



SOUTHERN CALIFORNIA
EDISON[®]

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**SCE GREEN TARIFF SHARED
RENEWABLES-ENHANCED
COMMUNITY RENEWABLES
RENEWABLE
AUCTION MECHANISM
("CR-RAM 3") PROGRAM**

REQUEST FOR OFFERS

for

**Renewable Energy from Generating Facilities
that qualify as Community Renewables or Community
Renewables-Environmental Justice Projects**

RFO Participant Instructions

December 22, 2017

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LIST OF ASSOCIATED DOCUMENTS

- A. RIDER AND AMENDMENT TO THE PRO FORMA RENEWABLE POWER PURCHASE AGREEMENT

- B. PRO FORMA RENEWABLE POWER PURCHASE AGREEMENT

The above documents may be located and downloaded from the CR-RAM 3 RFO Website which may be found here:

<https://sceram.accionpower.com>¹

¹ All references to the “CR-RAM Website” or the “Website” herein refer to this website location.

ARTICLE ONE. GENERAL INFORMATION

1.01 Introduction

As part of the Green Tariff Shared Renewables (“GTSR”) Enhanced Community Renewables and Enhanced Community Renewables-Environmental Justice program as set forth in California Public Utilities Commission (“CPUC”) decisions D.15-01-051 and D.16-05-006 (the “Decisions”), Southern California Edison (“SCE”) is issuing its third Enhanced Community Renewables-Renewable Auction Mechanism (“CR-RAM”) Request for Offers (the “RFO”, the “CR-RAM 3 RFO”, or “CR-RAM”)² to solicit offers (“Offers”) from owners (“Offerors” or “Sellers”) of Generating Facilities that are newly constructed Eligible Renewable Energy Resources (“ERR”) and are capable of qualifying as an Enhanced Community Renewables (“CR”) project or an Enhanced Community Renewables-Environmental Justice (“EJ”) project to supply Product in accordance with a standard Renewable Power Purchase Agreement and CR-Rider and Amendment (together, the “CR-RAM PPA”) for execution in accordance with these CR-RAM 3 RFO Participant Instructions (“CR-RAM 3 RFO Instructions” or “RFO Instructions”). Capitalized terms used in these RFO Instructions, but not otherwise defined herein have the meanings set forth in the CR-RAM PPA, the California Independent System Operator (“CAISO”) tariff, or the Decisions.

The purpose of these RFO Instructions is to:

- (a) Describe the Product SCE is soliciting;
- (b) Set forth the requirements of each Offer submission, including waivers, representations, warranties, and covenants deemed made for all purposes as part of the Offer submission;
- (c) Describe the methods that SCE uses to evaluate each Offer;
- (d) Document the rights that SCE reserves for itself with regard to the CR-RAM 3 RFO; and
- (e) Describe the time frame for the CR-RAM 3 RFO.

These RFO Instructions and Associated Documents³ are available on the CR-RAM Website.

² CPUC D.16-05-006 at 18-19, 41 (Ordering Paragraph 1).

³ A List of Associated Documents is found on page (iv) of these RFO Instructions.

1.02 Definition of the Product Solicited

- (a) **Bundled Energy Product.** Product qualifying as Portfolio Content Category 1 (“Category 1” or “Category 1 Product”),⁴ which includes all electric energy produced by a newly constructed ERR Generating Facility throughout the Delivery Term of the Final Agreement (as defined below), net of Station Use; all Green Attributes; all Capacity Attributes, and all Resource Adequacy Benefits; generated by, associated with, or attributable to the output of the ERR Generating Facility throughout the Delivery Term of the Final Agreement, whether such credits or other attributes exist at the time a Final Agreement is executed or are created after the Final Agreement is executed.
- (b) As used herein, the term “Final Agreement” refers to any final agreement for the purchase of Product executed by SCE and Seller as a result of the CR-RAM 3 RFO.

1.03 Basic Terms and Conditions

- (a) SCE will accept multiple flat price Offers for the same Project (*e.g.*, flat pricing for the same Project; ten (10)-year vs. fifteen (15)-year Delivery Terms for the same Project; *etc.*). Multiple Offers for the same Project shall be considered mutually exclusive.
- (b) Seller must Offer a Commercial Operation Date commencing on the first day of a calendar month.
- (c) Sellers may submit a maximum of eight (8) Offer variations for each Project. However, at least one of the Offers must be a 10 year term.
- (d) Sellers must convey to SCE the Product.
- (e) Prior to the Delivery Term of the Final Agreement, Sellers may only deliver energy, capacity or other attributes of the ERR Generating Facility to the CAISO Market for purposes of commissioning and testing.
- (f) With respect to any Project, SCE WILL NOT ACCEPT OFFERS TO DELIVER PRODUCT AT THE PROJECT’S BUSBAR.
- (g) Sellers must Offer Product from ERR Generating Facilities that possess: (1) a completed Phase II Interconnection Study or equivalent,⁵ (2) a signed generator interconnection agreement (“GIA”), or (3) an equivalent or better interconnection study, agreement, process, or exemption.

