



2018-2019 Demand Response Auction Mechanism (DRAM) Request for Offers Solicitation Protocol

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I. Overview

A. Overview

Pacific Gas and Electric Company (“PG&E”) is issuing this 2018-2019 Demand Response Auction Mechanism (“DRAM”) Request for Offers (“RFO”) (collectively, the “2018-2019 DRAM RFO”) to enable phase three of the three-phase DRAM pilot, pursuant to the California Public Utility Commission (“CPUC”) Decision (“D.”) 14-12-024 and D. 16-06-029. This DRAM RFO is intended to solicit offers (“Offers”) from participants (“Participants” or “Bidders”) to provide resource adequacy (“RA”) capacity (“Product”) to the three Investor Owned Utilities (“IOUs”) under a standard form, non-negotiable purchase agreement (“PA”). This document (the “Solicitation Protocol”) describes the process by which PG&E seeks, evaluates, and accepts Bidder’s Offers from winning Bidders (“Sellers”) who bid Proxy Demand Resource (“PDR”) or Reliability Demand Response Resource (“RDRR”) in the California Independent System Operator (“CAISO”) wholesale market.

The 2018-2019 DRAM RFO is governed by CPUC Resolution E-4817 and CPUC’s disposition to PG&E’s Advice Letter 4900-E-A. Resolution E-4817 instructs the IOUs to procure either up to their authorized budget caps (\$12 million for PG&E) or to a point at which there is a clear outlier, whichever comes first.

All purchases will be made according to the terms and conditions set forth in the PA. This Solicitation Protocol sets forth the procedures a Bidder must follow in order to participate in the RFO. Capitalized terms used in this Solicitation Protocol, but not otherwise defined herein, have the meanings set forth in the PA.

B. DRAM RFO Website and Communication

PG&E has established the 2018-2019 DRAM RFO website at www.pge.com/dram, where Bidders register and where all the RFO documents, information, announcements and questions and answers are posted and available to Bidders.

To promote accuracy and consistency of the information provided to all Bidders, PG&E encourages Bidders to submit any inquiries via e-mail to DRAMRFO@pge.com for matters related to DRAM procurement. With respect to matters of general interest raised by any Bidder, PG&E may, without reference to the specific Bidder raising such matter or initiating the inquiry, post the questions and responses on its website. PG&E may, in its sole discretion, decline to respond to any email or other inquiry.

Any exchange of material information regarding this RFO between Bidder and PG&E must be submitted to both PG&E and the Independent Evaluator (“IE”), Wayne Oliver of Merrimack Energy Group, at waynejoliver@aol.com. The IE is an independent, third party evaluator who is required by CPUC D. 14-12-024 to ensure

this RFO is conducted in a reasonable and neutral manner.

C. Schedule

The final RFO schedule is subject to change to conform to any CPUC requirements but otherwise is at the discretion of PG&E. PG&E will post any schedule change on PG&E’s 2018-2019 DRAM RFO website. Also, as further described below, Bidders may register at PG&E’s RFO website to receive notice of these and other RFO changes by electronic mail. PG&E will have no liability or responsibility to any Bidder for any change in the schedule or for failing to provide notice of any change.

The expected schedule for this RFO is (all times are in Pacific Prevailing Time [“PPT”]):

Table 1: 2018-2019 DRAM RFO Schedule of Events

Date/Time	Event
Ongoing	Bidders may register online at PG&E’s DRAM RFO website to receive notices regarding the RFO.
March 10, 2017	PG&E issues the RFO.
March 21, 2017 10 AM	IOUs hold a joint Bidders’ Webinar on the 2018-2019 DRAM RFO.
April 10, 2017 1:00 PM	Offers Due. Offer(s) must be submitted to the online platform at Power Advocate.
April 11, 2017	PG&E notifies non-conforming Bidders (request to “cure”).
April 24, 2017	Bidder cure period ends.
May 24, 2017	Notice to bidders of selection and send final PA for execution.
June 5, 2017	Deadline to submit signed PAs to PG&E.
June 30, 2017	Advice Letter Filing for executed PAs.
August 4, 2017	Energy Division gives notice of approval or other action.

D. Events in the RFO Schedule

- a. Registration. Bidders may register online to receive announcements and updates about this RFO through the <https://www.surveymonkey.com/r/DRAMregistration>.

All Bidders who plan to participate in DRAM must also register with the online platform Power Advocate prior to submitting bids. More information on Power Advocate is provided in Section V.A, Submission Overview.

- b. Issuance. PG&E will issue the 2018-2019 DRAM RFO and post the Solicitation Protocol, form of PA, and all other RFO materials on the DRAM RFO website.

