



# 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) 880-6545

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)

June 15, 2026

Advice Letter (AL) #: 42-E

Tier Designation: 2

Subject of AL: San Diego Community Power's Advice Letter 42-E, Disadvantaged Communities Green Tariff Solicitation Materials and Updated Cost Containment Cap

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Does AL replace a withdrawn or rejected AL?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: 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Summarize differences between the AL and the prior withdrawn or rejected AL: N/A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:

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: July 15, 2026

No. of tariff sheets:

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 proposed<sup>1</sup>: N/A

Pending advice letters that revise the same tariff sheets: N/A

<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: Stephen Gunther  
Title: Regulatory Manager  
Utility/Entity Name: San Diego Community Power

Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email: [sgunther@sdcommunitypower.org](mailto:sgunther@sdcommunitypower.org)

Name:  
Title:  
Utility/Entity Name:

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	

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June 15, 2026

**Advice Letter 42-E**

(San Diego Community Power)

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

**Subject: SAN DIEGO COMMUNITY POWER DISADVANTAGED COMMUNITIES GREEN TARIFF SOLICITATION MATERIALS AND UPDATED COST CONTAINMENT CAP**

**Purpose**

Pursuant to California Public Utilities Commission (“Commission or CPUC”) Decision (“D.”) 18-06-0271<sup>1</sup> and 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”) solicitation materials.<sup>2</sup>

SDCP submits this AL to obtain approval to issue its 2026 DAC-GT Request for Offers (“RFO”) and to ensure that the solicitation materials reflect current Commission requirements, including updated site eligibility rules, voluntary inclusion of energy storage, and DAC-GT cost containment requirements, as well as additional evaluation criteria within the solicitation materials consistent with SDCP energy procurement policies.

SDCP also submits its Confidential Benchmark Value Reference Price (“CBVRP”) methodology and an accompanying Reviewing Representative (“RR”) report reviewing the CBVRP methodology, dataset, and reasonableness, consistent with Resolution E-53674.<sup>3</sup> Approval of this AL will authorize SDCP to issue the third DAC-GT RFO and utilize its updated cost containment when reviewing offers. Any power purchase agreements (“PPAs”) resulting from the solicitation will be submitted to the Commission for approval in a subsequent Tier 2 AL. To support a streamlined and transparent solicitation and evaluation process, SDCP seeks Commission approval of its CBVRP methodology concurrently with approval of the DAC-GT solicitation materials. This approach ensures that offer evaluation and selection are conducted using Commission-approved cost containment benchmarks.

SDCP respectfully requests approval of this AL within thirty (30) days of submission to enable timely issuance of the 2026 DAC-GT RFO and procurement of remaining program capacity.

**Summary of Solicitation Documents**

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<sup>1</sup> D.18-06-027, OP 17 at 104.

<sup>2</sup> Resolution E-5246 at 15, OP 3.

<sup>3</sup> Commission Resolution E-53674, OP 1 and 3.

SDCP hereby submits the following solicitation documents as attachments to this AL in support of SDCP's DAC-GT program:

### **1. DAC-GT Request for Offer ("RFO") Protocol**

SDCP's 2026 DAC-GT RFO seeks to procure up to 15.51 MW of Portfolio Content Category ("PCC") 1-eligible, Renewables Portfolio Standard ("RPS")-eligible renewable generation, including voluntary energy storage, located within five miles of an eligible disadvantaged community in San Diego Gas and Electric's ("SDG&E") service territory. Contract terms of 20 years can be offered. The DAC-GT RFO Protocol details the DAC-GT program requirements to which SDCP and its suppliers must adhere.

SDCP will use a competitive solicitation process and evaluate offers based on Energy Proposal Evaluation Criteria ("EPEC"), including economic/portfolio value, project developmental status, workforce development, community benefits, environmental stewardship, and other quantitative and qualitative criteria.

Consistent with SDCP's Board of Directors approval in February 2026, the solicitation incorporates SDCP's Inclusive and Sustainable Workforce Policy ("ISWP") and its Energy Proposal Evaluation Criteria ("EPEC") to enhance Community Power's policies and evaluation of long-term contracts for new build resources to further incentivize and codify higher workforce standards.

If SDCP has open or remaining DAC-GT program capacity associated with prior solicitations or terminated contracts, SDCP seeks authorization to procure additional capacity through this RFO in excess of the 15.51 MW target, consistent with Commission authorization and SDCP's total DAC-GT program capacity.

Dates identified in the RFO Schedule are contingent upon Commission approval of this AL.

### **2. DAC-GT Offer Form**

The DAC-GT Offer Form is the standardized template used by project developers to submit detailed proposals in response to SDCP's DAC-GT Request for Offers. The form requires respondents to provide comprehensive information across all aspects of a proposed renewable energy project, including project characteristics, pricing, development status, and developer qualifications. The Offer Form is also intended to capture information from the developers about ownership structure, project location, resource type (including solar, storage, or hybrid configurations), and technical specifications, including capacity, expected energy production, degradation assumptions, and guaranteed commercial operation date. Additionally, developers must also demonstrate project viability through disclosures on interconnection status, transmission and deliverability details (including proxy pricing nodes and substations), permitting requirements, site control, and overall development progress.

### **3. DAC-GT Exclusivity Agreement**

The DAC-GT Exclusivity Agreement outlines the key terms and conditions under which SDCP, and a project developer agree to enter a limited period of exclusive, good-faith negotiations toward a proposed long-term PPA for a specified renewable energy project.

#### **4. DAC-GT Solar Generation Term Sheet**

The DAC-GT Solar Generation Term Sheet details the key commercial terms and conditions to be included in a proposed PPA of renewable energy product.

#### **5. DAC-GT Solar Generation and Battery Storage Term Sheet**

The DAC-GT Solar Generation and Battery Storage Term Sheet details the key commercial terms and conditions to be included in a proposed PPA of renewable energy and energy storage product.

#### **6. Review Representative Report**

SDCP submits its CBVRP methodology and accompanying RR report as part of this AL.

Consistent with Resolution E-5367, the CBVRP was developed using SDCP competitively solicited, executed PPA contract prices of similar resources, such as solar, solar with paired energy storage (hybrid or co-located), and wind, of similar contract types, such as resource adequacy capacity contract, RPS contracts for fully deliverable capacity, or RPS contracts with energy-only capacity, within the last five years and of those sized between 500 kW and 20 MW.

SDCP leveraged an existing contract with an eligible RR with existing scope alignment to conduct a one-time, independent review of the CBVRP methodology, dataset eligibility, calculation accuracy, and overall reasonableness. As documented in the RR report, the CBVRP methodology is transparent, replicable, and compliant with Commission requirements, and the resulting cost containment benchmarks are reasonable based on available market data.

SDCP seeks Commission approval of the CBVRP methodology concurrently with approval of the DAC-GT solicitation materials to ensure that offer evaluation and selection under the 2026 DAC-GT RFO are conducted using Commission-approved cost containment benchmarks.

#### **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. Consistent with Resolution E-5246, on May 19, 2023, SDCP submitted a Tier 2 AL<sup>4</sup> seeking approval of its DAC-GT and Community Solar Green Tariff (“CSGT”) solicitation

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<sup>4</sup> San Diego Community Power Advice Letter 13-E, available at [https://sdcommunitypower.org/wp-content/uploads/2023/02/SDCP-AL-13-E-DAC-GT-CSGT-Solicitation-Docs-AL\\_Final.pdf](https://sdcommunitypower.org/wp-content/uploads/2023/02/SDCP-AL-13-E-DAC-GT-CSGT-Solicitation-Docs-AL_Final.pdf)

materials prior to its first DAC-GT and CSGT RFO, which was subsequently accepted via disposition letter on June 27, 2023.

### **Request for Confidential Treatment**

SDCP is seeking confidential treatment for Attachment F attached hereto. The information for which SDCP is seeking confidential treatment is identified in the Confidentiality Declaration in Attachment G. SDCP makes this request pursuant to General Order 96-B, General Rule 10.3, SDCP requests confidential treatment for the certain information contained in the Reviewing Representative (“RR”), Confidential Benchmark Value Reference Price (“CBVRP”) for SDCP’s 2026 Disadvantaged Communities Green Tariff Request for Offers (“RFO”) that is being provided to Energy Division in Attachment F to the Advice Letter.

The Confidential Information in Attachment F has been redacted, and Appendix A of the attachment is confidential in its entirety and therefore has been omitted. Confidential Information in Appendix A cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.

The Declaration of Stephen Gunther, Regulatory Manager, provides support for SDCP’s claim of confidentiality over certain information included in the CBVRP Methodology and RR Report. The confidential material includes market-sensitive information regarding SDCP’s recently executed PPAs and associated pricing. To the extent that the Commission has any different interpretation with respect to this request, SDCP respectfully requests that notice be provided to SDCP and that SDCP have an opportunity to provide any supplemental information necessary to maintain confidentiality of the Declaration.

A public version of this AL and its attachments is being served on the service list for R.14-07-002 and A.22-05-022.

### **Effective Date**

SDCP requests that this Tier 2 Advice Letter become effective on July 15, 2026, which is 30 days after the date of submission.

### **Protests**

Anyone wishing to protest this Advice Letter may do so by letter sent electronically via e-mail, no later than July 6, 2026, which is 21 days after the date of this submittal.<sup>5</sup> Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

The protest must also be electronically sent to SDCP via e-mail at the address shown below on the same date it is electronically delivered to the Commission:

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<sup>5</sup> GO 96-B General Rule 7.4 and 1.5

Stephen Gunther  
SDCP, Regulatory Manager  
E-mail: [sgunther@sdcommunitypower.org](mailto:sgunther@sdcommunitypower.org)

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter.<sup>6</sup> The protest must contain the following information: specification of the advice letter protested, grounds for the protest, supporting factual information or legal argument, name and e-mail address of the protestant, and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the Energy Division.<sup>7</sup>

### **Notice**

A copy of this Advice Letter has been distributed to the service list of R.14-07-002 in accordance with A.16-07-015.

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](mailto:Process_Office@cpuc.ca.gov).

### **Attachments**

1. Attachment A: DAC-GT Request for Offer ("RFO") Protocol
2. Attachment B: DAC-GT Offer Form
3. Attachment C: DAC-GT Exclusivity Agreement
4. Attachment D: DAC-GT Solar Generation Term Sheet
5. Attachment E: DAC-GT Solar Generation and Battery Storage Term Sheet
6. Attachment F: CBVRP Methodology and Reviewing Representative Report [CONFIDENTIAL]
7. Attachment G: Confidentiality Declaration

### **Conclusion**

SDCP respectfully requests that the Commission approve SDCP's DAC-GT solicitation materials and CBVRP methodology and accompanying Reviewing Representative Report.

Respectfully submitted,

*/s/ Stephen Gunther*  
Stephen Gunther  
Regulatory Manager  
San Diego Community Power  
PO Box 12716  
San Diego, California 92112  
Tele: (619) 657-0419  
E-mail: [sgunther@sdcommunitypower.org](mailto:sgunther@sdcommunitypower.org)

cc: Service List R.14-07-002

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<sup>6</sup> General Order 96-B, Section 7.4.

<sup>7</sup> General Order 96-B, Section 3.11.

# **ATTACHMENT A**

**THIRD REQUEST FOR OFFERS  
FOR  
DISADVANTAGED COMMUNITIES GREEN TARIFF (DAC-GT)**

**Issue Date: [TBD]**

**Proposal Submission Deadline: [TBD]**

**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 which adopted 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”).

San Diego Community Power (“Community Power” or “SDCP”) is authorized to procure 20.16 MW for its DAC-GT program<sup>1</sup>. Any Power Purchase Agreement (“PPA”) which results from this Request for Offers (“RFO”) will be subject to SDCP Board of Directors (“SDCP Board”) and CPUC approval. For those projects that receive SDCP Board approval and an executed PPA, SDCP will submit the executed PPA to the CPUC for approval within 180 days of the bidder’s receipt of shortlist notification.

## **Introduction**

Community Power 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, Community Power is requesting proposals for DAC-GT eligible renewable energy and storage 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. Community Power reserves the right to reject any offer that does not comply with the requirements described herein. Furthermore, Community Power 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 Community Power to enter into an agreement with any party, and Community Power shall not be bound by the terms of any offer until Community Power 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 Community Power for this RFO. Community Power 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. Community Power may update the RFO template from time to time, so respondents are encouraged to periodically visit the Community Power website to determine if any changes have been posted.

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<sup>1</sup> See 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. Resource Location:** The point of physical interconnection for any project must be within the California Independent System Operator (“CAISO”) area. For DAC-GT, the project must be physically located in and connected electrically to a circuit, load, or substation within San Diego Gas & Electric’s (“SDG&E”) service territory and located no more than five miles from an eligible DAC as further explained below.

**ii. Product:** The offer must include a new solar photovoltaic (“PV”), Renewable Portfolio Standard (RPS)-eligible, in-front-of-the-meter generating facility. Optional configurations that include paired battery energy storage (“BESS”) resources will also be considered. Hybrid configurations (single CAISO meter systems) are preferred for this solicitation. Together, the PV and optional BESS system are referred to herein as the “Project” or “Facility”. The Project may constitute a portion of a larger, overall facility, so long as the Agreement resulting from this Offer is completely independent from the operation, offtake, or obligations of the other portion(s) of the larger facility.

Offers should include electric energy, Green Attributes/Renewable Energy Credits and Capacity Attributes, including Resource Adequacy (RA), if available for any proposed BESS resource.

**iii. CEC Eligibility:** All proposed PV 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. Project Capacity:** The PV portion of DAC-GT eligible projects must be sized between 500 kilowatts (“kW”) and a maximum of 20 megawatts (“MW”) AC. In the offer form, projects will be expected to provide expected 12x24 and 8760 generation profiles. BESS resources may be proposed with PV and should be sized with the BESS nameplate capacity at or below the capacity of the PV facility, with 4-hour duration or longer. Multiple configurations may be offered as alternatives. Standalone BESS (not paired with PV) is not eligible.



**v. Interconnection:** Projects planning to interconnection to SDG&E's distribution system must apply for interconnection and secure an interconnection agreement under SDG&E's Wholesale Access Distribution Tariff (WDAT)<sup>2</sup>.

**vi. Date of Delivery and Commercial Operation:** The Project must have a commercial operation date no later than December 31, 2030.

**vii. Term of Agreement:** Twenty (20) years, commencing on the Initial Date of Delivery.

**viii. Proposed Pricing:** For the PV portion of each offer, 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 and all Green Attributes/Renewable Energy Credits related thereto. The pricing must be at or below the confidential statewide CCA cost cap as provided by the CPUC's Energy Division Staff.

For the battery energy storage system portion of any offers, respondents must include a separate capacity price (\$/kW-month) for a bundled full-toll agreement, where Community Power is the sole off taker of all energy storage attributes, including any Capacity Attributes as applicable (e.g., Resource Adequacy).

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.

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

**x. Scheduling Coordinator ("SC") Responsibilities:** Community Power 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) receipt of SDG&E's interconnection pre-application report. The offer narrative should include an interconnection plan that illustrates an understanding of associated timelines, milestones, and expected interconnection costs and risks.

**xii. Project Financing Plan:** Respondent shall describe its intended financing plan for each proposed project in sufficient detail for Community Power 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 what the baseline assumption is for those financial benefits.

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<sup>2</sup> SDG&E WDAT webpage: <https://www.sdge.com/more-information/customer-generation/wholesale-generator-transmission-interconnections>



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 Community Power via the Western Renewable Energy Generation Information System (“WREGIS”), or its successor, without any additional costs or conditions to Community Power. Each respondent shall be independently responsible for registering its PV project(s) with WREGIS and for maintaining an active WREGIS account throughout the proposed term of agreement.

**xiv. Compliance:** The project must qualify as a DAC-GT project pursuant to [D.18-06-027](#), [D.18-10-007](#), and [Resolution E-4999](#). The Project must also comply with the California Air Resources Board’s Voluntary Renewable Electricity Program.

**xv. Workforce:** Projects must pay prevailing wages, including all tiers of subcontractors. See the “Evaluation of Responses” section for further information on how Community Power evaluates workforce commitments.

### **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.

SDCP has created an [online map](#) that displays eligible DAC-GT project locations. 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 SDG&E service territory.