⁴ In accordance with Public Utilities Code Section 399.16(b)(1) and D.11-12-052.

⁵ For Projects that are utilizing the interconnection study fast track process, SCE will accept either: (1) written evidence from SCE’s Grid Interconnection Department that the ERR Generating Facility has passed all fast track screens and no further studies are required; or (2) a completed System Impact Study and Facilities Study (or evidence from Grid Interconnection that the Facilities Study was waived); or (3) a signed interconnection agreement.

The interconnection study or agreement (1) must be in the same name as the Seller under the CR-RAM PPA, or (2) the Seller must demonstrate, to SCE's reasonable satisfaction, that Seller has exclusive rights to the interconnection agreement by means of an unconditional assignment.

- (h) Seller, each Offer, and each Project offered must satisfy all eligibility criteria set forth in these RFO Instructions.
- (i) SCE requires Seller to obtain CEC "pre-certification" as an ERR prior to the Commercial Operation Date. SCE encourages Generating Facilities to seek "pre-certification" as an ERR by the California Energy Commission ("CEC") prior to submittal of Offers.
- (j) Sub 500 kW projects that are aggregated to greater than 500 kW are potentially eligible, provided, in addition to all other requirements herein, such projects satisfy all CAISO Tariff requirements and:
 - (i) The Project must be composed of distributed energy resources ("DERs").
 - (ii) Seller must be a distributed energy resource provider ("DERP");
 - (iii) Every DER project must electrically connected to a common PNode;
 - (iv) Each DER project must execute a distributed energy resource provider agreement ("DERA") with the CAISO;
 - (v) DER projects must aggregate to a minimum of 500 kW as a DERA; and
 - (vi) DERs and/or DERAs must be Qualifying Facilities based on FERC requirements.
- (k) Throughout the Delivery Term, the Seller shall ensure that the Project complies with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the Voluntary Renewable Electricity Program.
- (l) SCE will host a webinar to discuss the CR-RAM 3 RFO process with participants. Information on how to attend the conference will be made available on the CR-RAM Website.
- (m) SCE will only consider Offers that are substantially complete and include all of the applicable information, representations, warranties, and covenants as set

forth in these RFO Instructions and/or the on-line application Sellers are required to complete (the “Offer Form”).

- (n) SCE encourages Offers for Projects connecting electrically to a circuit, load, or substation within the Goleta Area. The “Goleta Area” is defined as the 66 kV subtransmission and underlying lower voltage distribution facilities within the Goleta 220/66 System.
- (o) SCE encourages Diverse Business Enterprises to participate in the CR-RAM 3 RFO. Information on SCE’s Supplier Diversity Program can be found on the following SCE website: www.sce.com/sd.

CPUC General Order (“GO”) 156 (<http://www.cpuc.ca.gov/PUC/documents/go.htm>) sets the rules governing, among other things, goals, annual reporting and annual planning in the development of programs to increase participation of Diverse Business Enterprises in procurement of contracts from utilities as required by the California Public Utilities Code.

You can help SCE achieve its GO 156 goals in the following ways:

- (i) For qualified Diverse Business Enterprise Sellers (Tier 1 – direct contracting with SCE), ensure you are certified by the CPUC (The Supplier Clearinghouse) (www.thesupplierclearinghouse.com). Disabled Veteran Owned Business Enterprises in California are certified through the California Department of General Services (www.dgs.ca.gov/) and are automatically recognized by The Supplier Clearinghouse.
- (ii) Require that any qualified Tier 2 Diverse Business Enterprises (subcontractors to a Tier 1 Seller) that perform work or deliver materials related to a project that is ultimately under contract with SCE are certified by one of the above mentioned agencies.

Furthermore, as provided in Section 6.3 of GO 156, SCE’s Supplier Diversity efforts include encouraging its Sellers to develop plans to utilize Diverse Business Enterprise subcontractors. SCE can help with identifying Diverse Business Enterprises for subcontracting opportunities. In addition, the CR-RAM PPA includes a requirement to report payments made to Diverse Business Enterprises that supplied goods or services as subcontractors. A sample list of potential products and services that may be available through Diverse Business Enterprises as subcontractors is provided in the table below. This table is not intended to serve as a comprehensive list of all of the subcontracting opportunities that may be available.