- c. Bidders' Webinar. PG&E, SCE and SDG&E will hold a Bidders' Webinar to review key Solicitation Protocol and PA items related to this RFO. Information on how to attend the Webinar will be made available on the RFO website and to those who register on the RFO website shown above.
- d. Offers Due. Bidder's Offer must be submitted via Power Advocate and must include all of the documents described in Section V, Required Information. By submitting an Offer and responding to this RFO, the Bidder agrees to be bound by all of the terms, conditions and other provisions of this RFO and any changes or supplements to it that may be issued by PG&E.
- e. Cure Period. At PG&E's sole discretion, PG&E may allow Bidder to cure any deficiencies contained in its Offer submittal. A Bidder's cure shall be limited only to those areas or issues which PG&E designates as eligible to be cured. If such cure is allowed, the deficiency must be cured prior to the April 24, 2017 deadline.
- f. PG&E Selects Offers. Bidders whose Offers have been selected ("Selected Offers") will be notified via email. PG&E will select Offers according to the evaluation criteria described in Section IV, Evaluation Criteria. Offers beyond the Selected Offers may be placed on a waitlist to be selected in order of evaluation results and selection constraints, should any Selected Offers fail to complete the RFO process.
- g. Preparation of PA. PG&E will prepare a final version of the PA corresponding to each Selected Offer, completing information specific to the Selected Offer, and will then send the PA to Bidder of the Selected Offer for completion and signature in accordance with the directions found in Section V, Required Information.
- h. Signed PA Due. Unless instructed otherwise by PG&E, June 5, 2017 is the last day for selected Bidders to submit the signed PA to PG&E, or to notify PG&E if Bidder elects not to execute the PA. Bidders are encouraged to return the executed PAs to PG&E several days prior to this date, in case PG&E finds that corrections need to be made.
- i. Execution and Regulatory Approval. Once PG&E fully executes each of the PAs, if any, resulting from this RFO, PG&E will submit all such PAs to the CPUC for approval via a Tier 1 Advice Letter filing for approval. Additional regulatory approval information is provided in Section VIII, Regulatory Approval.

E. Disclaimers for Rejecting Offers and/or Terminating this RFO

This RFO does not constitute an offer to buy and creates no obligation to execute

any PA or to enter into a transaction under a PA as a consequence of the RFO. PG&E shall retain the right at any time, at its sole discretion, to reject any Offer on the grounds that it does not conform to the terms and conditions of this RFO and reserves the right to request information at any time during the solicitation process.

PG&E retains the discretion, subject to, if applicable, the approval of the CPUC, to: (a) reject any Offer for any reason, including but not limited to the basis that an Offer is the result of market manipulation or is not cost competitive or any other applicable reason; (b) modify this RFO and the form PA as it deems appropriate to implement the RFO and to comply with applicable law or other decisions or direction provided by the CPUC; and (c) terminate the RFO should the CPUC not authorize PG&E to purchase Products in the manner proposed in this RFO. In addition, PG&E reserves the right to either suspend or terminate this RFO at any time if such suspension is required by or with the approval of the CPUC. PG&E will not be liable in any way, by reason of such withdrawal, rejection, suspension, termination or any other action described in this Solicitation Protocol to any Bidder, whether submitting an Offer or not.

II. RFO Goals

PG&E is seeking to procure System, Local, and Flexible capacity Product in this RFO. At least 20% of the total MW procured shall be attributed to a Residential Customer Product.

As noted in Section I, Overview, a Bidder can submit an Offer for Product into this RFO as either: (1) a PDR that is offered into the Day-Ahead (“DA”) market (as defined in the CAISO Tariff); or (2) a RDRR that is offered in the Real-Time (“RT”) market for dispatch only under emergency conditions, but that also may be offered in the DA market.

III. Eligibility

A. Eligibility of Customers

1. Customers in Existing PG&E DR Programs

Participation in the DRAM or any CAISO market product is precluded if a customer in a Bidder’s PDR or RDRR is also enrolled in a PG&E DR program. To help enable these customers to participate in DRAM, SmartAC customers are allowed to de-enroll from the SmartAC program prior to completing their 12 month participation agreement. Other customers enrolled in a PG&E DR program who would like to participate in DRAM must de-enroll in accordance with that program’s current customer removal process. Customer removal processes for PG&E’s tariffed DR programs are detailed in the “DRAM Set-Asides” document on the DRAM RFO website.

2. Customers with Back-up Generation

In accordance with Decision 16-09-056, residential customers are prohibited from using Prohibited Resources¹ to reduce load during demand response events.