DAC-GT projects can be sited in or within five miles of any DAC in SDG&E service territory.



## **RFO Schedule\***

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

<b>RFO Activity</b>	<b>Anticipated Date of Completion</b>
DAC-GT RFO launch	TBD
DAC-GT RFO Webinar	TBD
Deadline for Electronic Question Submittal	TBD
Final Q&A addendum posted to RFO website	TBD
RFO Response Deadline	TBD
Follow-up with RFO respondents, as necessary	TBD
Supplier Notifications (Short-List Selection)	TBD
Evaluations of and negotiations with shortlisted Bidders, awards, and SDCP Board approval	TBD
SDCP submits executed PPA(s) to CPUC for approval	TBD

\*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 Community Power's [Solicitation webpage](#).

## **Submission and Posting of Q&A**

Respondents are encouraged to submit questions concerning the RFO using the online [Questions Submission Form](#). 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 evaluation criteria and/or business requirements would unfairly disadvantage the respondent or, due to unclear instructions, may result in Community Power not receiving the best possible responses from respondent. All questions will be posted anonymously to shield the identity of respondents who posed the questions.

Community Power reserves the right to group similar questions when providing answers.

## **Offer Submittal**

Offers must include the required documents described below. All proposals must meet the requirements of the RFO to be considered. However, Community Power reserves the right to waive any deficiency of an offer and to evaluate non-conforming offers. All responses should be submitted via the online [Submissions Form](#) available on Community Power's website specific to this RFO.



## **Offer Requirements**

Community Power 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 Community Power’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 Plan
  - e. Project Development Timeline
  - f. Permitting, Use and Zoning status
  - g. Site Plan with documentation of site control
  - h. Single Line Diagram

## **Selection and Public Disclosure**

Contracts for projects selected by Community Power must be approved by the SDCP Board at a public meeting prior to execution. Contracts approved by the SDCP Board must then be submitted to the CPUC for approval. Contracts shall only become effective upon CPUC approval.

## **Evaluation of Responses**

Community Power will evaluate responses against a common set of criteria utilizing the Energy Proposal Evaluation Criteria (“EPEC”), including:

- A. Price and relative value within Community Power’s supply portfolio
- B. **Project Development Status:** Community Power will consider whether a project has secured site control or options for site control. Prior to shortlisting, Community Power will require documentation for any secured site control. Any incremental project development progress will be considered as a measure of viability, including site feasibility studies, permitting progress and complexity, and community outreach.
  1. **Developer Experience:** Community Power will evaluate the developer’s direct organizational experience with developing projects of similar scale and technology within CAISO’s footprint. Respondents should also provide sufficient detail on efforts to assess



the project POI's capacity potential and eligibility for SDG&E's Fast Track process. Respondents are expected to have received at least an interconnection Pre-Application Report from SDG&E.

2. Developer/Project Financials: Community Power will consider the anticipated financing structure of the project and the primary developer/owner's current financial standing.
- C. **Workforce Development:** Community Power updated its Inclusive and Sustainable Workforce Policy ("ISWP") and its Energy Proposal Evaluation Criteria ("EPEC") in February 2026 to enhance Community Power's policies and evaluation of long-term contracts for new build resources to further incentivize and codify higher workforce standards. Community Power expects projects to pay prevailing wages and commit to working with union labor and apprenticeship programs. Higher value is given to projects that benefit communities with high levels of poverty and unemployment and to projects that will utilize a project labor agreement ("PLA"). If PLAs will not be utilized, proposals can earn higher scores by meeting or exceeding targeted workforce standards, including:
- a. Utilizing a skilled and trained workforce or joint labor-management partnership/apprenticeship/and training committees in states without skilled and trained workforce legislation as well as local apprentices, and graduates of San Diego and Imperial County pre-apprenticeship programs
  - b. Utilizing union maintenance agreements in operations
  - c. Committing to at least 50% union labor
  - d. Committing to at least 80% local hiring

Consistent with its Inclusive and Sustainable Workforce Policy, Community Power encourages submission of information from respondents that use the aforementioned hiring practices, as applicable.

- D. **Community Benefits:** Community Power encourages proposals that include a description of community outreach conducted to-date (or a robust community outreach plan) and demonstrate additional community benefits. Community Power has a preference for 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. To assist Community Power in assessing such benefits, each respondent should address the following question in its offers: 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:
- 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 respondent is asked to quantify the associated emission impacts of this transition.

In addition, Community Power will consider in its selection process, the proximity to sensitive receptors for any proposed project that may be reasonably determined to have adverse effects on the surrounding community.

- E. **Environmental Stewardship:** Community Power prefers projects that are located on currently or previously developed land (including agricultural land no longer suitable for farming) or brownfield lands, in addition to projects that can demonstrate additional societal, economic, water-saving, or environmental benefits beyond the climate and GHG reduction benefits of renewable energy. Community Power encourages respondents to provide information on organizational initiatives for environmental stewardship, including how it informs project site selection as well as construction and operational activities.

Community Power's quantitative and qualitative assessment will be based on information provided by the prospective supplier and Community Power's independent assessment of such information. With this in mind, each respondent should provide sufficient information/data in the offer form and supporting documentation to facilitate Community Power's assessment of this important consideration.

#### **Contracting, Exclusivity Agreement and Offer Deposit**

Community Power plans to negotiate agreement(s) with each of the short-listed respondents. A pro-forma term sheet has been posted along with this RFO announcement so that respondents can review prior to completing the offer form. After short-list notifications, Community Power expects to receive comments and redlines on the term sheet from the short-listed respondents.

As part of the short-listing process, Community Power will require all short-listed respondents 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. Community Power will accept offer deposits in the form of cash or an agreed upon form of a Letter of Credit. Letter of Credit means an irrevocable standby letter of credit, in a form reasonably acceptable to Community Power, 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 Community Power, and (B) it is acceptable to Community Power 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, Community Power will provide each of the short-listed respondents with a draft PPA. PPA contract negotiations will proceed thereafter.

## RESERVATION OF RIGHTS

This RFO is a solicitation for offers only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. Community Power may, at its sole discretion, accept or reject any or all offers submitted in response to this RFO. In addition, Community Power may, at its sole discretion, only elect to proceed with contract negotiations for some of the product included in the offers. Community Power further reserves the right to cancel this RFO at any time prior to contract award without obligation in any manner for offer preparation, interview, fee negotiation or other marketing costs associated with this RFO. Community Power also reserves the right to waive minor errors and omissions or inconsequential disparities in offers, request additional information or revisions to offers, and to negotiate with any or all respondents.

Community Power shall not be liable for any costs incurred by the respondent in connection with the preparation and submission of any offer. Community Power has the right to amend the RFO, in whole or in part, by written addendum, at any time. Community Power is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which Community Power records indicate has received this RFO. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the offer being found non-responsive and not being considered, as determined in the sole discretion of Community Power. Community Power is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf prior to an award of contract by Community Power. Community Power has the right to reissue the RFO at a future date.

## CONFIDENTIALITY AND PUBLIC RECORDS

Offers submitted in response to this RFO shall become the exclusive property of Community Power. Community Power is subject to the California Public Records Act (“CPRA”). The offer will become a matter of public record when contract negotiations are complete and when an agreement is executed by Community Power. Exceptions to disclosure may be available to those parts or portions of offers that are justifiably and reasonably exempted under the CPRA, such as trade secrets. If a respondent desires to exclude a portion of its offer from disclosure under the CPRA, the respondent must prominently mark it “confidential” and state the specific provision in the CPRA that provides the exemption as well as the factual basis for claiming the exemption. A blanket statement of confidentiality or the marking of each page of the offer as confidential shall not be deemed sufficient notice of a CPRA exemption. A respondent who indiscriminately and without justification identifies most or all of its offer as exempt from disclosure or submits a redacted copy may be deemed non-responsive.



Although the CPRA recognizes that certain confidential information or other exempt records may be protected from disclosure, Community Power is not in a position to establish that the information that a respondent submits is exempt. If a request is made for information marked “Confidential,” Community Power will provide respondents who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Community Power shall not, in any way, be liable or responsible for any resulting disclosure of any such record or any parts thereof pursuant to the CPRA or otherwise by law.

### CONFLICTS OF INTEREST

Community Power is governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308, and other requirements governing conflicts of interest, campaign contributions, and gifts. Respondents are required to review all applicable conflict of interest laws. In addition, Community Power has adopted policies governing procurement. Respondents are advised to review all policies, including the Procurement Policy, available at: <https://sdcommunitypower.org/resources/key-documents/>.

The respondent may not contact or receive information outside of this RFO process. If it is discovered that the respondent contacted and received information from anyone other than the mediums used to share information about this solicitation specified above and under the process specified herein regarding this solicitation, Community Power may, in its sole discretion, disqualify the offer from further consideration.

### REPORTING OF SUPPLIER DIVERSITY INFORMATION

Public Utilities Code Section 366.2(m) requires certain community choice aggregators, including Community Power, to annually submit to the CPUC: (1) a detailed and verifiable plan for increasing procurement from small, local, and diverse business enterprises; and (2) a report regarding its procurement from women, minority, disabled veteran, persons with disabilities, and LGBT business enterprises.

General Order (GO) 156, adopted by the CPUC, requires certain California public utilities to engage in outreach activities and meet specific procurement goals from women, minority, disabled veteran, persons with disabilities, and LGBT business enterprises. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Supplier Clearinghouse database.<sup>3</sup>

To assist Community Power with its reporting obligations under Public Utilities Code Section 366.2(m) and with evaluating its supplier outreach and other activities, the successful respondent(s) that is/are awarded the contract(s) will be asked to voluntarily disclose their certification status with the CPUC Clearinghouse, as well as their efforts to work with diverse business enterprises, including

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<sup>3</sup> [www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com)



women business enterprises (WBEs), minority business enterprises (MBEs), disabled veteran business enterprises (DVBEs), and lesbian gay bisexual transgender business enterprises (LGBTBEs).

Except as otherwise expressly provided under Community Power's Procurement Policy and/or required by applicable state or federal law or funding requirements (including, without limitation, any grant or loan conditions), Community Power shall not use any demographic information received from respondents in any way as part of its decision-making or selection process. Rather, Community Power will use such information solely for compliance with its reporting obligations to the CPUC and evaluation of Community Power's outreach and other activities consistent with applicable law. Pursuant to Article I, Section 31 of the California Constitution, Community Power shall not discriminate against or give preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin except as otherwise allowed therein.

### NON-DISCRIMINATION

Community Power will not discriminate and will require its contractors to not discriminate on the basis of race, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of contractors, subcontractors, vendors, or suppliers. The successful respondent shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.



# APPENDIX A



## Appendix A

### Offer Requirements and Required Submission Documents for DAC-GT.

#### Offer Requirements

<b>Applicable PPA Contract</b>	SDCP DAC-GT Contract
<b>Technology</b>	Solar PV with optional paired battery energy storage system. Must be a commercially proven technology.
<b>Project Size</b>	0.5 – 20 MW <sub>AC</sub>
<b>Location</b>	A conforming Project must meet the following location requirements: 1. The entire Project site must be located in SDG&E’s electric service area. 2. The entire Project must be located in or no more than five miles from an eligible census tract(s) as described below: 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.
<b>Renewables Portfolio Standard (“RPS”) Eligibility</b>	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.
<b>Product</b>	1. Energy 2. Capacity [if available] 3. PCC1 Renewable Energy Credit
<b>Development Status</b>	New-build only
<b>Price</b>	A single, fixed price that remains constant throughout the entire delivery term and is not adjusted by periodic escalators or time of delivery factors.
<b>Term</b>	20-year bid is required.
<b>COD</b>	No later than 12/31/30
<b>Delivery Point</b>	Point of interconnection
<b>Deliverability for Battery Offers</b>	In order of preference: 1. Full Capacity Deliverability Status (FCDS) 2. Partial Capacity Deliverability Status (PCDS) 3. Energy-only
<b>Security Requirements</b>	Development (Pre-COD): \$75/kW Performance (Post-COD): \$75/kW
<b>Site Control</b>	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.
<b>California Air Resources Board (“CARB”) Voluntary Renewable Energy Program</b>	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.



<b>Workforce Development</b>	SDCP has also adopted an Inclusive and Sustainable Workforce Policy <sup>4</sup> , 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.
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<sup>4</sup> 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](https://sdcommunitypower.org/wp-content/uploads/2020/12/Board-Packet_1.28.21_v3.pdf)



## Submission Requirements

<b>Offer Form Template</b>	A completed offer form with the applicable sections completed for DAC-GT.
<b>Supporting Documents to Offer Form as applicable, including but not limited to:</b>	
<b>Financing Plan</b>	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.
<b>Financial Statements</b>	Two years of audited financial statements for the Bidder or Bidder’s financial guarantor.
<b>Organizational Chart</b>	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.
<b>Latest Interconnection Document, if available</b>	<p>The latest interconnection document, if available, which may be one of the following:</p> <ul style="list-style-type: none"> <li>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;</li> <li>ii. Completed System Impact Study or Facilities Study;</li> <li>iii. Completed Phase I Interconnection Study;</li> <li>iv. Completed Phase II Interconnection Study; or</li> <li>v. A signed Generator Interconnection Agreement</li> </ul> <p>Respondents submitting distribution-interconnected proposals must provide estimated interconnection costs for the Project utilizing SDG&amp;E’s most recently posted Unit Cost Guide. As of June 2026, the currently effective Unit Cost Guide is dated April 8, 2026 <sup>5</sup>.</p>
<b>Project Development Timeline</b>	<p>A GANTT chart schedule detailing the timing and progress of key project milestones, including but not limited to:</p> <ul style="list-style-type: none"> <li>i. Interconnection milestones</li> <li>ii. Procurement orders and lead times</li> <li>iii. Permitting milestones</li> <li>iv. Design and Engineering, including SDCP reviews</li> <li>v. Construction start, substantial completion, and COD</li> </ul>
<b>Permitting, Land Use and Zoning</b>	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.
<b>Map/ Site Plan</b>	A to-scale Site Map of the project showing the PV layout (and storage, if applicable) of the facility with the name of the facility, census tract, outer

<sup>5</sup> SDG&E Unit Cost Guide dated April 8, 2026: <https://www.sdge.com/sites/default/files/documents/2026-04/SDGE%20Updated%20Rule21%20Unit%20Cost%20guide%20-%202026%20draft.pdf>



	boundaries, major cross streets, nameplate capacity, longitude and latitude of the centroid of the PV site clearly labeled. Please also include all Assessor Parcel Numbers included in and adjacent to the facility and any environmentally sensitive areas.
<b>Single Line Diagram</b>	A Single Line Diagram that includes the project's point of interconnection to the electric transmission or distribution system.