PRE-Commercial Operation Date		POST-Commercial Operation Date	
Products	Services	Products	Services
<ul style="list-style-type: none"> • Environmental Impact Studies • MRO (Balance of Plant: wiring, conduit, steel, concrete, etc.) • Panels • Technology 	<ul style="list-style-type: none"> • Construction • Consulting • Engineering (Interconnection design, roads/grading, SWPPP, Arc Flash Study, Geotechnical reports, environmental monitoring, etc.) • EPC Contractor • Installation • Land Acquisition • Legal Services • Permitting • Research and Development (R&D) • Site Prep • Transportation 	<ul style="list-style-type: none"> • IT Equipment (Hardware & Software) 	<ul style="list-style-type: none"> • Engineering (Fire protection and Telecommunication) • Facilities Management • IT Support (Hardware & Software) • Large Equipment rentals and operator • Legal Services • Panel Cleaning • Plant Maintenance • Plant Security • Regulatory Reporting Services • Specialty/Admin Staffing • Water Treatment & Testing • Accounting Services • Billing Services • Settlement Services

This list was compiled with input from SCE, San Diego Gas & Electric and Pacific Gas and Electric. Please note that there may be other potential products and services that may qualify.

1.04 Communications

The primary method for exchange of information or documents concerning the CR-RAM 3 RFO, including any such exchange concerning the preparation or submission of Offers to SCE, will be via the CR-RAM Website. All communications, verbal or written, should be documented on the Website.

SCE may, in its sole discretion, decline to respond to any email or other inquiry about the CR-RAM 3 RFO without liability or responsibility.

*** End of ARTICLE ONE ***

ARTICLE TWO. ELIGIBILITY REQUIREMENTS.

2.01 Summary of Eligibility Requirements

- (a) Projects must be located in SCE's service territory.
- (b) Projects must be New Facilities (as defined below) that qualify as ERRs.
- (c) CR Projects must have a Contract Capacity less than or equal to 20.0 MW. EJ Projects⁶ must have a Contract Capacity less than or equal to 1.0 MW.
- (d) Projects must have an active, completed Phase II Interconnection Study or equivalent, a signed GIA, or an equivalent or better interconnection study, agreement, process or exemption (see also Section 1.03(g)).
- (e) Offerors must demonstrate Site Control.
- (f) The Forecasted Commercial Operation Date and interconnection date must be a date that is the first day of a calendar month and within thirty-six (36) months of the anticipated date for final and non-appealable CPUC approval of a Final Agreement.
- (g) Projects must utilize commercialized technology (*i.e.*, neither experimental, research, demonstration, nor technology in development).
- (h) Projects must qualify as a CR Project or EJ Project, as applicable, pursuant to the Decisions.
- (i) Offers must satisfy the Basic Terms and Conditions set forth in Section 1.03.

2.02 Territory

The Project must be physically located within SCE's electric service territory, and must be interconnected to SCE's electric distribution or transmission system.

2.03 New Eligible Renewable Energy Resource

The Project must be a New Facility (as defined below) that generates electricity from a resource that is an ERR. Projects that include energy storage are not eligible to participate. "New Facilities" are those that: (i) do not have an existing, nor have ever had a power purchase agreement or other contract for energy and/or capacity deliveries to SCE, or any other counterparty, for the Project at the time of execution of the Final Agreement, and (ii) is a facility that has never generated electricity before the CR-RAM PPA's Commercial Operation Date (except for testing under the CR-RAM PPA), and that was constructed for the sole purpose of the CR-RAM PPA.

⁶ Pursuant to the Decisions, SCE is required set aside 45 MW-AC of capacity for GTSR Program to EJ projects between 500 kW and 1 MW-AC and that are located in EJ areas.
SCE CR-RAM 3 RFO Instructions Article TWO

2.04 Contract Capacity; Subdivision of Larger Projects to Satisfy Maximum Contract Capacity

CR Project Offers must have a Contract Capacity greater than or equal to 0.5 MW and less than or equal to 20.0 MW. EJ Project Offers must have a Contract Capacity greater than or equal to 0.5 MW and less than or equal to 1.0 MW; *provided*, sub-500 kW distributed energy resources are eligible if they are aggregated with other projects to equal 500 kW or greater.