Non-residential customers are prohibited from using Prohibited Resources to reduce load during demand response events unless the use of Prohibited Resources is required for non-demand response operational reasons. In this latter case, the amount of Product that the customer can provide will be reduced by the nameplate capacity of the Prohibited Resource .

DRPs must be able to demonstrate to PG&E how they are enforcing this Prohibited Resources prohibition, and provide any documentation reasonably necessary for PG&E to verify such enforcement and compliance. More information on Prohibited Resources requirements is provided in Section 7.2(b)(v) of the 2018-2019 DRAM PA.

B. Electric Rule 24

[Electric Rule 24](#) (“Rule 24”) governs how PG&E interacts with third party DRPs for provision of customer information and enrollment of customer service agreements in the CAISO DR systems. The DRAM pilot is subject to the provisions of Rule 24, and any limitations authorized by the CPUC relative to its implementation. The DRAM is a PG&E Demand Response (DR) program and will be administered by PG&E’s DR organization, but winning Sellers will need to use Rule 24 to obtain customer information for performance under their DRAM contracts.

As of March 17, 2017 PG&E will be able to accommodate 40,000 Rule 24 registrations², and as of September 2017 PG&E will be able to accommodate 75,000 Rule 24 registrations, subject to CPUC approval of AL 5014-E. These registration numbers are dynamic, and do not serve to limit bid evaluation and selection.

Some of the Rule 24 requirements that DRPs must satisfy before they can provide

¹ “Prohibited Resource” is defined in the DRAM PA as a technology using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt: pressure reduction turbines and waste-heat-to-power bottoming cycle CHP, as well as storage and storage coupled with renewable generation that meet the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.

² Each customer location, referred to as a “Rule 24 registration,” that participates in a third party DRP’s aggregation and bid into the CAISO wholesale market must be registered at the CAISO. Once an IOU receives authorization from a customer to release its data to a DRP or partnering DRPs via the completed CISR-DRP form, IOUs are required to provide DRPs with customer usage data, which the DRPs and their scheduling coordinators use to develop settlement quality meter data (SQMD) in order to settle transactions with the CAISO.

DR Services in PG&E's territory include:

- Complete a Customer Information Service Request for Demand Response Providers ("CISR-DRP") form (Form 79-1152), available on the DRAM website.³ Through the CISR-DRP, customers authorize the release of their personally identifiable PG&E account and electricity usage information to up to two third-party DRPs.
- Complete PG&E's Demand Response Provider Service Agreement – Form 79-1160 (required only if the DRP will be serving PG&E bundled customers).
- Register with the CPUC and maintain a valid DRP registration at the CPUC.
- Provide the CPUC a performance bond under the name of the CPUC as a security deposit or financial guarantee bond in the amount indicated in Rule 24, for PG&E's residential and small commercial customers that the DRPs register.
- Execute necessary service agreements for enrolling resources with the CAISO.
- Meet all CAISO requirements for the DRP and maintain their registration as a qualified DRP.

For a full list of Rule 24 requirements, refer to the Electric Rule 24 that is hyperlinked above, as well as [PG&E's Rule 24 website for third-party DRPs/Aggregators](#). The total number of Rule 24 registrations used and available for third-party DRPs/Aggregators will be posted regularly on this website.

C. Eligible Product Types

PG&E will accept System, Local, and Flexible Capacity Products in the 2018-2019 DRAM RFO.

System Capacity Product must bid into the Day Ahead market during the "Availability Assessment Hours." Per CAISO's Fifth Replacement Tariff⁴, the "Availability Assessment Hours" are determined annually in its Business Practice Manual. System Capacity Product may be bid as either PDR or RDRR.

Local Capacity Product must be specific to one of the seven Local Capacity Areas (LCAs) in PG&E's service territory⁵, and all customers must be located in the LCA

³ PG&E proposed a "click-through" process in AL 4992-E on January 3, 2017 as an alternative to the current CISR-DRP form. As of the launch of the 2018-2019 DRAM RFO, this AL has not been approved and the "click-through" system has not been built. However the "click-through" process could be available for DRPs during at least a portion of the 2018-2019 DRAM.

⁴ CAISO, Fifth Replacement FERC Tariff, June 3, 2016, http://www.caiso.com/Documents/ConformedTariff_asof_Jun3_2016.pdf

⁵ A list of PG&E LCAs and their substations is provided in Exhibit F of the PA, and a link to PG&E's electric system map which includes substation locations is available on the DRAM website.

that they are providing Local Capacity for. Local Capacity Product may be bid as either PDR or RDRR.