# **ATTACHMENT B**

# Attachment B: Offer Form

## "Offer Form (PV Only Offer)" Tab

### San Diego Community Power 2026 Disadvantaged Communities Green Tariff Offer Form

*(Please submit separate proposals for each proposed resource)*

CATEGORY	SUBCATEGORY	#	DETAILS	RESPONSE	INSTRUCTIONS
RESPONDENT	PROJECT INFORMATION	1	Developer Name		Enter the name of the organization/business entity that is submitting this response.
		2	Parent Legal Entity Type & DUNS ID		
		3	City (short format)		
		4	Expected Ownership Structure (single entity, multiple)		Enter the anticipated ownership structure for the generating project - single entity, multiple, corporate structure
		5	Ownership Shares (if multiple owners)		
		6	Project Name		Enter the name of the generating project, including any predecessor names that the project may be referred to in site control, permitting and interconnection documentation.
		7	Street Address 1		
		8	Street Address 2		
		9	City		
		10	State		
		11	Zip Code		
		12	Project Country		Lat/long should be the centroid of the interconnection project footprint
		13	Latitude in Decimal Degrees		Lat/long should be the centroid of the interconnection project footprint
		14	Longitude in Decimal Degrees		
CONTRACT TERMS	DELIVERY TERM	15			
		16			
		17	20 years		
	PRICE, CAPACITY, ENERGY AND CO2	18	Contract Price (\$/MWh)		* Pricing should assume a 15-year delivery term (if such tenor is available to SDCP). Pricing must reflect the presumed ITC/PTC amounts provided under Financial Information below.
		19	Proposed ramp-rate (MWh/s)		
		20	Proposed Year 1 Expected Energy Deliveries (Agores, MWh)		
		21	Proposed annual Expected Energy Degradation %		Provide \$760 in line with year-1 deliveries (see RFS Resource - \$760 profile tab)
		22	Guaranteed Commercial Operation Date (COD)		
		23	Interconnection Status		Choose from drop-down
		24	Study Process		Choose from drop-down the study process sought to intended to apply to
DEVELOPMENT STATUS	INTERCONNECTION AND DELIVERY	25	Change number		Choose from drop-down the study process sought to intended to apply to
		26	Project Proxy Procs from drop-down		Provide used for modeling. Must have at least 2 years of historical data and be suitably representative of the project's POI
		27	Project Proxy Procs (other)		Provide if not available in the drop-down list in row above
		28	Briefly explain why this Proxy Procs was chosen for the POI		
		29	Nearest substation at POI		
		30	Planned capacity limit at the POI		
		31	Has the project secured site control? (Y/N)		If documented is not provided that is sufficient to validate site control for all or a material portion of the project, the SDCP will assume no site control for the project.
		32	If the applicant has site control, does the proposal include documentation of site control? (Y/N)		If documented is not provided that is sufficient to validate site control for all or a material portion of the project, the SDCP will assume no site control for the project.
		33	Current site use and zoning		
		34	Has site feasibility diligence been conducted for the project site? (Y/N)		Narrative description should include a summary of any site surveys, ESA Phase 1 Site Assessments, as applicable, etc.
OTHER ENERGY PROJECT EVALUATION CRITERIA	PERMITTING AND SITE CONTROL	35	Has the project performed such diligence, does the proposal include a narrative description? (Y/N)		
		36	What is the anticipated Authority Having Jurisdiction (AHJ)?		
		37	List major permits and approvals required for construction and operation (Conditional Use Permit, Notice of Determination, Environmental Impact Report/Study, environmental remediation) and status of each.		
		38	Is the Project anticipated to require a Federal Right of Way (ROW) permit? (Y/N)		
		39	What is the anticipated financing structure for the project?		
		40	Will the RFS resource capture the ITC or PTC?		
		41	If ITC, what is the assumed ITC for the offered price?		
		42	If PTC, what is the assumed PTC for the offered price?		
		43	Is the project currently eligible for the IRA's Energy Community (TC/PTC bonus incentive)? (Y/N)		
		44	Credit Rating, if available		Note the primary developer/owner's credit rating, if available, as determined by Moody's, Standard & Poor's and/or Fitch.
	45	Guarantor, if applicable		If applicable, note the organization that will be serving as guarantor for necessary project financing. Also note this organization's credit rating, if available, as determined by Moody's, Standard & Poor's and/or Fitch.	
	46	Financial statements - most recent two years plus recent quarterly (attach)		SDCP can enter into an NDA if needed.	
	47	Years in business			
	48	Year experience developing utility-scale renewable or storage projects in California		Detail encouraged in an attached narrative.	
	49	Number of utility-scale renewable projects completed in the last 5 years		Detail encouraged in an attached narrative.	
	50	Total renewable capacity developed within past 5 years (MWhac)		Detail encouraged in an attached narrative.	
	51	If applicable, please describe if the project demonstrates unique societal, health, economic, or environmental benefits to the community.		Detail encouraged in an attached narrative.	
	52	If applicable, please describe any impacts to air pollution within communities that have been disproportionately impacted by the existing generating fleet.		Detail encouraged in an attached narrative.	
	53	Is the project located on currently or previously developed land? (Y/N)		Detail encouraged in an attached narrative.	
	54	List all known or anticipated environmental issues on the project site, including any unmitigated impacts.		Detail encouraged in attached narrative. Detail on SDCP's Inclusive and Sustainable Workforce Policy can be found in the RFP Protocol document.	
	55	Will the Project be constructed under a Project Labor Agreement?		Detail encouraged in an attached narrative.	
	56	Will the Project be providing ways to a skilled and trained workforce?		Detail encouraged in an attached narrative.	
	57	How many construction jobs is the Project expected support?		Detail encouraged in an attached narrative.	
	58	Is the developer, senior executives, or anyone with at least 10% ownership interest in Project or Parent, currently in bankruptcy, or a bankruptcy proceeding? (Y/N)		If Yes, please provide explanation in an attached narrative.	
	59	Has the developer, senior executives, or anyone with at least 10% ownership interest in Project or Parent claimed bankruptcy in past 5 years? (Y/N)		If Yes, please provide explanation in an attached narrative.	
	60	Is the developer, senior executives, or anyone with at least 10% ownership interest in Project or Parent involved in a lawsuit? (Y/N)		If Yes, please provide explanation in an attached narrative.	
	61	Is the Project in negotiations w/other party? (Y/N)		If Yes, please provide explanation in an attached narrative.	
CONTACT INFORMATION	CONTACT 1	62	Name		
		63	Title		
		64	Email		
		65	Phone		
		66	Address		
	CONTACT 2	67	Name		
		68	Title		
		69	Email		
		70	Phone		
		71	Address		
	72				

# Attachment B: Offer Form

## "Offer Form (PV+ Storage Offer)" Tab

### San Diego Community Power 2026 Disadvantaged Communities Green Tariff Offer Form

*(Please submit separate proposals for each proposed resource or unique project configuration)*

CATEGORY	SUBCATEGORY	#	DETAILS	RESPONSE	INSTRUCTIONS	
RESPONDENT		1	Developer Name:		Enter the name of the organization/business entity that is submitting this response.	
		2	Parent (Legal Entity type & DUNS #):			
		3	Org chart (attach):			
		4	Expected Ownership Structure (Single entity, multiple):		Enter the anticipated ownership structure for the generating project - single entity, multiple, corporate structure.	
		5	Ownership Shares (if multiple owners):			
PROJECT INFORMATION		6	Project Name:		Enter the name of the generating project, including any predecessor names that the project may be referred to in site control, permitting and interconnection documentation.	
		7	Resource Type: Renewable Only, Storage Only, Co-located, Hybrid			
		8	Street Address 1:		(Closest address) (Coordinated and APN are correct)	
		9	Street Address 2:			
		10	City:			
		11	State:			
		12	Zip Code:			
		13	Project Country:			
		14	Latitude in Decimal Degrees:		Lat/long should be the centroid of the anticipated project footprint	
		15	Longitude in Decimal Degrees:		Lat/long should be the centroid of the anticipated project footprint	
		16	PV Contract Price- Bundled product (\$/MWh)			
		17	Storage Contract Price- Full Toll (\$/kWh-month)		* Pricing should assume a 20-year delivery term. Pricing must reflect the presumed ITC/PTC amounts provided under Financial Information below.	
CONTRACT TERMS	PRICING*	18	Proposed nameplate (MWac):			
	PV TECHNOLOGY DESCRIPTION	19	Minimum nameplate available to SDCP at the price offered (MWac)			
		20	If proposed nameplate is less than the full nameplate to be built at this POI, provide the total nameplate (MW)			
		21	Proposed Year 1 Expected Energy Deliveries (Gpoor, MWh):		Provide 8760 in line with year-1 deliveries (see PV 8760 profile tab)	
		22	Proposed annual Expected Energy Degradation %:			
		23	Technology Type:		e.g. lithium-ion battery, flow, etc.	
		24	Proposed nameplate (MWac power):			
		25	Duration at the maximum rated power (hours):		If more than one duration is available, submit separate proposal forms for each.	
		26	System capacity of maximum proposed nameplate (MWh):			
		27	Maximum charging capacity (MW):			
		28	Maximum discharging capacity (MW):			
	STORAGE TECHNOLOGY DESCRIPTION (AS APPLICABLE)	29	Min. max. and average state of charge (SOC):			
		30	Explanation of SOC min and max if not 0% and 100%, respectively:			
		31	Charging loss (h/ hour):			
		32	Discharging loss (h/ hour):			
		33	Leakage losses (h SOC loss/hour):		Assume 0% for lithium ion	
		34	Annual maximum number of cycles (h/year):		One cycle is defined as the gross discharge of the full battery capacity	
		35	Ramp rate (MW/hour):		If the system cannot ramp to full capacity within 5 minutes, please provide details in project narrative.	
		36	Does the project have flexibility for a hybrid vs co-located configuration? If not, why not?:			
		37	Describe any required restriction on grid charging:			
		38	Guaranteed Commercial Operation Date (COD):			
	CONTRACT GUARANTEES	39	Guaranteed Storage Capacity (MW):		Augmentation to maintain Guaranteed Capacity assumed.	
		40	Guaranteed Round Trip Efficiency (%):			
		41	Guaranteed Monthly Availability (%):		Subject to Operating Restrictions and Buyer dispatch tests	
		42	Interconnection Status:		Choose from drop down	
		43	Study Process:		Choose from drop down the study process applied to for the project. Rule 21 not applicable.	
		44	Queue Number:			
		45	Does the project have FQDS for the project?			
		46	Project Proxy Prode from drop down:		Prode used for modeling. Must have at least 2 years of historical data and be justifiably representative of the project's POI.	
		47	Project Proxy Prode (Other):		Provide if not available in the drop-down list in row above.	
		48	Briefly explain why this Proxy Prode was chosen for the POI:			
	DEVELOPMENT STATUS	INTERCONNECTION AND DELIVERY	49	Nearest substation at POI:		
			50	Planned capacity limit at the POI:		
			51	Assumed interconnection cost borne by project (\$):		Including any utility required SCADA equipment. Link to SDGRE Unit Cost Guide - <a href="https://www.sdge.com/sites/default/files/documents/2026-04/SDGE%20Updated%20Rule%21%20Unit%20Cost%20Guide%20-%202026%20draft.pdf">https://www.sdge.com/sites/default/files/documents/2026-04/SDGE%20Updated%20Rule%21%20Unit%20Cost%20Guide%20-%202026%20draft.pdf</a>
			52	Has the project secured site control? (Y/N):		
53			If the project has site control, does the proposal include documentation of site control? (Y/N):		If documentation is not provided that is sufficient to validate site control for all or a material portion of the project site, SDCP will assume no site control for the project.	
PERMITTING AND SITE CONTROL		54	Current site use and zoning:			
		55	Has site feasibility diligence been conducted for the project site? (Y/N):			
		56	If the project has performed such diligence, does the proposal include a narrative description? (Y/N):		Narrative description should include a summary of any site surveys, ESA Phase 1 Site Assessments, hydrology reports, etc.	
		57	What is the anticipated Authority Having Jurisdiction (AHJ)?			
		58	List major permits and approvals required for construction and operation (Conditional Use Permit, Notice of Determination, Environmental Impact Report/Study, environmental remediation) and status of each:			
FINANCIAL INFORMATION		59	Is the Project anticipated to require a federal Right of Way (ROW) permit? (Y/N):			
		60	What is the anticipated financing structure for the project?		E.g. balance sheet financed, construction loan, etc.	
		61	Will the PV resource capture the ITC or PTC?			
		62	If ITC, what is the presumed ITC % for the offered price?			
		63	If PTC, what is the presumed PTC % for the offered price?			
OTHER ENERGY PROJECT EVALUATION CRITERIA	DEVELOPER ORGANIZATION EXPERIENCE	64	Will the storage resource capture the ITC? (Y/N):			
		65	If yes to above, what is the presumed ITC % for the offered price?			
		66	Is the project currently eligible for the IBA's Energy Community ITC/PTC bonus incentive? (Y/N):			
		67	Credit Rating, if available:		Note the primary developer/owner's credit rating, if available, as determined by Moody's, Standard & Poor's and/or Fitch.	
		68	Guarantor, if applicable:		If applicable, note the organization that will be serving as guarantor for necessary project financing. Also note this organization's credit rating, if available, as determined by Moody's, Standard & Poor's and/or Fitch.	
	ENVIRONMENTAL STEWARDSHIP	69	Financial statements - most recent two years plus recent quarterly (attach):		SDCP can enter into an NDA if need be.	
		70	Years in business:			
		71	Years experience developing utility-scale renewable or storage projects in California:		Detail encouraged in an attached narrative.	
		72	PV: Number of similarly sized PV projects completed in the last 5 years:		Detail encouraged in an attached narrative.	
		73	PV: Total PV capacity developed w/in past 5 years (MWac):		Detail encouraged in an attached narrative.	
WORKFORCE DEVELOPMENT	74	Storage: Number of similarly sized storage projects completed in the last 5 years:		Detail encouraged in an attached narrative.		
	75	Storage: Total storage capacity developed w/in past 5 years (MWh):		Detail encouraged in an attached narrative.		
	76	If applicable, please describe if the project demonstrates unique societal, health, economic, or environmental benefits to the community:		Detail encouraged in an attached narrative.		
	77	If applicable, please describe any impacts to air pollution within communities that have been disproportionately impacted by the existing generating fleet:		Detail encouraged in an attached narrative.		
	78	Is the project located on currently or previously developed land? (Y/N):		Detail encouraged in an attached narrative.		
DEVELOPER STATUS		79	List all known or anticipated environmental issues on the project site, including any sensitive/listed species:		Detail encouraged in an attached narrative.	
		80	Describe how the project will address the objectives of SDCP's Inclusive and Sustainable Workforce Policy:		Detail encouraged in an attached narrative. Detail on SDCP's Inclusive and Sustainable Workforce Policy can be found in the RFP Protocol document.	
		81	Will the Project be constructed under a Project Labor Agreement?		Detail encouraged in an attached narrative.	
		82	Will the Project pay prevailing wages to a skilled and trained workforce?		Detail encouraged in an attached narrative.	
		83	How many construction jobs in the Project expected support?		Detail encouraged in an attached narrative.	
CONTACT INFORMATION	CONTACT 1	84	Is the developer, senior executives, or anyone with at least 10% ownership interest in Project or Parent, currently in bankruptcy, or a bankruptcy proceeding? (Y/N):		If Yes, please provide explanation in an attached narrative.	
		85	Has the developer, senior executives, or anyone with at least 10% ownership interest in Project or Parent claimed bankruptcy in past 5 years? (Y/N):		If Yes, please provide explanation in an attached narrative.	
		86	Is the developer, senior executives, or anyone with at least 10% ownership interest in Project or Parent involved in a dispute? (Y/N):		If Yes, please provide explanation in an attached narrative.	
		87	Is the Project in negotiations w/other party? (Y/N):		If Yes, please provide explanation in an attached narrative.	
		88	Name:			
CONTACT 2	89	Title:				
	90	Email:				
	91	Phone:				
	92	Address:				
	93	Name:				
CONTACT 2	94	Title:				
	95	Email:				
	96	Phone:				
	97	Address:				

Attachment B: Offer Form

"PV 8760 Profile" Tab

Developer Name:	Generator/Project Name	Date	MWH
0	0	1/1/2017 0:00	0.0000000
		1/1/2017 1:00	0.0000000
		1/1/2017 2:00	0.0000000
		1/1/2017 3:00	0.0000000
		1/1/2017 4:00	0.0000000
		1/1/2017 5:00	0.0000000
		1/1/2017 6:00	0.0000000
		1/1/2017 7:00	0.0348820
		1/1/2017 8:00	0.3892600
		1/1/2017 9:00	0.5998400
		1/1/2017 10:00	0.6358600
		1/1/2017 11:00	0.6242500
		1/1/2017 12:00	0.6250700
		1/1/2017 13:00	0.6351500
		1/1/2017 14:00	0.6160700
		1/1/2017 15:00	0.3661800
		1/1/2017 16:00	0.0331560
		1/1/2017 17:00	0.0000000
		1/1/2017 18:00	0.0000000
		1/1/2017 19:00	0.0000000
		1/1/2017 20:00	0.0000000
		1/1/2017 21:00	0.0000000
		1/1/2017 22:00	0.0000000
		1/1/2017 23:00	0.0000000
		1/2/2017 0:00	0.0000000
		1/2/2017 1:00	0.0000000
		1/2/2017 2:00	0.0000000
		1/2/2017 3:00	0.0000000
		1/2/2017 4:00	0.0000000
		1/2/2017 5:00	0.0000000
		1/2/2017 6:00	0.0000000
		1/2/2017 7:00	0.0360150
		1/2/2017 8:00	0.3586400
		1/2/2017 9:00	0.5987400
		1/2/2017 10:00	0.6321500
		1/2/2017 11:00	0.6234000
		1/2/2017 12:00	0.6238700
		1/2/2017 13:00	0.6198000
		1/2/2017 14:00	0.5937000
		1/2/2017 15:00	0.3477500
		1/2/2017 16:00	0.0341030
		1/2/2017 17:00	0.0000000
		1/2/2017 18:00	0.0000000
		1/2/2017 19:00	0.0000000
		1/2/2017 20:00	0.0000000
		1/2/2017 21:00	0.0000000

# **ATTACHMENT C**

## EXCLUSIVITY AGREEMENT

THIS EXCLUSIVITY AGREEMENT (the “**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between SAN DIEGO COMMUNITY POWER, a California joint powers authority (“**SDCP**”), and [INSERT ENTITY NAME], a [state and type of legal formation] (“**Respondent**”), with respect to the [INSERT PROJECT NAME] project (the “**Project**”). SDCP and Respondent may be referred to herein individually as a “Party” or collectively as the “Parties”.

