

Solar Advantage Request for Offers (RFO) #3 Q&A

For purposes of the 10 megawatt (MW) utility-scale project threshold, is capacity based on the combined solar photovoltaic (PV) and battery energy storage system (BESS)?

No, the 10 MW threshold is based solely on the project's PV generation capacity. BESS capacity is not included when determining whether a project meets the utility-scale threshold.

For example, a project with 5 MW of PV and 5 MW of BESS would not exceed the 10 MW utility-scale threshold.

Do projects have to be located within San Diego Community Power's service territory, or can they be located elsewhere within SDG&E service territory?

Projects do not need to be located within Community Power's service territory. A proposed project must be physically located in or within five miles of an eligible Disadvantaged Community (DAC) and electrically connected to a circuit, load or substation within SDG&E's service territory.

Per California Environmental Protection Agency's (CalEPA) CalEnviroScreen 4.0, an eligible DAC is a census tract that scores at or above the 75th percentile statewide, or in the top 5% of CalEnviroScreen's Pollution Burden without an overall score.

Respondents can verify potential project locations using [Community Power's Solar Advantage Project Eligibility Map](#).

What are the amount, timing and refundability requirements for the offer deposit?

The required deposit is \$3,000 per MW of proposed guaranteed project capacity, based on the combined capacity of the PV and BESS (if applicable). The total deposit is calculated based on the offered MW quantity of the shortlisted project offer, as provided in Section III (Deposit) of Community Power's Disadvantaged Communities Green Tariff (DAC-GT) Exclusivity Agreement.

Shortlisted respondents must provide the deposit within seven business days after Community Power executes the Exclusivity Agreement, as provided in the DAC-GT Exclusivity Agreement and DAC-GT RFO Protocol.

The deposit may be provided in cash or as an irrevocable standby Letter of Credit that meets Community Power's credit-quality requirements.

Under Section IV.A, the deposit may be forfeited if the respondent:

- Fails to negotiate diligently and in good faith after notice and an opportunity to cure
- Made a material misrepresentation in its offer
- Materially breaches the Exclusivity Agreement
- Withdraws or materially changes its offer before the negotiation/exclusivity period expires

The respondent negotiates or enters discussions with another potential off-taker regarding the project during the exclusivity period.

Under Section IV.B (Return of Deposit) of the DAC-GT Exclusivity Agreement, the deposit will be returned in full if any of the following occur:

- The Exclusivity Agreement expires at the end of the 90-day negotiation period (or any approved extension period).
- The parties execute a Power Purchase Agreement (PPA) and the seller provides the required PPA security.
- Community Power and the respondent are unable to agree on PPA terms.

- Community Power terminates the Exclusivity Agreement.

Can a project offered through this RFO be part of a larger facility? If so, what are the PPA requirements?

A project offered through this RFO may constitute a portion of a larger facility, provided that the PPA resulting from this solicitation is fully independent of the other portion of the larger facility that may be contracted under a separate PPA.

For proposals that include an optional paired BESS, is Full Capacity Deliverability Status (FCDS) required for resource adequacy (RA)?

No. FCDS is preferred but not required for offers that include an optional paired BESS.