Flexible Capacity Product may be Category 2 (peak ramping) or Category 3 (super-peak ramping), and must meet the Flexible Capacity required bidding hours specified in the most recent CAISO Resource Adequacy Availability Incentive Mechanism (RAAIM)⁶. Flexible Capacity Product must be bid as a PDR, and must be able to participate in both the DA and RT markets.

A list of Products that may be bid into the 2018-2019 DRAM RFO include:

Table 3: Eligible Products for the 2018-2019 DRAM RFO

	Product	LCA
<input type="checkbox"/>	Product A: System Capacity	Not applicable
<input type="checkbox"/>	Product B1: Local Capacity with System Capacity	Greater Bay
<input type="checkbox"/>	Product B2: Local Capacity with System Capacity	Humboldt
<input type="checkbox"/>	Product B3: Local Capacity with System Capacity	North Coast/North Bay
<input type="checkbox"/>	Product B4: Local Capacity with System Capacity	Sierra
<input type="checkbox"/>	Product B5: Local Capacity with System Capacity	Stockton
<input type="checkbox"/>	Product B6: Local Capacity with System Capacity	Fresno
<input type="checkbox"/>	Product B7: Local Capacity with System Capacity	Kern
<input type="checkbox"/>	Product C1-0: Flexible Capacity (Flexible Category 1) with System Capacity	Not applicable
<input type="checkbox"/>	Product C2-0: Flexible Capacity (Flexible Category 2) with System Capacity	Not applicable
<input type="checkbox"/>	Product C3-0: Flexible Capacity (Flexible Category 3) with System Capacity	Not applicable
<input type="checkbox"/>	Product D1-1: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Greater Bay
<input type="checkbox"/>	Product D1-2: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Humboldt
<input type="checkbox"/>	Product D1-3: Flexible Capacity (Flexible Category 1) with Local and System Capacity	North Coast/North Bay

⁶ The most recent version of the Resource Adequacy Availability Assessment Mechanism (RAAIM) as of this Protocol's publishing date, is: https://bpmcm.aiso.com/Lists/PRR%20Details/Attachments/924/BPM%20-%20CG%20PC%20RA%20Availability%20Incentive%20Mechanism_5.0.doc. However, CAISO may annually update the required bidding hours. PG&E encourages Bidders to ensure they are referring to the most current Flexible Capacity Product hours.

	Product	LCA
<input type="checkbox"/>	Product D1-4: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Sierra
<input type="checkbox"/>	Product D1-5: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Stockton
<input type="checkbox"/>	Product D1-6: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Fresno
<input type="checkbox"/>	Product D1-7: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Kern
<input type="checkbox"/>	Product D2-1: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Greater Bay
<input type="checkbox"/>	Product D2-2: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Humboldt
<input type="checkbox"/>	Product D2-3: Flexible Capacity (Flexible Category 2) with Local and System Capacity	North Coast/North Bay
<input type="checkbox"/>	Product D2-4: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Sierra
<input type="checkbox"/>	Product D2-5: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Stockton
<input type="checkbox"/>	Product D2-6: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Fresno
<input type="checkbox"/>	Product D2-7: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Kern
<input type="checkbox"/>	Product D3-1: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Greater Bay
<input type="checkbox"/>	Product D3-2: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Humboldt
<input type="checkbox"/>	Product D3-3: Flexible Capacity (Flexible Category 3) with Local and System Capacity	North Coast/North Bay
<input type="checkbox"/>	Product D3-4: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Sierra
<input type="checkbox"/>	Product D3-5: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Stockton
<input type="checkbox"/>	Product D3-6: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Fresno
<input type="checkbox"/>	Product D3-7: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Kern