### RECITALS

WHEREAS, Respondent submitted an offer to SDCP for the sale of [energy, capacity, environmental attributes] from the Project at a price of \$[ ] for a delivery term of [ ] years (the “**Offer**”);

WHEREAS, pursuant to the Offer, SDCP and Respondent desire to enter into exclusive, good faith negotiations for a defined negotiation period in order to negotiate, agree upon and execute a long-term renewable power purchase agreement (“**PPA**”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### I. Negotiations.

A. Good Faith Negotiations. SDCP and Respondent, acknowledging that time is of the essence, agree for the Negotiation Period (as defined below) to negotiate diligently and in good faith the terms and conditions of the PPA pursuant to which SDCP will purchase and Respondent will sell certain renewable energy. SDCP and Respondent may mutually agree during the term of the negotiations to adjust the scope of the Project, as the Parties deem necessary.

B. Exclusive Negotiations. With regard to the Offer, Respondent agrees to negotiate exclusively with SDCP and with no other party. Respondent represents and warrants that, during the Negotiation Period (as defined below): (i) it will not enter into any agreements nor otherwise directly, or indirectly, through any representatives or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any third party under which it or its affiliates may agree, conditionally or unconditionally to enter into a PPA for the output of the Project associated with the Offer; and (ii) it will promptly notify SDCP of any material change in circumstances that may affect Respondent’s ability to fulfill the terms of its offer, at any time from submission of the Offer to SDCP’s acceptance of the Offer, as evidenced by SDCP’s execution of a PPA, or Respondent’s withdrawal of the Offer. Respondent understands and agrees that any breach by Respondent of the above representations and warranties constitutes a material breach under this Agreement.

II. Term of Agreement.

The term of this Agreement shall be ninety (90) calendar days from the date of execution of this Agreement by SDCP (the “**Negotiation Period**”), unless earlier terminated by SDCP. SDCP may, in its sole discretion by and through its Executive Director or designee, agree to extend the Negotiation Period for thirty (30) additional calendar days to allow additional time for the negotiation and execution of the PPA (the “**Extension Period**”). If, upon expiration of the Negotiation Period, SDCP has not extended the Negotiation Period, or upon expiration of the Extension Period, this Agreement shall automatically terminate.

III. Deposit.

Respondent acknowledges and agrees that SDCP will expend, and has expended, considerable resources in the review of Respondent’s Offer and negotiation of the PPA during the Negotiation Period and any applicable Extension Period. In order to ensure Respondent’s commitment to the good faith negotiations contemplated herein, Respondent shall submit to SDCP, within seven (7) business days of execution of this Agreement by SDCP, a deposit in the amount of \$[\_\_\_\_\_]00 (\$3,000/MW of Project proposed guaranteed capacity) (*Exclusivity and Bid Deposit*) (“**Deposit**”). The Deposit is calculated based upon the offered quantity of [\_\_] MW of renewable generating capacity. The Deposit shall be in the form of cash or Letter of Credit to ensure that Respondent will proceed diligently and in good faith to negotiate and perform all of Respondent’s obligations under this Agreement. SDCP shall provide wire instructions to Respondent if Respondent requests to post the Deposit in the form of cash. Alternatively, Respondent may elect to provide 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 Respondent. The Letter of Credit should be sent by overnight delivery to:

Attn: Jannies Burlingame, Appointed Treasurer  
San Diego Community Power  
815 E Street, Unit 12716  
San Diego, CA 92112

IV. SDCP Termination; Deposit Forfeiture; Return of Deposit.

A. SDCP Termination; Deposit Forfeiture. In the event that SDCP determines in its reasonable discretion that Respondent is not negotiating diligently and in good faith, SDCP shall give written notice thereof to Respondent who shall then have three (3) business days to commence negotiating in good faith. Following the receipt of such notice, and the failure of Respondent to thereafter commence negotiating in good faith within three (3) business days, this Agreement may be terminated for cause by SDCP. In the event of termination for cause by SDCP, Respondent shall forfeit, and SDCP shall retain, the Deposit, and neither Party shall have any further rights against or liability to the other under this Agreement. Further, Respondent hereby acknowledges and agrees that Respondent will forfeit its Deposit and SDCP shall have the right to draw on the Deposit in its entirety,



as its sole and exclusive remedy, if (i) it is determined that Respondent made any material misrepresentations in the Offer, (ii) Respondent materially breaches its obligations under this Agreement, (iii) Respondent unilaterally withdraws the Offer or attempts to materially modify the terms of its Offer prior to the expiration of the Negotiation Period or Extension Period, as applicable, or (iv) prior to the expiration of the Negotiation Period or Extension Period, as applicable, Respondent enters into discussions with any third party under which such third party, or any of such third party's affiliates may agree, conditionally or unconditionally, to enter into a PPA for the sale of the capacity associated with the Offer.

B. Return of Deposit. The Deposit shall promptly be returned to Respondent in its entirety under one or more of the following conditions: (i) upon the automatic termination of this Agreement at the expiration of either the Negotiation Period or the Extension Period, as applicable; (ii) following execution of the PPA and provision of the required security in accordance with the terms of such PPA, (iii) failure of both SDCP and Respondent to agree on the terms of the PPA, or (iv) SDCP's termination of this Agreement. Upon return of the Deposit, neither Party shall have any further rights against or liability to the other under this Agreement.

V. Agreement Limitations.

This Agreement does not obligate SDCP to enter into a PPA or any other agreement with respect to Respondent's Offer. Respondent agrees that SDCP will not be obligated to enter into any transaction with Respondent unless and until a final negotiated PPA has been submitted for, and received, approval from the Board of Directors of SDCP, and is fully executed by the Parties thereto.

VI. Confidentiality.

Except to the extent that its counsel deems it necessary and required to comply with applicable laws, rules, or regulations, without prior written consent of the other Party, neither SDCP nor Respondent nor their respective consultants and/or advisors will make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of the substance of the discussions and negotiations described herein, including the existence of this Agreement. SDCP and Respondent acknowledge that these negotiations will require the exchange of confidential, sensitive business information and information regarding legal issues. It is acknowledged that the disclosure of this information to outside parties could jeopardize the effectiveness and ultimate successful conclusion of these negotiations or the implementation of any resulting agreement. Accordingly, SDCP and Respondent confirm their common interests with respect to the exchange of confidential, proprietary and privileged information. It is acknowledged that the exchange of such information shall not be considered a waiver of any claim of privilege, including the attorney-client, official information, and deliberative process privileges, as well as the work product doctrine, or to any other claim of confidential and proprietary protection. It is further acknowledged that neither Party has the right to waive the other Party's privileges or claims of confidentiality or to disclose the other Party's information to third parties without the consent of that other Party. It is the intent of the Parties that the full protections of the common interest doctrine and the joint defense privilege as set forth under California and federal case, regulatory and statutory law shall apply. This Agreement shall not be construed to preclude a Party from complying with any statutory, regulatory, judicial or other legal mandate or requirement to produce information and is effective only to the extent it is permitted under law. Each Party agrees to act in good faith and to reasonably cooperate with the other in protecting the confidentiality of any exchanged information including when information may be



legally compelled to be disclosed. This Agreement applies only to exchanged information not independently available. The termination of the Agreement shall not terminate any rights or obligations SDCP or Respondent may have under this provision.

VII. Assignment

Neither Party may assign this Agreement or any of the rights or obligations hereunder (including, without limitation, its rights and duties of performance) to any third party or entity without the prior written consent of the other Party which shall not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of each of the Parties hereto and, except as otherwise provided herein, their respective legal successors and permitted assigns.

VIII. Notices

All notices required under this Agreement shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. Notice shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Respondent:

SDCP: San Diego Community Power  
Attn: Managing Director, Power Services  
PO Box 12716  
San Diego, CA 92112

IX. Counterparts

This Agreement may be signed in counterparts and delivered electronically, each of which when signed and delivered shall be deemed an original, all of which taken together shall constitute one agreement.

X. Attorney's Fees.

In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

XI. Governing Law & Venue.

This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflicts of laws. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be any federal or state court of competent jurisdiction



located in San Diego County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. The Parties agree to waive any and all rights to request that an action be transferred for trial to another county.

XII. Limitation of 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 of this Agreement.

XIII. Entire Agreement.

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement.

*[Signatures Follow on Next Page.]*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date this Agreement is signed by SDCP.

SAN DIEGO COMMUNITY POWER, a California  
joint powers authority

Date: \_\_\_\_\_

By: \_\_\_\_\_

[INSERT RESPONDENT ENTITY NAME]

Date: \_\_\_\_\_

By: \_\_\_\_\_



# **ATTACHMENT D**

## RENEWABLE GENERATION TERM SHEET

THIS RENEWABLE GENERATION \ TERM SHEET (the “**Term Sheet**”) is entered into as of [\_\_\_\_\_] (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 (the “**PPA**”) to be negotiated between SDCP (“**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.

### 1. Terms and Conditions.

<b>Facility:</b>	A [ ] MW [renewable energy facility] located in [ ] County, in the State of [ ].
<b>Guaranteed Capacity:</b>	[ ] MW <sub>AC</sub> .
<b>Product:</b>	Facility Energy, Green Attributes (PCC1), Capacity Attributes, Imbalance Reserves, Ancillary Services, any other existing products and products that may be developed or evolve from time to time during the Contract Term that the Facility is able to provide as the Facility is configured on the Commercial Operation Date
<b>Contract Price:</b>	<p>\$[ ]/MWh (flat) with no escalation.</p> <p>If after the Effective Date of the PPA, the Renewable Energy Incentives are increased from the current credit amount of [XX percent (XX%), e.g., 26% (twenty-six percent)], Seller and Buyer shall each be entitled to equally share in the additional net benefits with a commensurate reduction in the Contract Price for Buyer.</p>
<b>Compensation</b>	<p>Buyer shall pay Seller the Contract Price for each MWh of Facility Energy plus the amount of Deemed Delivered Energy (as adjusted by the Curtailment Cap), for the relevant month, up to one hundred five percent (105%) of the Expected Energy for each Contract Year. [If applicable, the Contract Price shall be subject to a Settlement Point adjustment. The “Settlement Point” shall be [pNode/SP-15].]</p> <p>If Facility Energy and Deemed Delivered Energy exceeds one hundred five percent (105%) of the Expected Energy for the Contract Year, the price for each MWh of Facility 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%)</p>

	of the Contract Price. If Facility Energy and Deemed Delivered Energy exceeds one hundred fifteen (115%) of the Expected Energy for the Contract Year, no payment shall be owed by Buyer for excess deliveries or Deemed Delivered Energy.
<b>Delivery Term:</b>	[20] Contract Years.
<b>Interconnection Point:</b>	[XX substation/on-site CAISO meter]. Seller shall be responsible for all costs of interconnecting the Facility to the Interconnection Point.
<b>Settlement Point:</b>	The Facility pnode on the CAISO Grid
<b>Scheduling Coordinator:</b>	Buyer or Buyer's agent
<b>Seller Security Requirements:</b>	<p><b>"Development Security"</b> – \$90/kW multiplied by the Guaranteed Contract Capacity</p> <p><b>"Performance Security"</b> – \$105/kW multiplied by the Installed Capacity</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date in the form of cash or a Letter of Credit.</li> </ul> <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>
<b>Guaranteed Milestones</b>	<p>[mm/dd/yyyy] –Guaranteed Construction Start Date</p> <p>[mm/dd/yyyy] –Guaranteed Commercial Operation Date</p>
<b>Guaranteed Commercial Operation Date (GCOD):</b>	<p><b>"Guaranteed Commercial Operation Date"</b> or "<b>GCOD</b>" means [ ].</p> <ul style="list-style-type: none"> <li>• to the extent that Seller has taken all commercially reasonable actions to meet its requirements and deadlines, the GCOD may be extended on a day-for-day basis under the Development Cure Period; and</li> <li>• Seller shall have the option to pay daily delay damages in the amount of the Development Security divided by ninety (90) to Buyer in advance (the "<b>COD Delay Damages</b>") to extend the Guaranteed Commercial Operation Date by up to ninety (90) days.</li> </ul> <p>Failure to achieve COD on or before the GCOD, as such date may be extended pursuant to the PPA is an Event of Default.</p>



<p><b>Environmental Attributes:</b></p>	<p>Buyer shall be entitled to renewable energy credits (“<b>RECs</b>”) and any other environmental attributes associated with 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>
<p><b>Expected Energy:</b></p>	<p>“<b>Expected Energy</b>” means [ ] MWh during the first Contract Year and for each subsequent Contract Year thereafter during the Delivery Term, subject to [ ]% degradation per Contract Year.</p>
<p><b>Guaranteed Energy Production:</b></p>	<p>Seller shall deliver to Buyer no less than the Guaranteed Energy Production in each Performance Measurement Period.</p> <p>The “<b>Guaranteed Energy Production</b>” or “<b>GEP</b>” means an amount of Facility Energy, as measured in MWh, equal to the total Expected Energy for the applicable Performance Measurement Period multiplied by 85%</p> <p>The “<b>Performance Measurement Period</b>” 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) the amount of Energy that would have been delivered but for Force Majeure Events, Curtailments, System Emergencies or Buyer Default.</p> <p>If Seller fails to achieve the GEP during any Performance Measurement Period, Seller shall (a) pay to Buyer liquidated damages calculated as the replacement price for energy plus Green Attributes multiplied by the GEP shortfall. As an alternative to paying GEP liquidated damages, Seller may, with the prior consent of Buyer, provide Replacement Product in an amount not to exceed [ ]% of the Expected Energy for the previous Contract Year.</p>
<p><b>Guaranteed RA Amount:</b></p>	<p>“<b>Guaranteed RA Amount</b>” means, for any Showing Month, the Qualifying Capacity assigned to the Facility by the CPUC during the hour corresponding to the Maximum Hourly RA Capacity, <i>minus</i> Administrative NQC Reduction in the applicable Showing Month.</p> <p>“<b>Maximum Hourly RA Capacity</b>” means, for any Showing Month, the highest hourly quantity of Qualifying Capacity for the Facility in such Showing Month.</p> <p>“<b>Administrative NQC Reduction</b>” means a reduction in the maximum achievable Net Qualifying Capacity of the Facility that cannot be avoided by and is beyond the reasonable control of and without the fault or negligence of Seller that has been generally applied to resources materially similar to the Facility in terms of technology type, market and operational characteristics (including those characteristics specified in the CPUC Master Resource Database), including any methodology that incorporates fleet averages or other average outage rates.</p>



<p><b>Resource Adequacy Failure:</b></p>	<p>If in any month of the Delivery Term the Delivered RA is less than the Guaranteed RA Amount, Seller shall pay to Buyer damages equal to the sum of (i) the product of (A) the RA Shortfall Amount, and (B) the CPUC System RA Penalty and/or the CPM Soft Offer Cap assessed against Buyer as a result of such RA Shortfall Amount, if any, and (ii) Buyer’s cost of procuring replacement Resource Adequacy Benefits in a quantity up to the amount of the RA Shortfall Amount, or if Buyer did not purchase replacement Resource Adequacy Benefits, the market cost of Resource Adequacy Benefits not purchased by Buyer in a quantity up to the amount of the RA Shortfall Amount, as reasonably determined by Buyer.</p> <p><b>“Delivered RA”</b> means an amount, expressed in MW, calculated for the applicable Showing Month as the sum of (a) the amount of Net Qualifying Capacity of the Facility for the hour corresponding to the Maximum Hourly RA Capacity for such Showing Month able to be shown on Buyer’s monthly or annual Resource Adequacy Plans to the CAISO and CPUC and able to be counted as Resource Adequacy Benefits by both the CAISO and CPUC, (b) Deemed Delivered RA, and (c) Replacement RA.</p> <p><b>“Deemed Delivered RA”</b> means, for the applicable Showing Month, the amount of Net Qualifying Capacity, expressed in MW, that the Facility would have been able to deliver as Resource Adequacy Benefits for the hour corresponding to the Maximum Hourly RA Capacity, but for (a) a Force Majeure Event, or (b) Planned Outages permitted by the terms of this Agreement to the extent such Planned Outages reduce the maximum achievable Net Qualifying Capacity of the Facility for the hour corresponding to the Maximum Hourly RA Capacity.</p>
<p><b>Dispatch Down/Buyer Bid Curtailment</b></p>	<p>Seller agrees to reduce the amount of Energy produced by the Facility, by the amount and for the period set forth in any Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment; <i>provided</i>, Seller is not required to reduce such amount to the extent it is inconsistent with the limitations of the Facility.</p> <p><b>“Buyer Curtailment Order”</b> means the instruction from Buyer to Seller to reduce Delivered Energy from the 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><b>“Buyer Bid Curtailment”</b> means the occurrence of both of the following:</p> <p>(a) the CAISO provides notice to a Party or the Scheduling Coordinator for the Facility, requiring the Party to deliver less Facility Energy than the full amount of Energy forecasted in accordance with Section 4.5 to be produced from the Facility for a period of time;</p>



(b) for the same time period as referenced in (a), the notice referenced in (a) results from the manner in which Buyer or the SC schedules or bids the Facility or Energy, including where Buyer or the SC for the Facility:

(i) did not submit a Self-Schedule or an Energy Supply Bid for the MW subject to the reduction; or

(ii) submitted an Energy Supply Bid and the CAISO notice referenced in (a) is solely a result of CAISO implementing the Energy Supply Bid; or

(iii) submitted a Self-Schedule for less than the full amount of Energy forecasted to be generated by or delivered from the Facility.

