to it in accordance with the PPA.</p>
Applicable Law:	California
No Recourse to Members of Buyer:	<p>Buyer is organized as a Joint Powers Authorities in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this</p>

	Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer's constituent members in connection with the PPA.
Assignment:	<p>Except with respect to collateral assignment to support a financing by Seller of the Facility and assignment to an affiliate, prior written consent of the non-assigning party shall be required for assignment of any interest in the PPA, including a change of control. In connection with any financing or refinancing of the Facility by Seller, upon request of Seller, Buyer shall in good faith work with Seller and Lender to agree upon a consent to collateral assignment that includes required terms to be set forth in the PPA.</p> <p>"Permitted Transferee" means (i) any Affiliate of Seller or (ii) any entity that has, or is controlled by another Person that satisfies the following requirements:</p> <p>(a) A tangible net worth of not less than [] or a Credit Rating of at least []; and</p> <p>(b) At least five (5) years of experience in the ownership and operations of power generation facilities similar to the Facility, or has retained a third-party with such experience to operate the Facility.</p>
Events of Default:	<p>Events of Default shall include, but not be limited to, failure to pay any amounts when due, breach of representations and warranties, failure to perform covenants and material obligations in the PPA, bankruptcy, and assignment other than as permitted by the PPA. Events of Default also include:</p> <p>(i) any consecutive six (6) month period, Adjusted Energy Production is not at least ten (10%) of Expected Energy, subject to a Cure Plan not to exceed one hundred eighty (180) days;</p> <p>(ii) beginning in the second Contract Year, the Adjusted Energy Production amount is not at least fifty percent (50%) of the Expected Energy amount in any Contract Year;</p> <p>(iii) if, in any two (2) consecutive Contract Year period during the Delivery Term, the Adjusted Energy Production amount is not at least sixty-five percent (65%) of the Expected Energy amount in each Contract Year;</p> <p>(iv) if Construction Start is not achieved on or before the Guaranteed Construction Start Date or Commercial Operation is not achieved on or before the Guaranteed COD, as such dates may be extended under a Development Cure Period or by payment of daily delay damages as set forth herein.</p>
CPUC Non-Modifiable Terms	<p>Eligibility. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio</p>

	<p>Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6].</p> <p>Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1].</p> <p>Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2].</p>
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2. Additional Term Sheet Provisions.

(a) **No Obligation to Enter Into Proposed Transaction.** This Term Sheet is intended to provide an overview of the Proposed Transaction and is not intended to constitute a binding contract or an offer to enter into a PPA with respect to the Proposed Transaction and does not obligate any Party to enter into the Proposed Transaction or execute any agreement, including the PPA, in connection with the Proposed Transaction. Neither Buyer nor Seller will be deemed to have agreed to the PPA and will not be bound by any term thereof, unless and until authorized representatives of both Buyer and Seller execute final definitive documents, enforceable in accordance with their terms.

(b) **Other Agreements.** In connection with this Term Sheet, Respondent shall execute that certain Exclusivity Agreement (“**Exclusivity Agreement**”) with Buyer and provide a Exclusivity and Bid Deposit (as defined in such agreement) to Buyer(s) within seven (7) Business Days after execution of the Exclusivity Agreement. The Shortlist Deposit will be returned in accordance with, and subject to, the terms of the Exclusivity Agreement.

(c) **Expenses.** Each Party will pay its own costs and expenses (whether internal or out-of-pocket, and whether for legal, financial, technical or other consultants, or other purposes) in connection with the Term Sheet and any definitive agreements.

(d) **Termination.** This Term Sheet will terminate upon the earlier of (a) execution of the PPA or (b) expiration of the Negotiation Period and any applicable Extension Period (as defined in the Exclusivity Agreement), as such Exclusivity Deadline may be extended pursuant to the Exclusivity Agreement.

(e) **Governing Law.** This Term Sheet is governed by, and construed in accordance with, the laws of the State of California.

(f) **Counterparts and Electronic Signatures.** This Term Sheet may be executed electronically and in counterparts, each of which will be enforceable against the Parties actually executing such counterparts, and all of which together will constitute one instrument. The Parties may rely on electronic or scanned signatures as originals. Delivery of an executed signature page of this Term Sheet by electronic transmission (including email transmission of a PDF image) shall be the same as delivery of an original executed signature page.

(g) **Prior Agreements.** This Term Sheet supersedes all prior communications and agreements, oral or written, between the Parties regarding the subject matter herein contemplated.

(h) **Assignment.** This Term Sheet will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party will assign, pledge or otherwise transfer this Term Sheet or any right or obligation under this Term Sheet without prior written consent of the other Party.

(i) **No Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES UNDER OR IN RESPECT TO THIS TERM SHEET.

IN WITNESS WHEREOF, the Parties have signed this Term Sheet effective as of the Effective Date.