D. Offer Requirements and Acceptance Limitations

1. In order to participate in the CAISO market, each CAISO resource must be: (1) at least 100 kW per PDR, and at least 500 kW per RDRR; (2) composed of retail customers within PG&E's service territory; and (3) within the same CAISO Sub Load Aggregation Point (SubLap), as that term is defined in the CAISO Tariff.
2. Each Bidder's Offer must include Product minimally for August 2018.
3. A single Offer may consist of multiple PDRs and RDRRs.
4. Each Bidder's Offer may contain a portfolio of Product types. For example, one Bidder's Offer may comprise 5 MW of System Capacity as well as 2 MW of Local Capacity, using a unique customer set for each of these Products.
5. A maximum of 20 Offers may be accepted per Bidder. All Offers should be provided on a single Excel Offer form.
6. If PG&E selects multiple Offers from a Bidder, PG&E may stipulate the order in which the offers must be accepted by Bidder, based on PG&E's offer ranking methodology. For example, if a Bidder's offer #1 has greater Net Market Value (described in Section IV. Evaluation Criteria, below) to PG&E than the Bidder's offer #2, PG&E may stipulate that the Bidder cannot accept offer #2 unless it also accepts offer #1.
7. PG&E will presume all Bidders' Offers are independent of each other, unless otherwise specified in the Offer Form.
8. Offers may be for Residential Customer or Non-residential Customer Products, and must be identified as such in the Offer Form. A Residential Product is that which is defined in the CPUC Resolution E-4728 as: "a minimum of 90% of customers on residential tariffs and no more than 10 percent of customers on small commercial tariffs."
9. PG&E acceptance of Offers may be subject to the CPUC budget limitations.
10. PG&E acceptance of Offers may be subject to meeting the CPUC requirement that at least 20% of all MW procured come from Residential bids.
11. PG&E will only be able to procure a limited amount of RDRR in this RFO, because PG&E has met its Reliability DR cap pursuant to D. 10-06-034. As of the launch of the 2018-2019 DRAM RFO on March 10, 2017, PG&E estimates up to 30 MW of available room under this Reliability DR cap for 2018 and 2019 is available for customers that are currently part of an RDRR Product in the 2017 DRAM. This headroom is subject to change. The Commission has instructed PG&E to give preference to customers that are part of an RDRR

Product in the 2017 DRAM or an existing BIP customer at the time of bid valuation. PG&E reserves the right to add a rider to the contract and/or a letter of agreement, when and if applicable, based on implementation of this policy. More information is available under Attachment D Application of the Reliability Cap to RDRR Offers.

E. Purchase Agreement (PA) Terms

1. The Delivery Period(s) will be no earlier than January 1, 2018 and no later than December 31, 2019.
2. The Bidder must submit its Offer, via the Attachment A, Offer Form, with a Monthly Quantity (Capacity kW) and Contract Price (\$/kW) for each applicable Showing Month (January 2018 – December 2019). If the Bidder does not wish to offer Product during a particular month, it should include a zero for that month in their Offer Form.
3. If a Seller does not have a credit rating by S&P or Moody's, or its credit rating is below BBB- from S&P and Baa3 from Moody's if rated by both S&P and Moody's, Seller shall provide and maintain collateral with PG&E per the terms of the PA.
4. The PA is a non-negotiable form agreement.

IV. Evaluation Criteria

PG&E will evaluate and rank conforming Offers using the quantitative and qualitative criteria outlined below.

A. Quantitative Evaluation

PG&E will perform a quantitative evaluation of each conforming Offer and rank those Offers based on each Offer's net market value per unit—from highest to lowest—in dollars per kilowatt year (\$/kW-year). The net market value per unit is calculated using total net market value in dollars for the numerator, and average monthly volume in kilowatts for the denominator. The result of the quantitative analysis is a merit-order ranking of all complete and conforming Offers. Illustrative formulas are provided below.

$$\text{Net Market Value}^7 = \text{Benefits} - \text{Costs}$$

⁷ Monthly discounting is applied to benefits and costs using PG&E's after-tax weighted average cost of capital.

Benefits = Sum of (Offered Volume_{*p*} x Product Value_{*p*}) where *P* is each Product

Costs = Offered Volume_{*p*} x Offered Pricing_{*p*}, where *P* is each Product

Net Market Value per Unit in \$/kW-year = Net Market Value in dollars divided by Average Monthly Volume in kilowatts

PG&E will calculate an Offer's benefits using its forecast capacity market value of each type of Product in the Offer, e.g., System Capacity, Local Capacity, and/or Flexible Capacity.

An Offer's cost will be determined by multiplying (a) the Offer's volume per Product per month by (b) the Offer's price per Product per month, then adding all of these monthly values together.

An individual Offer can contain multiple types of Products on multiple rows in the Offer Form. Because Offers are evaluated and ranked using a per unit metric, whether Offers are for one or two year terms will not impact the ranking.

B. Qualitative Evaluation

For the 2018-2019 DRAM RFO, PG&E will apply each Offer's cost, as appropriate, an adjustment based on the Qualitative Factors in Table 4. That joint IOU DRAM qualitative assessment scoring matrix will be used to calculate such adjustment. An Offer's cost will be adjusted with the following formula.

Adjusted Cost_{*o*} = Cost_{*o*} multiplied by Qualitative Factor Adjustment_{*o*}

where:

Qualitative Factor Adjustment_{*o*} = 1 + sum of (score_{*F,O*} multiplied by weight_{*F,O*})
and

F is each Qualitative Factor.