If the Facility is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event or a Curtailment Period during the same time period as referenced in (a), then the calculation of Deemed Delivered Energy during such period shall not include any Facility Energy that was not generated due to such Planned Outage, Forced Facility Outage, Force Majeure Event or Curtailment Period.

**“Curtailment Cap”** is the quantity per Contract Year, in MWh, equal to fifty (50) hours multiplied by the Guaranteed Capacity.

**“Deemed Delivered Energy”** means the amount of Facility Energy, expressed in MWh, in excess of the Curtailment Cap that the Facility would have produced and delivered to the Delivery Point, but that is not produced by the Facility during a Buyer Curtailment Period, which amount shall be calculated using (a) 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 (b) the amount of 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).

Seller shall receive no compensation from Buyer for (i) Delivered Energy or Deemed Delivered Energy during any Curtailment Period and (ii) Deemed Delivered Energy in amounts below the Curtailment Cap.

If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh of Generating Facility Energy that is delivered by the Facility to the Delivery Point in contradiction to the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such excess MWh and, (B) is the sum, for all Settlement Intervals with a Negative LMP during the Buyer Curtailment Period or Curtailment Period, of the absolute value of the product of such excess MWh in each Settlement Interval and the Negative LMP for such Settlement Interval, and (C) is any penalties assessed by the CAISO or other charges assessed by the CAISO resulting from



	Seller's failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order.
<b>Facility Outages:</b>	<p>Seller shall schedule all Planned Outages within the time period determined by the CAISO to qualify for an "Approved Maintenance Outage" under the CAISO Tariff. Seller shall reimburse Buyer for any cost Buyer incurs in connection with a Planned Outage including the cost of any replacement Capacity Attributes as required by the CAISO. Seller shall limit Planned Outage to periods of the day when Seller does not reasonably believe the Facility will be dispatched.</p> <p>No Planned Outages shall be scheduled from June 1 to October 31 during the Delivery Term, unless approved by Buyer in its sole discretion. Seller shall provide RA Substitute Capacity as required by CAISO and failure to comply shall be deemed an RA shortfall for the purpose of calculating liquidated damages.</p>
<b>Compliance Expenditure Cap:</b>	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 Agreement with respect to obtaining, maintaining, conveying or effectuating Buyer's use of Environmental Attributes or Capacity Attributes, (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 \$[ ] per MW of Contract 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.
<b>Workforce Standards</b>	Seller shall use commercially reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform construction work or provide services at the Site related to construction of the Facility are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable Laws, if any (" <b>Prevailing Wage Requirement</b> "). Additionally, Seller shall [project-specific commitments pertaining to union, local and/or other workforce commitments to be inserted]. Nothing herein shall require Seller, its contractors and subcontractors to comply with, or assume liability arising from or related to any inapplicable provisions of any applicable labor Laws.
<b>Seller Events of Default:</b>	<p>Seller Events of Default include, but are not limited to, the occurrence of any of the following:</p> <ul style="list-style-type: none"> <li>• in 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;</li> <li>• in any Contract Year, the Adjusted Energy Production amount is not at least fifty percent (50%) of the Expected Energy amount in such Contract Year;</li> </ul>



	<ul style="list-style-type: none"> <li>• in any two (2) consecutive Contract Year period, the Adjusted Energy Production amount is not at least sixty-five percent (65%) of the Expected Energy amount for such 2 year period;</li> <li>• 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 the PPA.</li> </ul>
<p><b>Remedies for Default</b></p>	<ul style="list-style-type: none"> <li>• If the Agreement is terminated prior to the COD for a Seller Event of Default, Seller shall pay Buyer a Damage Payment in the amount of the Development Security and Buyer shall retain all amounts paid as Delay Damages.</li> <li>• If the Agreement is terminated prior to the COD for (a) a Buyer Event of Default or (b) any Event of Default by either Party after the COD, the Defaulting Party shall owe a Termination Payment to the Non-Defaulting Party in the amount of the Non-Defaulting Party's Gains minus Losses. If the Termination Payment is negative, no damages shall be owed.</li> <li>• If the Agreement is terminated prior to the COD for any reason other than a Buyer Event of Default, for the two (2) year period following such termination, Seller and its Affiliates may not sell, market or deliver Product to any entity other than Buyer unless Seller first offers the Product to Buyer on terms materially similar to the terms and conditions in the Agreement, including price.</li> </ul>

**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 (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 E**

## RENEWABLE GENERATION AND ENERGY STORAGE TERM SHEET

THIS RENEWABLE GENERATION AND ENERGY STORAGE TERM SHEET (the “**Term Sheet**”) is entered into as of [ ] (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 and energy storage product (the “**PPA**”) to be negotiated between SDCP (“**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.

The following Term Sheet presumes a [co-located] [hybrid] resources<sup>1</sup> within the CAISO market, with [separate CAISO meters] [a single CAISO meter] for the Generating Facility and Storage Facility.

### 1. Terms and Conditions.

<b>Description of Facility:</b>	A [ ] MW photovoltaic and [ ] MW [ ] -hour battery energy storage project located in [ ] County, in the State of [ ].
<b>Contract Capacity:</b>	The sum of the Guaranteed Generating Capacity and the Guaranteed Storage Capacity. <ul style="list-style-type: none"> <li>Guaranteed Generating Capacity is [ ] MW<sub>AC</sub>.</li> <li>Guaranteed Storage Capacity is [ ] MW for [ ]-hour discharge</li> </ul>
<b>Product</b>	Generating Facility Energy, Green Attributes (PCC1), Capacity Attributes, Effective Storage Capacity, Discharging Energy, Imbalance Reserves, Ancillary Services, any other existing products and products that may be developed or evolve from time to time during the Contract Term that the Facility is able to provide as the Facility is configured on the Commercial Operation Date
<b>Ancillary Services Capability:</b>	All Ancillary Services, products and other attributes, if any, associated with the Installed Capacity of the Facility, including spinning reserve, non-spinning reserve, regulation up, regulation down, as each is defined in the CAISO Tariff
<b>Contract Price:</b>	Renewable Rate: \$[ ]/MWh (flat) with no escalation.  Storage Rate:

<sup>1</sup> This draft Term Sheet reflects a co-located project and necessary adjustments will be made during the term sheet negotiations period for hybrid projects.

	<p>[\$_____] /kW-month (flat) with no escalation.</p> <p>If after the Effective Date of the PPA, the Renewable Energy Incentives are increased from the current credit amount of [XX percent (XX%), e.g., 26% (twenty-six percent)], Seller and Buyer shall each be entitled to equally share in the additional net benefits with a commensurate reduction in the Renewable and/or Storage Rate for Buyer.</p>
<b>Delivery Term:</b>	[20] Contract Years.
<b>Interconnection Point:</b>	Seller shall be responsible for all costs of interconnecting the Facility to the Interconnection Point.
<b>Settlement Point:</b>	[The Facility pnode on the CAISO Grid]
<b>Capacity Area:</b>	CAISO System, SD-IV
<b>Scheduling Coordinator:</b>	Buyer or Buyer's agent
<b>RA Guarantee Date and Deliverability:</b>	<p>"<b>RA Guarantee Date</b>" means Commercial Operation Date.</p> <p>The Facility shall have Full Capacity Deliverability Status ("<b>FCDS</b>") in the amount of the Contract Capacity by the Commercial Operation Date and shall maintain FCDS throughout the Delivery Term.</p>
<b>Compensation</b>	<p>(a) <b>Renewable Payment.</b> Buyer shall pay Seller the Renewable Rate for each MWh of Generating Facility Energy plus the amount of Deemed Delivered Energy (as adjusted by the Curtailment Cap), for the relevant month, up to one hundred five percent (105%) of the Expected Energy for each Contract Year.</p> <ul style="list-style-type: none"> <li>If Generating Facility Energy and Deemed Delivered Energy exceeds one hundred five percent (105%) of the Expected Energy for the Contract Year, the price for each MWh of Generating Facility 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. If Generating Facility Energy and Deemed Delivered Energy exceeds one hundred fifteen (115%) of the Expected Energy for the Contract Year, no payment shall be owed by Buyer for excess deliveries or Deemed Delivered Energy.</li> </ul> <p>(b) <b>Storage Payment.</b> The Storage Rate multiplied by the Effective Storage Capacity (as determined by the most recent Capacity Test), multiplied by the Availability Adjustment.</p>
<b>Seller Security Requirements:</b>	" <b>Development Security</b> " – \$90/kW multiplied by the Guaranteed Contract Capacity



	<p><b>“Performance Security”</b> – \$105/kW multiplied by the Installed Capacity</p> <p><b>“Contract Capacity”</b> means the sum of the Guaranteed Generating Capacity and the Guaranteed Storage Capacity.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date in the form of cash or a Letter of Credit.</li> </ul> <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>
<b>Guaranteed Milestones</b>	<p>[mm/dd/yyyy] –Guaranteed Construction Start Date</p> <p>[mm/dd/yyyy] –Guaranteed Commercial Operation Date</p>
<b>Guaranteed Construction Start Date:</b>	<p>The <b>“Guaranteed Construction Start Date”</b> or <b>“GCSD”</b> means [Date]</p> <p>To the extent that Seller has taken all commercially reasonable actions to meet its requirements and deadlines, the GCSD may be extended (i) day-for-day, up to a total of one hundred twenty (120) days on a cumulative basis (the <b>“Development Cure Period”</b>), for delays arising out of: (a) a Force Majeure Event, (b) the Interconnection Facilities or Reliability Network Upgrades are not complete and ready for interconnection of the Facility by the Guaranteed Commercial Operation Date (<b>“GCOD”</b>), or (c) Buyer has not made all necessary arrangements to receive energy at the Delivery Point by the GCOD. An extension of the Guaranteed Construction Operation Date due to a Development Cure Period extends both the GCSD and the Guaranteed COD simultaneously; and (ii) Seller may pay daily delay damages in the amount of the Development Security divided by one hundred twenty (120) to Buyer in advance (the <b>“Construction Delay Damages”</b>) to extend the Guaranteed Construction Start Date by up to one hundred twenty (120) days. Failure to achieve Construction Start on or before the GCSD, as such date may be extended pursuant to the PPA, shall constitute an Event of Default.</p>
<b>Guaranteed Commercial Operation Date (GCOD):</b>	<p><b>“Guaranteed Commercial Operation Date”</b> or <b>“GCOD”</b> means [_____].</p> <ul style="list-style-type: none"> <li>• to the extent that Seller has taken all commercially reasonable actions to meet its requirements and deadlines, the GCOD may be extended on a day-for-day basis under the Development Cure Period; and</li> <li>• Seller shall have the option to pay daily delay damages in the amount of the Development Security divided by ninety (90) to Buyer in advance (the <b>“COD Delay Damages”</b>) to extend the Guaranteed Commercial Operation Date by up to ninety (90) days.</li> </ul> <p>Failure to achieve COD on or before the GCOD, as such date may be extended pursuant to the PPA is an Event of Default.</p>



<b>Guaranteed Storage Availability</b>	[Ninety-eight percent (98%)].
<b>Monthly Storage Availability Calculation:</b>	A percentage that represents the total number of hours, or partial hours, in the month during which the Facility was available to charge and discharge Energy between the Facility and the Delivery Point and to provide Ancillary Services at the Delivery Point. Excused Hours which are not included in Available Hours include Buyer Dispatched Tests or Operating Restrictions.
<b>Availability Adjustment:</b>	<p>If the Monthly Storage Capacity Availability during any month of the Delivery Period is less than the Guaranteed Storage Availability, the Monthly Storage Capacity Payment shall be multiplied by an Availability Adjustment (“<b>Availability Adjustment</b>” or “<b>AA</b>”) calculated as follows:</p> <p>(i) If the Monthly Storage Capacity Availability is greater than or equal to the Guaranteed Storage Availability, then: AA = 100%</p> <p>(ii) If the Monthly Storage Capacity Availability is less than the Guaranteed Storage Availability, but greater than or equal to 70%, then: AA = The lesser of the Monthly Storage Capacity Availability or 100% - [(Guaranteed Storage Availability - Monthly Storage Capacity Availability) × 2]</p> <p>(iii) If the Monthly Storage Capacity Availability is less than 70%, then: AA = 0</p>
<b>Guaranteed Efficiency Rate:</b>	[ ] percent ([ ]%) for all Contract Years
<b>Minimum Efficiency Rate:</b>	Seventy percent (70%) for all Contract Years
<b>Efficiency Rate Liquidated Damages</b>	If during any month during the Delivery Term, the Efficiency Rate is less than the Guaranteed Efficiency Rate, Seller shall pay liquidated damages to Buyer calculated as the total Charging Energy for the month multiplied by the percentage by which the Efficiency Rate is less than the Guaranteed Efficiency Rate multiplied by Buyer’s average cost of procuring Charging Energy.
<b>Storage Maximum Annual Throughput</b>	[XX] MWh per Contract Year.
<b>Environmental Attributes:</b>	Buyer shall be entitled to renewable energy credits (“ <b>RECs</b> ”) and any other environmental attributes associated with Generating Facility Energy. Seller shall transfer RECs associated with the generation from the Facility for each