**SAN DIEGO COMMUNITY POWER, a
California joint powers authority**

[RESPONDENT]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ATTACHMENT C:

SDCP DAC-GT and CSGT Generation Offer Form

San Diego Community Power RFO For DAC-GT and CSGT

(Please create a copy of this tab for each proposed DAC-GT and/or CSGT project)

Organization:	Responses
Respondent's Name:	
Project Information:	
Project Name:	
Project Location	
Street Address 1:	
Street Address 2:	
City:	
State:	
Zip Code:	
Project County:	
Latitude in Decimal Degrees:	
Longitude in Decimal Degrees:	
Site Description (e.g. School, Retail Store, Private Land):	
Current Site Use and Zoning:	
Site Plan and project Single Line Diagram available (attach):	
CalEnviroScreen 4.0 Percentile:	
Census Tract:	
Community Sponsor, if identified (for CSGT ONLY) (please see RFO Overview & Instructions for pertinent requirements):	
Project Technology Description	
Generating Facility	
PV System Type (e.g. rooftop, ground-mount, carport):	
Make and model of proposed generating equipment (if known, attach as needed):	
Proposed Nameplate Capacity - must not exceed 20 MWac (DAC-GT) or 3 MWac (CSGT):	
Proposed Year-1 Expected Energy Deliveries (Approx. MWh):	
Proposed annual Expected Energy Degradation %:	
Product Offering Details	
PCC1 Energy + Capacity Attributes + Renewable Energy Credits	Yes
Expected/Guaranteed Commercial Operation Date (COD):	
Delivery Term in Years:	20 year
Additional Proposed Delivery Term in Years (please see RFO Overview & Instructions for pertinent requirements):	
CARPS Cert# (or pre-cert#), if applicable:	
Price:	
Renewable Rate (\$/MWh) from PV Facility inclusive of all product attributes with a fixed price over the delivery term. (If offering multiple Delivery Terms, please provide a renewable rate for each proposed term).	
20 year delivery term	
If additional delivery term(s) are proposed	
Project Ownership:	
Parent (Legal Entity type & DUNS #):	
Organizational Chart (attach):	
Ownership Structure (Single entity, multiple):	
Ownership Shares (if multiple owners):	
Current Development Status/Site Information	
Interconnection and Delivery	
Most recent Interconnection Status (attach latest document, note that a completed Phase I or equivalent study is an eligibility requirement):	
Point of Interconnection (provide substation, pNode and proxy pNode as applicable):	
CAISO Queue Position, if applicable:	
CAISO Cluster Number, if applicable:	
Provide expected deliverability status (FCDS, Partial Deliverability, Energy Only), include expected date.	
Planned capacity limit at the point of interconnection:	
Permitting and site control	
Form of Site Control, e.g. lease, easement, etc (attach supporting documentation):	
Current Site Use and Zoning:	
Permits required for construction and operation (Conditional Use Permit, Notice of Determination, Building Permit, Environmental Impact Report) and status of each: (attach supporting documentation as applicable)	
List all known environmental issues on the project site:	
Any known, or reasonably expected, litigation or community opposition related to the project? (Provide explanation for a yes or no answer)	
Project timeline	
Project Development Timeline (attach):	
Equipment procurement status and plan (attach):	
Community and Workforce Development Status	
Community Benefits: Please describe all community outreach to date and any community benefits associated with the project (attach as PDF if necessary):	
Workforce Development: Please describe how the project will address the objectives of SDCP's Inclusive and Sustainable Workforce Policy, including use of prevailing wages, local hiring, and (attach as PDF if necessary):	

Financial Information:	
Financing Plan (attach):	
Use of financial incentives (describe, ITC, PTC, etc if applicable):	
If ITC, assumed % (e.g. presumed bonuses):	
Credit Rating, if available:	
Guarantor, if applicable:	
Financial Statements - most recent two years plus recent quarterly available? (attach):	
Development Experience:	
Years in business:	
Years experience developing California RE projects:	
Number of California renewable projects completed with past 5 years:	
Total California RE capacity developed w/in past 5 years:	
List renewable projects developed (please include other DAC-GT or CSGT projects if applicable):	
Project# 1:	
Project# 2:	
Project# 3:	
Project# 4:	
Project# 5:	
Additional Information:	
Currently in bankruptcy, or a bankruptcy proceeding? (If Y for Project, Developer, Senior Executives, or anyone with at least 10% ownership interest in Project or Parent, please provide explanation.)	
Bankruptcy w/in past 5 years: (If Y for Project, Developer, Senior Executives, or anyone with at least 10% ownership interest in Project or Parent, please provide explanation.)	
Criminal issues: (If Y for Project, Developer, Senior Executives, or anyone with at least 10% ownership interest in Project or Parent, please provide explanation.)	
Disputes: (If Y for Project, Developer, Senior Executives, or anyone with at least 10% ownership interest in Project or Parent, please provide explanation.)	
Project in negotiations w/other party. (If Y, please provide explanation.)	
Contact Information:	
Contact 1:	
Name:	
Title:	
Email:	
Phone:	
Address:	
Contact 2:	
Name:	
Title:	
Email:	
Phone:	
Address:	

Respondent's Name:	Generation/Project Name	Month	HE 1	HE 2	HE 3	HE 4	HE 5	HE 6	HE 7	HE 8	HE 9	HE 10	HE 11	HE 12	HE 13	HE 14	HE 15	HE 16	HE 17	HE 18	HE 19	HE 20	HE 21	HE 22	HE 23	HE 24	Total
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Respondent's Name:	Generation/Project Name	Date	HE 1	HE 2	HE 3	HE 4	HE 5	HE 6	HE 7	HE 8	HE 9	HE 10	HE 11	HE 12	HE 13	HE 14	HE 15	HE 16	HE 17	HE 18	HE 19	HE 20	HE 21	HE 22	HE 23	HE 24
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