O is each Offer.

Table 4: Qualitative Evaluation Scoring Matrix

	Answer	Score		Weight	Weighted Score
		Yes	No	PG&E	(Score x Weight)
Small Business					
Are you a certified Small Business?*	Yes/No	1	0	-1%	
Prior Experience					
Have you willfully terminated or defaulted on a past DRAM PA, or submitted offers that demonstrated bidding behavior providing clear evidence of market manipulation or collusion?	Yes/No	1	0	15%	
Have you not signed a DRAM PA when extended a shortlist offer, or delivered Supply Plans to the IOUs for DRAM totaling, in aggregate, less than 50% of the contracted capacity for all months in 2017 that the IOUs have received Supply Plans for, at the time of offer submittal? If you don't have a 2017 DRAM PA, have you delivered Supply Plans to the IOUs for DRAM totaling, in aggregate, less than 50% of the contracted capacity for both August and September 2016? **	Yes/No	1	0	5%	

*For information about Small Business standards, please refer to one of the following sites:

- (1) [California Department of General Services](#)
- (2) [Small Business Administration](#)

**This criteria would not apply to any additional bids that PG&E procured for the 2017 DRAM per Resolution E-4803.

V. Required Information

A. Submission Overview

All Offer submittal information pertaining to this RFO will be hosted on the Power Advocate site. Telephonic, hardcopy or facsimile transmission of an Offer is not acceptable. In order to participate in this RFO, Bidders must register and be accepted through Power Advocate at the Public Registration Link:

<https://www.poweradvocate.com/pR.do?okey=64789&pubEvent=true>
 Event Name: 64789 : 2018 DRAM

PG&E strongly encourages Bidders to register with Power Advocate well before Offers are due. Detailed instructions for submitting Offer(s) and using Power Advocate are on PG&E's DRAM website.

Electronic Documents: The electronic documents for the attachments must be in a

Microsoft Word, Excel file or Adobe Acrobat PDF file as applicable. For each document, please include the Bidder's company name in each file name.

RDRR Offers with existing BIP or 2017 DRAM RDRR customers (i.e., Category 1, 2, or 4 customers per Attachment D) must submit Attachment E with additional materials directly to the Rule 24 team via their secure ESFT system. If a bidder does not already have an ESFT folder set up with the Rule 24 team, please reach out to the Rule 24 team via DRPrelations@pge.com to coordinate a secure file transfer.

B. Required Forms

1. Offer Package

The following documents, which are on the DRAM RFO website, must be completed and included with each Offer:

- a. Offer Form (Attachment A) - Bidder must provide all applicable information requested in the form, except for the information requested in the "Optional Additional Information" tab which is voluntary. All inputs must match the respective information provided in other required documentation.
- b. Corporate Structure information (Attachment B).
- c. Financial reports – Bidder shall provide PG&E with its audited financial reports for the most recent three fiscal years, if available. If the Bidder does not provide this information and its financial reports are not publicly available electronically on the Securities and Exchange Commission's website, then the Bidder will be considered as having no financials.

RDRR Offers with existing BIP or 2017 DRAM RDRR customers (i.e., Category 1, 2, or 4 customers per Attachment D) must submit a list of customer identifiers (UUID, SAID, CAISO Location ID), associated 2017 and 2018/2019 August MW load reduction for each ID (based on which years bids are provided for), and CAISO Resource ID and Registration ID using Attachment E of these protocols. Failure to do so will result in RDRR offers being categorized as utilizing Category 5 customers. This must be provided outside of Power Advocate, and sent directly to the Rule 24 team by the deadline for Offer submission.

2. Post-Shortlist Documents (if applicable)

If the Bidder is notified via an emailed letter that they are eligible for PG&E's Shortlist ("Shortlist Letter"), then they must complete the following documents:

- a. Signed Shortlist Letter – Bidder must return a signed Shortlist Letter to PG&E, accepting the terms set forth in the Letter and agreeing to continued participation of their shortlisted Offers in the 2018-2019 DRAM RFO.
- b. Complete and signed Purchase Agreement – PG&E will send the PA to Bidder for the Selected Offers as an electronic Word file. The Bidder shall fill in the contact information, and ensure that the Bidder’s name, Product amounts, types, prices and and monthly SC costs correctly reflect the Selected Offer. The PA shall be saved as a Word document. Bidder shall then sign the PA with at least two original signatures, and send the electronic Word file corresponding to the executed PA to PG&E along with two hard copies containing Seller’s two original signature pages. PG&E will then verify the Word document, and when acceptable, countersign the PA, and return one fully executed original to Bidder by mail.