	<p>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>
<b>Expected Energy (Generating Facility):</b>	<p>“<b>Expected Energy</b>” means [ ] MWh during the first Contract Year and for each subsequent Contract Year thereafter during the Delivery Term, subject to [ ]% degradation per Contract Year.</p>
<b>Guaranteed Energy Production:</b>	<p>Seller shall deliver to Buyer no less than the Guaranteed Energy Production in each Performance Measurement Period.</p> <p>The “<b>Guaranteed Energy Production</b>” or “<b>GEP</b>” 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 “<b>Performance Measurement Period</b>” 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) the amount of Energy that would have been delivered but for Force Majeure Events, Curtailments, System Emergencies or Buyer Default.</p> <p>If Seller fails to achieve the GEP during any Performance Measurement Period, Seller shall (a) pay to Buyer liquidated damages calculated as the replacement price for energy plus Green Attributes multiplied by the GEP shortfall. As an alternative to paying GEP liquidated damages, Seller may, with the prior consent of Buyer, provide Replacement Product in an amount not to exceed [ ]% of the Expected Energy for the previous Contract Year.</p>
<b>Guaranteed RA Amount:</b>	<p>“<b>Guaranteed PV RA Amount</b>” means, for any Showing Month, the Qualifying Capacity assigned to the Generating Facility by the CPUC during the hour corresponding to the Maximum Hourly RA Capacity, <i>minus</i> Administrative NQC Reduction in the applicable Showing Month.</p> <p>“<b>Maximum Hourly RA Capacity</b>” means, for any Showing Month, the highest hourly quantity of Qualifying Capacity for the Generating Facility in such Showing Month.</p> <p>“<b>Guaranteed Storage RA Amount</b>” means, for any Showing Month, the amount of Qualifying Capacity that is able to be shown for each hour of the Resource Duration, expressed in MW, equal to the Installed Storage Capacity of the Storage Facility, <i>minus</i> Administrative NQC Reduction in the applicable Showing Month.</p> <p>“<b>Administrative NQC Reduction</b>” means a reduction in the maximum achievable Net Qualifying Capacity of the Generating Facility or Storage Facility able to be shown for each hour of the Resource Duration, as applicable, that cannot be avoided by and is beyond the reasonable control</p>



	<p>of and without the fault and negligence of Seller, due to a reduction that has been generally applied to resources materially similar to the Generating Facility or Storage Facility, as applicable, in terms of type, market and operational characteristics (including those characteristics specified in the CPUC Master Resource Database), including any methodology that incorporates fleet averages or other average outage rates.</p> <p><b>“Resource Duration”</b> means the number of continuous hours of discharge set forth on the Cover Sheet.</p>
<p><b>Resource Adequacy Failure:</b></p>	<p>If, in any month of the Delivery Term, the Delivered PV RA is less than the Guaranteed PV RA Amount and/or the Delivered Storage RA is less than the Guaranteed Storage RA Amount, Seller shall pay to Buyer damages equal to the sum of (i) the product of (A) the RA Shortfall Amount, and (B) the CPUC System RA Penalty and/or the CPM Soft Offer Cap assessed against Buyer as a result of such RA Shortfall Amount, if any, and (ii) Buyer’s cost of procuring replacement Resource Adequacy Benefits in a quantity up to the amount of the RA Shortfall Amount, or if Buyer did not purchase replacement Resource Adequacy Benefits, the market cost of Resource Adequacy Benefits not purchased by Buyer in a quantity up to the amount of the RA Shortfall Amount, as reasonably determined by Buyer.</p>
<p><b>Dispatch Down/Buyer Bid Curtailment</b></p>	<p>Seller agrees to reduce the amount of Generating Facility Energy produced by the Generating Facility, by the amount and for the period set forth in any Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment; <i>provided</i>, Seller is not required to reduce such amount to the extent it is inconsistent with the limitations of the Generating Facility.</p> <p><b>“Buyer Curtailment Order”</b> 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><b>“Buyer Bid Curtailment”</b> means the occurrence of both of the following:</p> <p>(a) the CAISO provides notice to a Party or the Scheduling Coordinator for the Facility, requiring the Party to deliver less Generating Facility Energy than the full amount of Energy forecasted in accordance with Section 4.5 to be produced from the Generating Facility for a period of time;</p> <p>(b) for the same time period as referenced in (a), the notice referenced in (a) results from the manner in which Buyer or the SC schedules or bids the Generating Facility or Generating Facility Energy, including where Buyer or the SC for the Generating Facility:</p> <p>(i) did not submit a Self-Schedule or an Energy Supply Bid for the MW subject to the reduction; or</p> <p>(ii) submitted an Energy Supply Bid and the CAISO notice referenced in</p>



	<p>(a) is solely a result of CAISO implementing the Energy Supply Bid; or</p> <p>(iii) submitted a Self-Schedule for less than the full amount of Generating Facility Energy forecasted to be generated by or delivered from the Generating Facility.</p> <p>If the Generating Facility is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event or a Curtailment Period during the same time period as referenced in (a), then the calculation of Deemed Delivered Energy during such period shall not include any Generating Facility Energy that was not generated due to such Planned Outage, Forced Facility Outage, Force Majeure Event or Curtailment Period.</p> <p><b>“Curtailment Cap”</b> is the quantity per Contract Year, in MWh, equal to fifty (50) hours multiplied by the Guaranteed Generating Capacity.</p> <p><b>“Deemed Delivered Energy”</b> 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); <i>provided</i> that, if the applicable difference is negative, the Deemed Delivered Energy shall be zero (0).</p> <p>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.</p> <p>If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh of Generating Facility Energy that is delivered by the Facility to the Delivery Point in contradiction to the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such excess MWh and, (B) is the sum, for all Settlement Intervals with a Negative LMP during the Buyer Curtailment Period or Curtailment Period, of the absolute value of the product of such excess MWh in each Settlement Interval and the Negative LMP for such Settlement Interval, and (C) is any penalties assessed by the CAISO or other charges assessed by the CAISO resulting from Seller’s failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order.</p>
<p><b>Facility Outages:</b></p>	<p>Seller shall schedule all Planned Outages within the time period determined by the CAISO to qualify for an “Approved Maintenance Outage” under the CAISO Tariff. Seller shall reimburse Buyer for any cost Buyer incurs in</p>



	<p>connection with a Planned Outage including the cost of any replacement Capacity Attributes as required by the CAISO).</p> <p>No Planned Outages shall be scheduled from June 1 to October 31 during the Delivery Term, unless approved by Buyer in its sole discretion. Seller shall provide RA Substitute Capacity as required by CAISO and failure to comply shall be deemed an RA shortfall for the purpose of calculating liquidated damages.</p>
<b>Storage Capacity Tests</b>	<p>Upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Storage Capacity Test prior to the Commercial Operation Date.</p> <p>Following the Commercial Operation Date, at least fifteen (15) days in advance of the start of each Contract Year, upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Storage Capacity Test. The Efficiency Rate and Storage Capacity determined pursuant to a Storage Capacity Test shall become the new Storage Contract Capacity and Efficiency Rate at the beginning of the day following the completion of the test for calculating the Storage Rate and all other purposes under this Agreement.</p>
<b>Compliance Expenditure Cap:</b>	<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 Agreement with respect to obtaining, maintaining, conveying or effectuating Buyer's use of Environmental Attributes or Capacity Attributes, (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 \$[ ] per MW of Contract 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>
<b>Workforce Standards</b>	<p>Seller shall use commercially reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform construction work or provide services at the Site related to construction of the Facility are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable Laws, if any ("<b>Prevailing Wage Requirement</b>"). Additionally, Seller shall [project-specific commitments pertaining to union, local and/or other workforce commitments to be inserted]. Nothing herein shall require Seller, its contractors and subcontractors to comply with, or assume liability arising from or related to any inapplicable provisions of any applicable labor Laws.</p>
<b>Seller Events of Default:</b>	<p>Seller Events of Default include, but are not limited to, the occurrence of any of the following:</p>



	<ul style="list-style-type: none"> <li>• in 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;</li> <li>• in any Contract Year, the simple average of the Monthly Storage Availability for such Contract Year is not at least seventy percent (70%), subject to a Storage Cure Plan not to exceed one hundred eighty (180) days;</li> <li>• in any Contract Year, the Adjusted Energy Production amount is not at least fifty percent (50%) of the Expected Energy amount in such Contract Year;</li> <li>• in any two (2) consecutive Contract Year period, the Adjusted Energy Production amount is not at least sixty-five percent (65%) of the Expected Energy amount for such 2 year period;</li> <li>• in any rolling twelve (12) month period, the average Efficiency Rate is less than seventy percent (70%);</li> <li>• the Effective Storage Capacity is not equal to at least seventy-five percent (75%) of the Installed Storage Capacity for more than three hundred sixty-five (365) days;</li> <li>• 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 the PPA.</li> </ul>
<b>Remedies for Default</b>	<ul style="list-style-type: none"> <li>• If the Agreement is terminated prior to the COD for a Seller Event of Default, Seller shall pay Buyer a Damage Payment in the amount of the Development Security and Buyer shall retain all amounts paid as Delay Damages.</li> <li>• If the Agreement is terminated prior to the COD for (a) a Buyer Event of Default or (b) any Event of Default by either Party after the COD, the Defaulting Party shall owe a Termination Payment to the Non-Defaulting Party in the amount of the Non-Defaulting Party's Gains minus Losses. If the Termination Payment is negative, no damages shall be owed.</li> <li>• If the Agreement is terminated prior to the COD for any reason other than a Buyer Event of Default, for the two (2) year period following such termination, Seller and its Affiliates may not sell, market or deliver Product to any entity other than Buyer unless Seller first offers the Product to Buyer on terms materially similar to the terms and conditions in the Agreement, including price.</li> </ul>



## 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**").

(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 F:**  
CBVRP Methodology and Reviewing Representative  
Report [CONFIDENTIAL]

Final Report | 12/29/2025

# Reviewing Representative Report on Confidential Benchmark Value Reference Price for Disadvantaged Communities Green Tariff Solicitation

San Diego Community Power

Prepared by:



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# Table of Contents

## Executive Summary

- Section 1 Introduction..... 1-1**
- Section 2 Role and Responsibilities of Reviewing Representative ..... 2-1**
  - Resolution E-5367..... 2-1
- Section 3 History of DAC-GT CBVRP and Price Cap Regulation ..... 3-1**
  - DAC-GT Price Cap Regulation ..... 3-1
- Section 4 DAC-GT CBVRP Analysis Approach ..... 4-1**
  - Review of SDCP’s Calculation Methodology for the CBVRP ..... 4-1
  - Assessment of Compliance with Resolution E-5367 Requirements..... 4-1
  - Reasonableness of SDCP’s Contract Survey ..... 4-2
- Section 5 NewGen Assessment and Conclusions ..... 5-1**
  - SDCP’s Proposed CBVRP Calculation ..... 5-1
  - Assessment of Compliance with Resolution E-5367 Requirements..... 5-2
  - Reasonableness of SDCP’s Contract Survey ..... 5-3
  - Conclusion ..... 5-8

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## EXECUTIVE SUMMARY

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This report was compiled by NewGen Strategies & Solutions (NewGen), as the Reviewing Representative for San Diego Community Power (SDCP), to assess the reasonableness of SDCP's Confidential Benchmark Value Reference Price (CBVRP) values. The CBVRP values will be used as price caps for evaluating resource contract bids in SDCP's upcoming Disadvantaged Communities Green Tariff (DAC-GT) solicitation. NewGen reviewed the executed SDCP contracts used by SDCP to create the price inputs for the CBVRP values, evaluating the contracts' fulfillment of the California Public Utilities Commissions (CPUC) mandates for calculating the CBVRP. After assessing the reasonableness of SDCP's contracts for the formulation of the CBVRP, the calculation of the CBVRP values, and SDCP's proposed application of the CBVRP values in its upcoming DAC-GT solicitation, NewGen has concluded that SDCP's CBVRP values are reasonable and satisfy the applicable CPUC regulatory requirements.

# Section 1

## INTRODUCTION

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NewGen was retained by SDCP as an authorized Reviewing Representative to assess the reasonableness and regulatory compliance of SDCP’s calculation of CBVRP values for its upcoming DAC-GT solicitation for Q1 2026. The CBVRP values represent price caps for resource contracts bid into the DAC-GT solicitations. Community Choice Aggregators, such as SDCP, are not expected to accept bids that exceed the price “threshold” of the CBVRP set for a particular resource and product type.

The calculation of the CBVRP is based on the average prices of historical contracts for certain resources (solar, solar-plus-battery, or wind) and attributes (Resource Adequacy (RA) capacity or Renewable Portfolio Standard (RPS)). The CBVRP must satisfy regulatory requirements, specifically those authorized by CPUC Resolution E-5367. These requirements ensure that the CBVRP values are set using recent contracts of appropriate size, resource type, and products.

A CCA should compile a survey of historical contracts it executed that satisfy the requirements of Resolution E-5367 in order to calculate a CBVRP. If a CCA does not have executed contracts to formulate a CBVRP, it may rely on a Reviewing Representative to calculate a CBVRP based on the local IOU’s CBVRP and any other applicable information necessary to calculate a CBVRP. SDCP was able to calculate CBVRP values for solar-only and solar-plus-storage resources using a survey of its own relevant executed contracts. Therefore, NewGen was tasked with reviewing the following key items to evaluate the overall appropriateness of SDCP’s CBVRP values:

1. SDCP’s proposed methodology for calculating CBVRP values.
2. Compliance of SDCP’s CBVRP calculations with the regulatory requirements from Resolution E-5367.
3. Reasonableness of SDCP’s contract survey used for the calculation of CBVRP values.

This report presents NewGen’s findings after reviewing the abovementioned items as well as its recommendation regarding the reasonableness of SDCP’s CBVRP values for application in the upcoming Q1 2026 DAC-GT solicitation.

## Section 2

# ROLE AND RESPONSIBILITIES OF REVIEWING REPRESENTATIVE

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This section describes the role and responsibilities of the Reviewing Representative for the assessment of the DAC-GT CBVRP, based on the regulatory requirements issued by the CPUC.

### Resolution E-5367

The CPUC issued Resolution E-5367 on July 24, 2025, to update the requirements for the clearing price cap or “cost containment cap” used as a “threshold at which an Investor-Owned Utility (IOU) or Community Choice Aggregator (CCA) is not required to execute a Power Purchase Agreement (PPA)” for projects used to serve the DAC-GT program.<sup>1</sup> A cost containment cap was originally put in place, via Resolution E-4999, to limit non-participating ratepayer subsidization of the DAC-GT program and its expenditures. Among the requirements set forth in Resolution E-5367 is the authorization for administrators (Program Administrators) of CCA DAC-GT programs to utilize a third-party Reviewing Representative to assess the reasonableness of a key component of the cost containment cap, the CBVRP, before a future DAC-GT solicitation. The findings of the Reviewing Representative are to be included by the Program Administrator as a report attached to the CCA’s “future executed Tier 2 DAC-GT Power Purchase Agreement advice letters.”<sup>2</sup>

To create a CBVRP, the DAC-GT Program Administrator is instructed to survey its executed contracts and pool the contract prices for PPAs with the appropriate characteristics for DAC-GT projects. If a CCA has sufficient representative contracts to set a CBVRP, the Reviewing Representative will conduct a reasonableness review of the CBVRP price set by the CCA. However, if the CCA “lacks historical executed contracts to draw upon” to design its own CBVRP, then the CCA may rely on the Reviewing Representative to calculate the CCA’s CBVRP based on a review of the local IOU’s CBVRP, as well as any other information deemed relevant by the Reviewing Representative.<sup>3</sup>

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<sup>1</sup> Resolution E-5367, p. 2.

<sup>2</sup> Resolution E-5367, Ordering Paragraph (“OP”) 4.

<sup>3</sup> Resolution E-5367, p. 13.

## Section 3

# HISTORY OF DAC-GT CBVRP AND PRICE CAP REGULATION

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This section outlines the development of the CBVRP for the DAC-GT program as well as the current requirements for setting a CCA's CBVRP.