In lieu of an original signature, PG&E will also accept a signature using DocuSign, Adobe eSign, or other similar electronic signature mechanism. If an electronic signature page is used, then Bidder shall provide both a .pdf file with the electronic signature AND the Word file corresponding to PG&E.

If the Bidder is submitting original signatures to the PA, then the executed PAs must be sent to PG&E by overnight delivery to the address shown below.

Pacific Gas and Electric Company
DRAM RFO
Attn: Ed Saribay
245 Market St, 3rd Floor
Mail Code N3F
San Francisco, CA 94105

VI. Confidentiality

After contract execution, PG&E is required to submit executed PAs to the CPUC for approval via a Tier 1 Advice Letter filing.

No Bidder shall collaborate on or discuss with any other Bidder or potential Bidder Offer strategies, the substance of any Offer(s), including without limitation the price or any other terms or conditions of any Offer(s), or whether PG&E has Selected Offers or not.

All information and documents in Bidder’s Offer that have been clearly identified and marked by Bidder as “Proprietary and Confidential” on each page on which confidential information appears shall be considered confidential information. PG&E

shall not disclose such confidential information and documents to any third parties except for PG&E's employees, agents, counsel, accountants, advisors, or contractors who have a need to know such information and have agreed to keep such information confidential and except as provided otherwise in this section. In addition, Bidder's Offer will be disclosed to the IE.

Notwithstanding the foregoing, it is expressly contemplated that the information and documents submitted by Bidder in connection with this RFO, including Bidder's confidential information, may be provided to the CPUC, its staff, and the Procurement Review Group ("PRG"), established pursuant to D. 02-08-071. PG&E retains the right to disclose any information or documents provided by Bidder to the CPUC, the PRG, the California Energy Commission ("CEC") and to any other entity in connection with PG&E's Tier 1 Advice Letter filing or in order to comply with any applicable law, regulation, or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over PG&E at any time even in the absence of a protective order, confidentiality agreement, or nondisclosure agreement, as the case may be, without notification to Bidder and without liability or any responsibility of PG&E to Bidder. PG&E cannot ensure that the CPUC will afford confidential treatment to Bidder's confidential information, or that confidentiality agreement or orders will be obtained from and/or honored by the PRG, the CEC, or the CPUC. By submitting an Offer, Bidder agrees to adhere and be bound by the confidentiality provisions described in this section.

The treatment of confidential information described above shall continue to apply to information related to Selected Offers which are formalized through execution of a PA.

VII. Procurement Review Group Review

Following completion of the evaluation and rankings of Offers, PG&E will submit the results of the evaluation and its recommendations to its PRG members. PG&E will consider any alternative recommendations proposed by the PRG. PG&E, in its sole discretion, shall determine whether any alternatives proposed by the PRG should be adopted. PG&E has no obligation to obtain the concurrence of the PRG with respect to any Offer.

PG&E assumes no responsibility for the actions of the PRG, including actions that may delay or otherwise affect the schedule for this Solicitation, including the timing of the selection of Offers and the obtaining of Regulatory Approval.

VIII. Regulatory Approval

The effectiveness of any executed PA is expressly conditioned on PG&E's receipt of final and non-appealable CPUC approval of such PA ("Regulatory Approval").

IX. Dispute Resolution

Except as expressly set forth in this Solicitation Protocol, by submitting an Offer, Bidder knowingly and voluntarily waives all remedies or damages at law or equity concerning or related in any way to the RFO, the Solicitation Protocol and/or any attachments to the Solicitation Protocol (“Waived Claims”). The assertion of any Waived Claims by Bidder may, to the extent that Bidder’s Offer has not already been disqualified, automatically disqualify such Offer from further consideration in the RFO or otherwise.

By submitting an Offer, Bidder agrees that the only forums in which Bidder may assert any challenge with respect to the conduct or results of the RFO is through the Alternative Dispute Resolution (“ADR”) services provided by the CPUC pursuant to Resolution ALJ-185, August 25, 2005. The ADR process is voluntary in nature, and does not include processes, such as binding arbitration, that impose a solution on the disputing parties. However, PG&E will consider the use of ADR under the appropriate circumstances. Additional information about this program is available on the CPUC’s website at the following link:
www.cpuc.ca.gov/PUBLISHED/Agenda_resolution/47777.htm.

Participant further agrees that other than through the ADR process, the only means of challenging the conduct or results of the RFO is a protest to an Advice Letter Filing seeking approval of one or more Agreements entered into as a result of the RFO, that the sole basis for any such protest shall be that PG&E allegedly failed in a material respect to conduct the RFO in accordance with this Solicitation Protocol, and the exclusive remedy available to Bidder in the case of such a protest shall be an order of the CPUC that PG&E again conduct any portion of the RFO that the CPUC determines was not previously conducted in accordance with the Solicitation Protocol. Bidder expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs, and/or attorney’s fees. Unless PG&E elects to do otherwise in its sole discretion during the pendency of such a protest or ADR process, the RFO and any related regulatory proceedings related to the RFO, will continue as if the protest had not been filed, unless the CPUC has issued an order suspending the RFO or PG&E has elected to terminate the RFO.

Bidder agrees to indemnify and hold PG&E harmless from any and all claims by any other Bidder asserted in response to the assertion of a Waived Claim by Bidder or as a result of a Bidder’s protest to an advice letter filing with the CPUC resulting from the RFO.

Except as expressly provided in this Solicitation Protocol, nothing herein including Bidder’s waiver of the Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of PG&E. Nothing in this Solicitation Protocol is intended to prevent any Bidder from informally communicating with the CPUC or its staff regarding this RFO or any other matter.

X. Termination of the RFO-Related Matters

PG&E reserves the right at any time, in its sole discretion, to terminate the RFO for any reason whatsoever without prior notification to Bidders and without liability of any kind to, or responsibility of, PG&E or anyone acting on PG&E's behalf. Without limitation, grounds for termination of the Solicitation may include the assertion of any Waived Claims by a Bidder or a determination by PG&E that, following evaluation of the Offers, there are no Offers that meet the requirements of this RFO.

PG&E reserves the right to terminate further participation in this process by any Bidder, to accept any Offer or to enter into any Agreement, and to reject any or all Offers, all without notice and without assigning any reasons and without liability to PG&E or anyone acting on PG&E's behalf. PG&E shall have no obligation to consider any Offer.

In the event of termination of the RFO for any reason, PG&E will not reimburse Bidder for any expenses incurred in connection with the Solicitation. PG&E shall have no obligation to reimburse any Bidder's expenses regardless of whether such Bidder's Offer is selected, not selected, rejected or disqualified. Unless earlier terminated, the RFO will terminate automatically upon the execution of one or more PAs by selected Bidders as described herein. In the event that no PAs are executed, then the RFO will terminate automatically on July 31, 2017.

XI. Bidder's Representations and Warranties

1. By submitting an Offer and clicking "Yes" to the "Acknowledgment of Protocol" section of the Offer Form, Bidder agrees to be bound by the conditions of the RFO, and makes the following representations, warranties, and covenants to PG&E, which representations, warranties, and covenants shall be deemed to be incorporated in their entireties into each of Bidder's Offers. Bidder agrees that an electronic signature of a duly authorized representative of Bidder shall be the same as delivery of an executed original document for purposes of the Offer Form.
 - Bidder has read, understands and agrees to be bound by all terms, conditions and other provisions of this Solicitation Protocol;
 - Bidder has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the RFO and this Solicitation Protocol, including the submittal forms and documents listed in this Solicitation Protocol which are posted on the RFO website;
 - Bidder warrants herein that the Product Contract Price and SC cost includes all Bidder's costs of adhering to the provisions of the PA;

- Bidder has obtained all necessary authorizations, approvals and waivers, if any, required by Bidder to submit its Offer pursuant to the terms of this Solicitation Protocol and to enter into a PA with PG&E;
 - Bidder's Offer complies with all applicable laws;
 - Bidder has not engaged, and covenants that it will not engage, in any communications with any other actual or potential Bidder in the RFO concerning this solicitation, price terms in Bidder's Offer, or related matters and has not engaged in collusion or other unlawful or unfair business practices in connection with the RFO;
 - Any Offer submitted by Bidder is subject only to PG&E's acceptance, in PG&E's sole discretion; and
 - The information submitted by Bidder to PG&E in connection with the RFO and all information submitted as part of any Offer is true and accurate as of the date of Bidder's submission. Bidder also covenants that it will promptly update such information upon any material change thereto.
2. By submitting an Offer, Bidder acknowledges and agrees:
- That PG&E may rely on any or all of Bidder's representations, warranties, and covenants in the RFO (including any Offer submitted by Bidder);
 - That in PG&E's evaluation of Offers pursuant to the RFO, PG&E has the right to disqualify a Bidder that is unwilling or unable to meet any other requirement of the RFO, as determined by PG&E in its sole discretion.
3. BY SUBMITTING AN OFFER, BIDDER HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH BY BIDDER OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE RFO INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH BIDDER, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO PG&E UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE RFO IN ITS ENTIRETY.