### DAC-GT Price Cap Regulation

The CPUC issued Resolution E-4999 on May 30, 2019, directing the California IOUs to adopt the cost containment cap for DAC-GT projects initially proposed by PG&E. The function of the cost containment cap was to reduce the cost exposure of ratepayers not participating in the DAC-GT program by providing a cutoff price for IOUs to reject higher-priced contracts. PG&E's proposal, which the CPUC directed SCE and SDG&E to incorporate into their DAC-GT tariffs, mandated that "bid pricing must be at or below the higher of 200% of the maximum executed contract price in either the previous PV/[Renewable Auction Mechanism (RAM)] as-available peaking category or the Green Tariff program."<sup>4</sup> Additionally, Resolution E-4999 provided guidance on the type of projects that should be considered by the IOUs for the DAC-GT program. IOUs were instructed to "consider both full deliverability and energy-only projects in their DAC-GT and CSGT projects" and not to "only allow projects offering RA to bid" since this would be inconsistent with the CPUC's RPS procurement guidance.<sup>5</sup>

D.24-05-065 was issued on May 30, 2024, and provided further modifications to IOUs' green access program tariffs (including the DAC-GT program), as well as adopting a community renewable energy program. This decision required IOUs and CCAs to develop an agreed upon proposal for an updated cost containment cap. Furthermore, D.24-05-065 ordered that the IOUs' modified proposal for the cap should reflect an option for paired storage.<sup>6</sup>

Resolution E-5367 defines the current requirements of the cost containment cap, which consists of the CBVRP and a DAC Percentage Multiplier of 140%, which is a "fixed percentage applied to the CBVRP in order to account for the perceived regional differences and above-market costs of DAC-GT projects."<sup>7</sup> As explained earlier, the CBVRP calculated by each IOU or CCA should be based on pooling prices for a comparable set of competitively solicited PPAs for analogous resources and contract types executed over the past five years.<sup>8</sup> These PPAs must be for similar resources, such as solar, solar with paired energy storage (hybrid or co-located), or wind, as well as similar contract types, such as RA capacity, RPS contracts for fully deliverable

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<sup>4</sup> Resolution E-4999, p. 36.

<sup>5</sup> Resolution E-4999, p. 34.

<sup>6</sup> Decision ("D.") 24-05-065, OP 4.

<sup>7</sup> Resolution E-5367, OP 2.

<sup>8</sup> Resolution E-5367, p. 13.

### Section 3

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capacity, or RPS with energy-only capacity.<sup>9</sup> In addition, resources in the PPAs must be sized between 0.5 MW and 20 MW.<sup>10</sup>

If a CCA lacks executed contracts to draw upon to calculate a CBVRP, Resolution E-5367 allows the CCA's Program Administrator to utilize the Reviewing Representative process to set the CBVRP. The Reviewing Representative retained by the CCA can use the local IOU's CBVRP and any other relevant information to inform its setting of the CCA's CBVRP. Since SDG&E was allowed to terminate its DAC-GT program in 2024<sup>11</sup>, it currently does not set a CBVRP. Therefore, Reviewing Representatives for CCAs in SDG&E service territory may request information on relevant contracts executed by SDG&E to assist in calculating a CCA's CBVRP, if needed.

Pursuant to Resolution E-5367, if the Reviewing Representative sets a CBVRP for a CCA, it cannot provide any "supporting detail or explanation as to what components it relied upon to develop the CCA's CBVRP."<sup>12</sup> Also, CCAs are prohibited from sharing their specific CBVRPs with one another due to the market sensitive nature of the CBVRP. The CBVRP provided by a Reviewing Representative to a CCA may be the same as the CBVRP for another CCA, but no CCA would be aware that it has the same CBVRP as another CCA.<sup>13</sup>

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<sup>9</sup> Resolution E-5367, p. 13.

<sup>10</sup> Resolution E-5367, p. 13.

<sup>11</sup> D.24-05-065, OP 3, part (c).

<sup>12</sup> Resolution E-5367, p. 13.

<sup>13</sup> Resolution E-5367, p. 13.

## Section 4

# DAC-GT CBVRP ANALYSIS APPROACH

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As the DAC-GT Reviewing Representative retained by SDCP, NewGen’s approach for evaluating SDCP’s CBVRP is based on the stipulations of Resolution E-5367 regarding the calculation of the CBVRP and the role of a Reviewing Representative retained by a CCA for the CBVRP process. Specifically, NewGen’s evaluation comprises the following tasks:

1. Review SDCP’s proposed methodology for calculating the CBVRP,
2. Assess compliance with Resolution E-5367 requirements, and
3. Evaluate the reasonableness of SDCP’s contract survey.

### **Review of SDCP’s Calculation Methodology for the CBVRP**

NewGen worked directly with SDCP to receive all workpapers used by SDCP to calculate its proposed CBVRP, including detailed contract information for all the PPAs used by SDCP in its CBVRP calculation. Contract details included:

1. Resource name
2. Contract resource location (address)
3. Solicitation type
4. Execution date of PPA
5. Commercial operation date
6. General technology configuration of contract resource
7. Technology component utilized in executed contract
8. Contract capacity
9. Contract price
10. Deliverability status
11. Contract duration
12. Total nameplate capacity
13. Hybrid or paired resource status
14. Developer name

NewGen examined SDCP’s workpapers detailing the calculation of the CBVRP to ensure that the appropriate price baselines by contract resource types are reasonable and correctly calculated.

### **Assessment of Compliance with Resolution E-5367 Requirements**

NewGen reviewed SDCP’s workpapers to ensure that any contract selected by SDCP for its price inputs to the CBVRP satisfies the requirements of Resolution E-5367. NewGen verified that the included contract resources are similar in nature and of the type outlined in Resolution

E-5367 (e.g., solar, solar with paired energy storage (hybrid or co-located), wind) and that the contracts for these resources are of a similar type (e.g., RA capacity contracts, RPS contracts with fully deliverable capacity, or energy-only capacity RPS contracts). Additionally, NewGen verified that all the contracts were competitively solicited, were executed in the last five years, and were between 0.5 MW and 20 MW in size.

### **Reasonableness of SDCP's Contract Survey**

Resolution E-5367 requires that the Reviewing Representative perform a reasonableness review of SDCP's contract survey and proposed CBVRP calculation. This review includes determining whether the CCA has sufficient information of its own to calculate a CBVRP or if outside information, such as contract information from the local IOU, is needed as well. Since SDG&E does not currently calculate a CBVRP because of the termination of its DAC-GT program, NewGen would not be able to request a representative CBVRP from SDG&E. However, if SDCP did not have sufficient contracts to set a CBVRP, NewGen would rely on publicly available PPA information and/or request information from SDG&E regarding contracts that would be relevant to the CBVRP requirements outlined in Resolution E-5367. If NewGen were to follow this approach, it would ensure that it executed and abided by all confidentiality agreements specified by Resolution E-5367 as the Reviewing Representative.

## Section 5 NEWGEN ASSESSMENT AND CONCLUSIONS

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The following sections outline NewGen’s assessment of SDCP’s CBVRP calculation and the data used to inform the calculation. NewGen’s analysis focused on ensuring that the CBVRP calculation was reasonable, accurate, and compliant with E-5367 requirements.

NewGen understands that SDCP plans to release its next DAC-GT RFO in the first quarter of 2026. SDCP explained that it will “seek to solicit PV Only and PV+Battery Energy Storage resources, and associated products that can made available, including energy at a minimum, and resource adequacy as well to the extent that a project can be granted deliverability by CAISO.”

### SDCP’s Proposed CBVRP Calculation

SDCP intends to apply distinct CBVRP values to evaluate offers for solar-only and solar-plus-storage resources. Consequently, SDCP proposes to calculate a solar-only and solar-plus-storage CBVRP using separate price baselines based on contracts for solar photovoltaic (PV) and battery energy storage system (BESS) resources. The price of solar PV projects would be evaluated against the CBVRP using the PV price baseline while solar-plus-storage projects would be evaluated against the CBVRP using a combination of the PV price baseline and the BESS price baseline.

To calculate the PV and BESS price baselines, SDCP gathered data for executed contracts from its recent competitive solicitations as required by Resolution E-5367. SDCP proposes a [REDACTED] of the PV and BESS contract prices in its survey dataset to develop a PV price baseline and BESS price baseline, respectively. For the solar PV contracts, these prices were the generation prices (\$/MWh) while the prices for the BESS (energy-only) contracts were the storage prices (\$/kW-month). The final prices calculated by SDCP for the PV price and BESS price baselines are shown in Table 1.

**Table 1: SDCP’s PV and BESS Price Baseline Values for the CBVRP**

Metric	Value
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

SDCP explained that it will ask developers of solar-plus-storage projects to offer separate solar prices and storage prices in the upcoming Q1 2026 DAC-GT solicitation. SDCP will evaluate new solar PV offers using the PV price baseline while any solar-plus-storage resources will be evaluated with both the PV price baseline and BESS price baseline applied to each component.

[REDACTED]



Directors on 9/25/2025<sup>15</sup> and SDCP submitted Advice Letter 35-E on 11/6/2025 seeking approval of the PPAs from the CPUC.

[REDACTED] After discussing with NewGen, SDCP agreed to exclude the [REDACTED] contracts (line items highlighted in gray in Table 2) from the BESS price baseline component of SDCP's proposed CBVRP. Of these [REDACTED]

The contract price for those contracts does not reflect any rights to the net energy benefits and therefore may understate the BESS price baseline for storage that is unable to achieve FCDS. On the other hand, the contract prices for BESS Energy Only projects reflect the entire revenue stream available to the project developer. [REDACTED]

The contracts used by SDCP for its CBVRP calculation meet the requirements of Resolution E-5367:

1. The contracts are for resources similar to those sought in SDCP's upcoming DAC-GT RFO (i.e., solar or battery storage).
2. The contract types are similar to those expected in SDCP's upcoming DAC-GT RFO (i.e., RPS contracts with energy-only capacity).
3. The contract resources are all between 0.5 MW and 20 MW in size.
4. The contracts are all PPAs from competitive solicitations.
5. The contracts were all executed within the last five years.

Based on the details of the abovementioned contracts utilized by SDCP for the CBVRP calculation, and the discussion in this section, NewGen concludes that the contracts included in SDCP's survey satisfy the requirements of Resolution E-5367 as competitively solicited contracts of acceptable size executed in the last five years for resource types similar to those eligible for the future DAC-GT solicitation.

### Reasonableness of SDCP's Contract Survey

Resolution E-5367 does not set a threshold for the number of relevant executed contracts needed to set a CCA's CBVRP. Instead, it says, "Should a CCA lack historical executed contracts from which to draw upon for one or more of the categories above" the Reviewing Representative may use the relevant IOU's CBVRP, along with any other information it deems relevant, to inform

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<sup>15</sup> SDCP Board of Directors Meeting minutes (September 25, 2025) (<https://sdcommunitypower.org/wp-content/uploads/2020/12/BOD-Mins-09252025.pdf>).

its setting of a CCA's CBVRP. While the data provided by SDCP clearly demonstrates that it has executed several contracts in the past five years that satisfy the Resolution E-3567 requirements and are similar to the categories and types of resources SDCP plans to seek in its upcoming DAC-GT RFO, NewGen performed several additional analyses to establish the reasonableness of SDCP's contract survey.

### Market Expectations

SDCP's survey of contracts includes [REDACTED] contracts with multiple counterparties, contract execution and commercial online dates, and contract resource capacities. The contracts were procured through [REDACTED] different solicitation processes. SDCP's ability to compile an original dataset of [REDACTED] from multiple solicitations and displaying diverse characteristics, suggests that the pricing data from these contracts is a reasonable representation of the current market in SDCP's service territory.

NewGen evaluated whether the historical contracts executed by SDCP are relevant to SDCP's expectations for its Q1 2026 DAC-GT solicitation. According to SDCP, its Q1 2026 solicitation would only seek solar PV-only and solar-plus-storage resources that offer all associated products that could be made available including energy (at a minimum) and RA, to the extent that the project could be granted deliverability by the California Independent System Operator (CAISO). SDCP expects that the projects offered in the upcoming solicitation will be like the contract resources in its survey dataset in that these resources will be small projects due to space limitations in SDCP service territory and will have similar [REDACTED].

NewGen also reviewed the solar PV and battery storage projects rejected by SDCP during the same solicitations where the contracts in the survey dataset were executed. SDCP rejected [REDACTED]

SDG&E's inability to secure any bids in its four DAC-GT solicitations held in 2020 and 2021 demonstrates the difficulties in contracting with DAC-GT projects in the SDG&E territory. Between Spring 2020 and Fall 2021, SDG&E held four solicitations for DAC-GT projects and received zero bids in each of these solicitations.<sup>16</sup> As a result of the lack of bids in each of these solicitations, SDG&E requested suspension of new DAC-GT solicitations, which was granted by the CPUC on October 28, 2021.<sup>17</sup> According to SDG&E, there are several possible reasons for the lack of interest from developers for DAC-GT projects. The main issue revolves around the requirement that these projects be physically located in or near DAC areas, with the location of these areas in SDG&E territory not being particularly suited for utility-scale solar.<sup>18</sup> Additionally, SDG&E believes that the high cost of land in DAC areas, lack of undeveloped land in DAC tracts, and coastal weather conditions created barriers that dissuaded potential developers from pursuing DAC-GT projects in SDG&E territory.<sup>19</sup>

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<sup>16</sup> A.22-05-022, Prepared Direct Testimony of San Diego Gas and Electric Company, Table 1-RN (May 31, 2022).

<sup>17</sup> A.22-05-022, Prepared Direct Testimony of San Diego Gas and Electric Company, p. 26.

<sup>18</sup> A.22-05-022, Prepared Direct Testimony of San Diego Gas and Electric Company, p. 27.

<sup>19</sup> A.22-05-022, Prepared Direct Testimony of San Diego Gas and Electric Company, p. 28.

### Price and Capacity Variation

The distribution of price and resource size for the contracts featured in SDCP's contract survey dataset also demonstrates the representative nature of SDCP's contract data. Figure 1 below shows the distribution of the pricing and capacity of the solar PV contracts featured in SDCP's dataset. Figure 1 also includes contract bids (red dots) that were ultimately rejected by SDCP and therefore not included in its PV baseline price calculation.

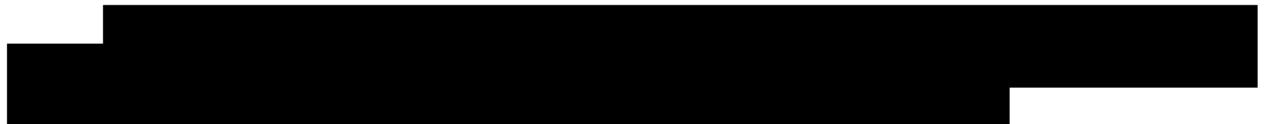
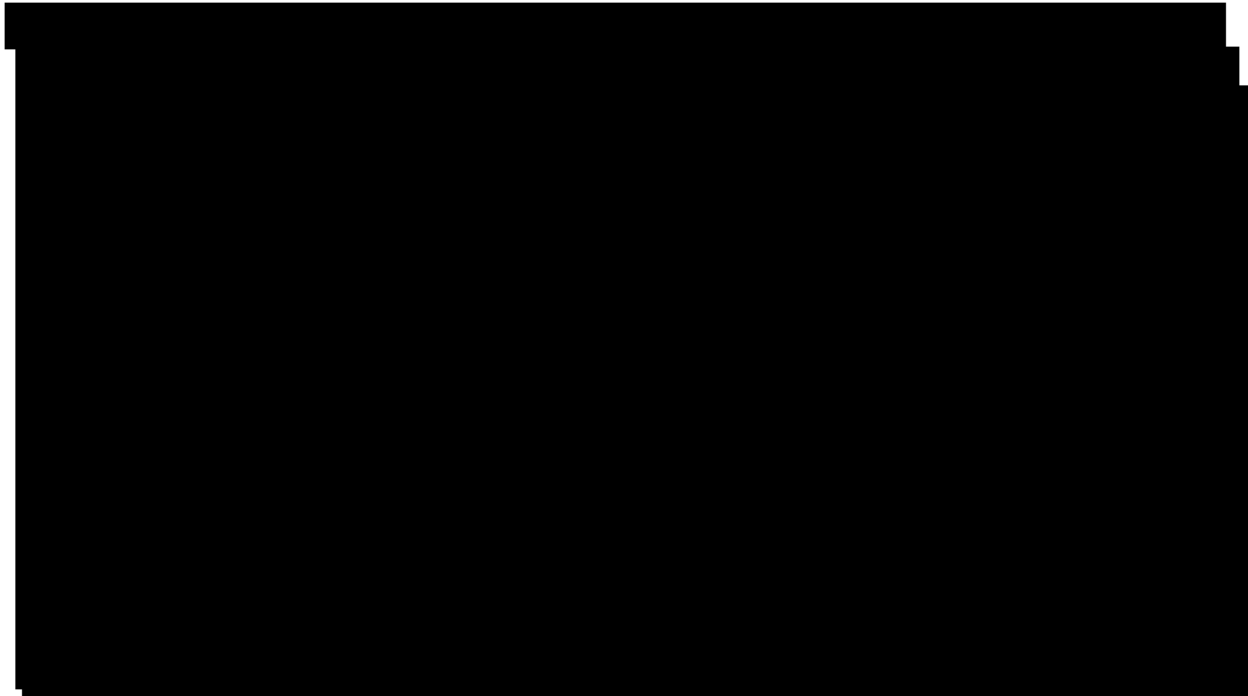


Figure 2 below shows the distribution of SDCP's BESS contracts, with the dark blue dots representing the contracts used in SDCP's CBVRP calculation. The light blue dots are the RA-only contracts [redacted] from SDCP's BESS baseline price calculations due to the uncertainty of their RA deliverability. The red dots represent battery storage contract bids that were ultimately rejected by SDCP, either for price or contracting issues.



### **Geographic Dispersion**

To understand the geographic proximity of the contracts in SDCP's survey dataset to DAC-GT areas, NewGen performed an analysis of the geographic locations of the contract resources. Because contracts submitted in SDCP's Q1 2026 DAC-GT solicitation must be located within 5 miles of an DAC-GT eligible census tract boundary, contract resources located closer to these DACs would be more representative of the market for these contracts. Figure 3 shows a map of the location of the contract resources from SDCP's survey dataset relative to SDCP service territory and DAC-GT eligible census tract boundaries plus five miles.

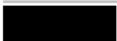
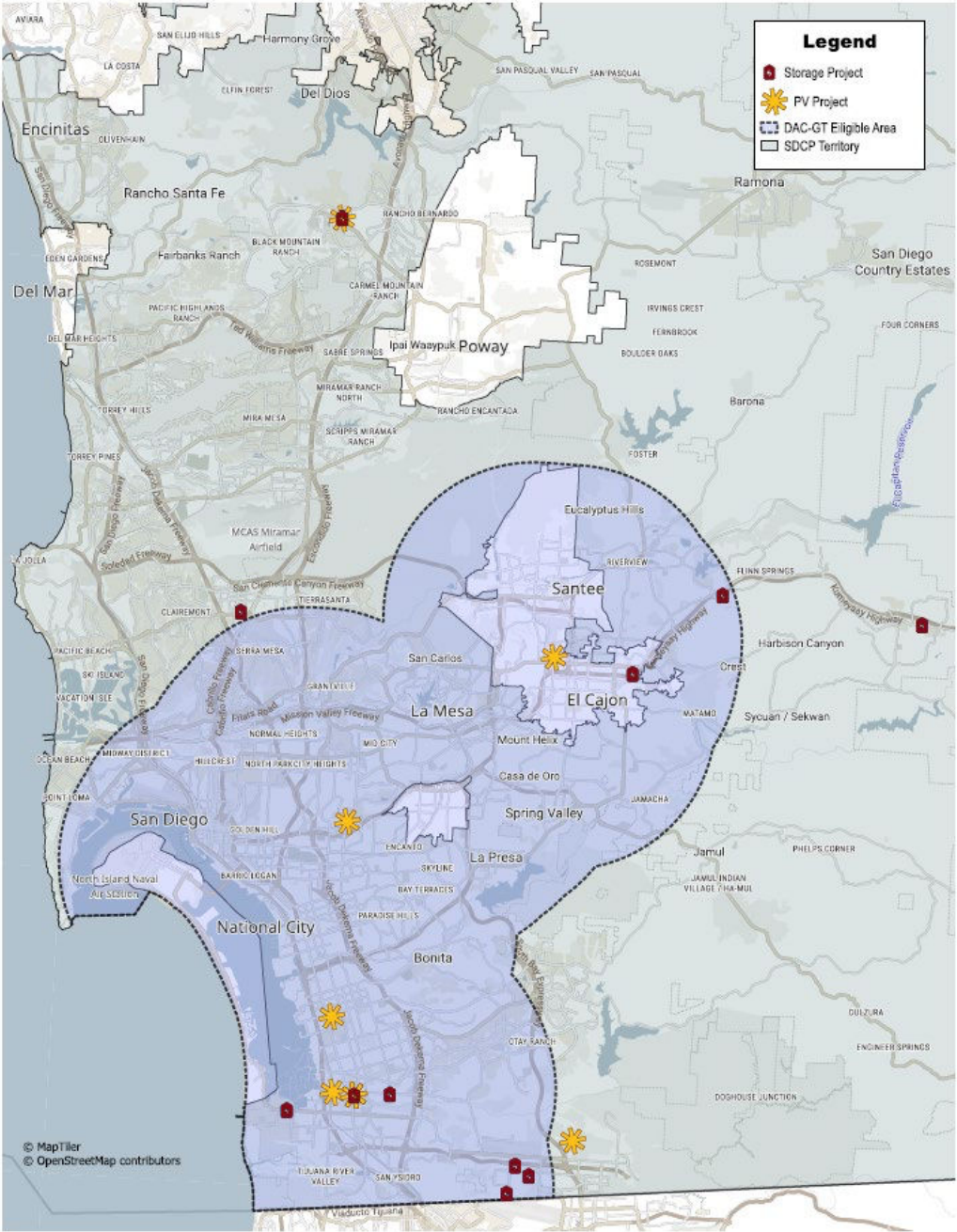


Figure 3: Geographic Location of Contracts in SDCP’s Survey Dataset.



The dispersion of the contract resources, as shown by the map, demonstrates the diversity of locations represented by the contracts. The map also shows that the majority of the executed contracts in SDCP’s survey are within areas representing DAC-eligible communities plus an additional five-mile radius. The closeness of the projects to these areas adds to the relevance of these contract resources for SDCP’s CBVRP calculation to cap future DAC-GT projects.

### Conclusion

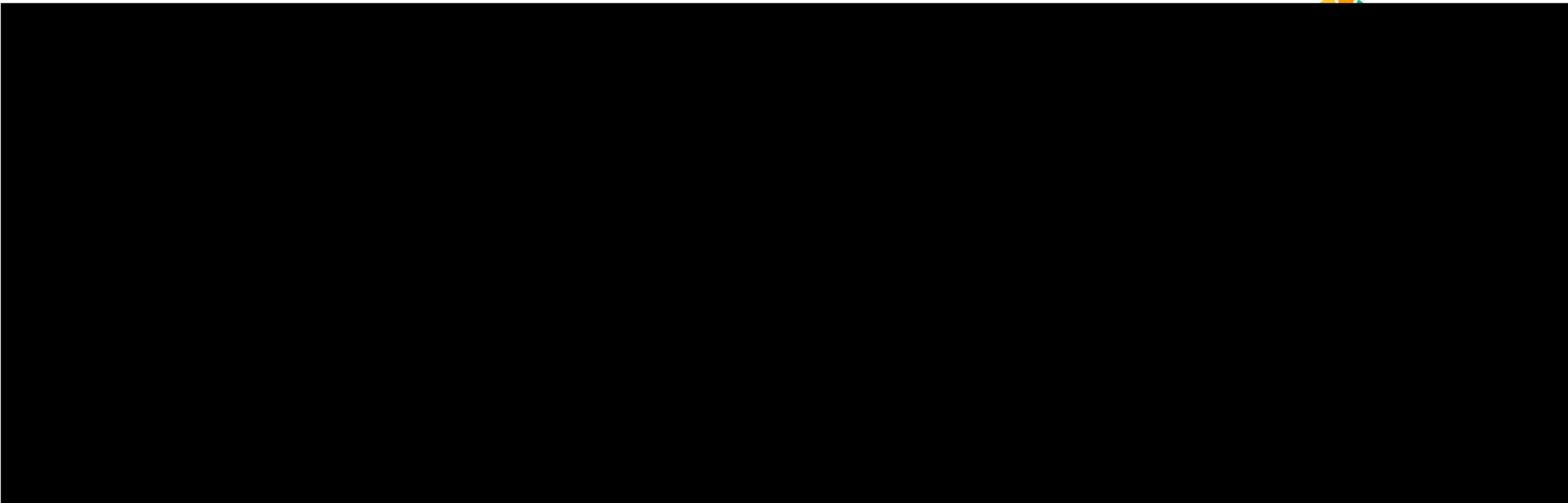
NewGen believes that the quantity and quality of the contracts in SDCP's survey sample is acceptable for developing the CBVRP required for the future DAC-GT solicitation. Given the recent difficulty of [REDACTED]

[REDACTED] The fact that SDCP has been able to execute contracts with characteristics similar to DAC-GT projects without running into the same level of procurement difficulties as SDG&E is notable. Therefore, NewGen believes that SDCP's survey dataset is sufficient for setting a representative CBVRP, especially since it is unlikely that there would be more applicable contract data if SDG&E data were used.

SDCP's decision to calculate separate CBVRP values to evaluate solar-only and solar-plus-storage resources is based on its planned approach for its upcoming Q1 2026 DAC-GT solicitation. SDCP plans to only seek solar PV-only and solar-plus-storage resources in this solicitation. Additionally, SDCP will ask developers for separate solar and storage prices for solar-plus-storage projects so the development of distinct solar and storage price baseline is key to accurately evaluating the pricing of these potential projects. NewGen finds SDCP's approach to calculating separate CBVRP values reasonable based on its requirements for its upcoming DAC-GT solicitation.

NewGen believes that the PV and BESS price baseline values [REDACTED] [REDACTED] calculated by SDCP as its CBVRP values for evaluating solar-only and solar-plus storage contract pricing are reasonable and accurate. NewGen verified the accuracy of SDCP's mathematical calculations of the PV and BESS price baselines based on the prices of the [REDACTED] from its final survey dataset. After evaluating SDCP's survey contract dataset, its methodological approach to calculating its CBVRP values, and the accuracy of SDCP's calculated price baseline values for PV and BESS resources, NewGen concludes that SDCP's latest CBVRP values satisfy the requirements of Resolution E-5367 and are reasonable and accurate price caps for SDCP's upcoming Q1 2026 DAC-GT solicitation.

**APPENDIX A:**  
Summary of Contracts Reviewed  
**[CONFIDENTIAL]**



# **ATTACHMENT G**

**Declaration of Stephen Gunther**  
**Supporting Confidentiality Claim for Submission San Diego Community Power’s Advice Letter 42-E, Disadvantaged Communities Green Tariff Solicitation Materials and Updated Cost Containment Cap**

In accordance with the protocols set forth in California Public Utilities Commission (“Commission”) General Order (“GO”) 66-D and Decisions (“D.”) 06-06-066, D.08-04-023, D.20-07-005, and D.21-11-029, for the submission of confidential information to the California Public Utilities Commission (“Commission”) in an Advice Letter filing, San Diego Community Power (“SDCP”) submits the following declaration in support of its claim for confidentiality for the below-specified information provided as part of SDCP’s *Advice Letter 42-E, San Diego Community Power Disadvantaged Communities Green Tariff Solicitation Materials and Updated Cost Containment Cap*.

The undersigned declares, under penalty of perjury, as follows:

1. I am SDCP’s Regulatory Manager and am authorized to make this declaration on SDCP’s behalf.
2. In this Advice Letter Submission, SDCP is securely and confidentially uploading the following documents to the Energy Division through the Commission’s File Transfer Protocol (“FTP”) system:
  - a. “Public Version - SDCP Advice Letter 42-E”
  - b. “Attachment F and Appendix A\_ CBVRP Methodology and Reviewing Representative Report\_CONFIDENTIAL”
  - c. “Attachment G – SDCP Confidentiality Declaration”
3. In this Advice Letter Submission, SDCP is publicly submitting the following documents to the Energy Division and the service list for the current Integrated Resource Planning Rulemaking, R.20-05-003, via email:
  - a. “Public Version - SDCP Advice Letter 42-E,” including;
  - b. “Attachment A: DAC-GT Request for Offer (“RFO”) Protocol”
  - c. “Attachment B: DAC-GT Offer Form”
  - d. “Attachment C: DAC-GT Exclusivity Agreement”
  - e. “Attachment D: DAC-GT Solar Generation Term Sheet”
  - f. “Attachment E: DAC-GT Solar Generation and Battery Storage Term Sheet”

- g. “Attachment F: CBVRP Methodology and Reviewing Representative Report\_REDACTED”
  - h. “Attachment G: Confidentiality Declaration”
4. Through this declaration, SDCP requests that the confidential, unredacted version of Attachment F and Appendix A to attachment F to SDCP Advice Letter 42-E be kept confidential from public disclosure for three years from the date of approval of this AL. SDCP is also providing a public, redacted version of Attachment F. Appendix A of the attachment is confidential in its entirety and therefore has been omitted. Confidential Information in Appendix A cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.
  5. This request for confidentiality is being made pursuant to the requirements and authority of D.06-06-066, D.08-04-023, D.20-07-005, D.21-11-029; GO Order 66-D; Government Code, Section 6254(k) (Evidence Code Section 1060-1063; Civil Code Section 3426.1) and California Government Code Section 6255(a).
  6. The attached “Table of Confidential Information” identifies the information that is subject to this confidentiality request, provides specific citations to the authority upon which each request is based, provides a granular justification for confidential treatment, and specifies the length of time that the information is to be kept confidential.
  7. SDCP is complying with the limitations on confidentiality specified in the D.06-06-066 Matrix, as updated by subsequent decisions, for the types of data being submitted subject to a request for confidentiality.
  8. The Commission should contact the following regarding the potential release of this confidential information:
    - Stephen Gunther  
Regulatory Manager  
San Diego Community Power  
PO Box 12716  
San Diego, CA 92112  
(619) 880-6545  
sgunther@sdcommunitypower.org
  9. To the best of my knowledge, the information being submitted subject to this request for confidentiality is not already public.

Executed on June 15, 2026 at San Diego, California

/s/ Stephen Gunther

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**TABLE OF CONFIDENTIAL INFORMATION**

**Supporting Confidentiality Claim for**

***Advice Letter 42-E, San Diego Community Power’s Disadvantaged Communities Green Tariff Solicitation Materials and Updated Cost Containment Cap***

Redaction Reference	Authority for Confidentiality Request	Justification for Confidential Treatment	Length of Time Data to Be Kept Confidential
<p>Redactions to Attachment F: CBVRP Methodology and Reviewing Representative Report.</p> <p>Supporting Contract (Entire Document)</p>	<p>CCA/ESP Matrix (as modified by D.21-11-029),</p> <ul style="list-style-type: none"> <li>• Item II(A) – Load Forecast Information and Data</li> <li>• Item II(B) – RA Supply Data</li> <li>• Item III(B) – LSE Total Peak Load Forecast</li> <li>• Item IV(C) – Bilateral Contracts</li> </ul> <p>Government Code, Section 7927.705; Evidence Code, Section 1060-1063 (see also Civil Code Section 3426.1)</p>	<p>The redacted information contains terms including price, expected generation, financial terms, and detailed project development information. These terms are protected under IV(C) of the Matrix as “other terms” of the agreement.</p> <p>The redacted information is also market sensitive and trade secret information, which includes sensitive project development details and other sensitive contracting terms. This information is not publicly available, and the public does not have a meaningful interest in review of this information. Conversely, requiring LSEs to disclose this information may undermine LSEs’ negotiating position, cause harm to project developers and ultimately cause harm to the public. Thus, the public interest in</p>	<p>Under Item IV(C), Bilateral Contract, “other terms” are protected for three years from the start date of deliveries or one year following expiration.</p> <p>Under Item II(B), RA Supply Data is confidential for the first three years of the forecast period.</p>

	<p>California Government Code, Section 7922.000</p>	<p>protecting this information from public review outweighs any public interest in disclosure of this information.</p> <p>Additionally, the redacted information directly relates to ongoing contract negotiations relating to the proposed RFP, and the public interest in protecting confidential contract negotiations vastly outweighs any conceivable benefit from public disclosure of such information.</p> <p>Finally, the redacted information consists of data that could reveal or be used to derive SDCP's net short position or otherwise qualifies as market-sensitive information, as it is not generally known and could be used by others to gain economic value from its disclosure, which would impact SDCP's negotiating positions and the energy and capacity market more generally. The public interest in maintaining fair and functional markets by protecting this information outweighs any negligible</p>	
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		public interest in publicly disclosing this information.	
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