SCE will not execute Final Agreements with multiple Projects that utilize the same interconnection queue number if the result would be a total of more than 20 MW under contract for CR eligible Projects, whether through CR-RAM or another program. Similarly, if an Offeror bids multiple CR Projects to CR-RAM 3 RFO that total more than 20 MW from the same queue position, SCE will consider only the Offer(s) that are the most favorable Project(s), based on least-cost best-fit methodology, until a total of 20 MWs in aggregate is reached and SCE will exclude any remaining Offers from further consideration.

SCE will not execute Final Agreements with multiple Projects that utilize the same interconnection queue number if the result would be a total of more than 1 MW under contract for EJ eligible Projects, whether through CR-RAM or another program. Similarly, if an Offeror bids multiple EJ Projects to CR-RAM 3 RFO that total more than 1 MW from the same queue position, SCE will consider only the Offer(s) that are the most favorable Project(s), based on least-cost best-fit methodology, until a total of 1 MWs in aggregate is reached and SCE will exclude any remaining Offers from further consideration.

2.05 Interconnection Study

Seller must have a completed Phase II Interconnection Study or equivalent, a signed GIA, or an equivalent or better interconnection study, agreement, process, or exemption (see also Section 1.03(g)).

2.06 Site Control

Offeror must provide to SCE an attestation that Seller has Site Control for the Project through any of the following: (a) direct ownership; (b) a lease; or (c) an option to lease or purchase that may be exercised upon execution of the Final Agreement. The Offeror is required to submit a map showing the boundary of the Site for which Seller has control as part of the Final Agreement. SCE reserves the right to request additional information.

2.07 Term

Sellers may submit Offers with Delivery Terms of ten (10), fifteen (15), or twenty (20) years. At least one of the Offers needs to be a ten (10) year Delivery Term. SCE prefers Delivery Terms of ten (10) years. The Generating Facility must be scheduled to commence Commercial Operation within thirty-six (36) months of CPUC Approval of a Final Agreement. The Generating Facility's latest interconnection study or GIA, together with the Offeror's Milestone Schedule, must support a forecasted Commercial Operation

Date within thirty-six (36) months of the anticipated date of CPUC Approval of a Final Agreement.

2.08 NEPA and CEQA

If (1) the California Environmental Quality Act (“CEQA”) or the National Environmental Policy Act (“NEPA”) applies to the ERR Generating Facility and (2) a lead agency has been designated under the applicable law, then SCE will consider Offers from such ERR Generating Facilities only if the ERR Generating Facility has achieved, at a minimum, an “application deemed complete” (or equivalent)⁷ status under the land use entitlement process by the agency designated by CEQA or NEPA as the lead agency. Offers not meeting this requirement will not be given further consideration.

2.09 SCE Affiliates

SCE affiliates are permitted to participate in the CR-RAM 3 RFO. Offeror must disclose whether or not it is an SCE affiliate.

2.10 EJ Qualification

EJ Projects must satisfy the locational requirements set forth in the Decisions, based on the current version of the CalEnviroScreen tool and the eligible census tracts for EJ Projects. If SCE executes a Final Agreement with a Project that is an eligible EJ Project based upon the approved rules at the time of this CR-RAM 3 RFO, the Project will continue to be considered as an eligible EJ Project through the Delivery Term, even if the CalEnviroScreen tool is amended, or other changes occur in regards to the definition of Environmental Justice under the GTSR program.

Each individual DER of a DERA EJ Project must qualify for EJ in order to be considered to be an aggregated DER EJ Project.

2.11 Marketing Plan

Offeror must submit all marketing materials for each Project Offered to SCE on or before the Offer Due Date (as that term is defined in the CR-RAM 3 RFO Schedule).

Additional information, requirements, and submittal instructions related to marketing materials are located at the following web address: <www.on.sce.com/CRDevInfo>.

SCE strongly suggests Offerors submit their marketing materials prior to the Offer Due Date. Additionally, prior to the deadline for demonstrating Community Interest (as defined below), Offerors are required to receive SCE approval of all marketing materials.

Each individual DER of a DERA must submit a separate Marketing Plan.

⁷ Pursuant to Section 6.1 of D.14-11-042, local government uses the term “application deemed complete” (California Government Code §65943); California Energy Commission uses the term “data adequate” (Title 20 CCR § 1709); Bureau of Land Management uses the term “completed application” (43 CFR 2804.25).
SCE CR-RAM 3 RFO Instructions Article TWO *Eligibility Requirements*

2.12 Community Location

Subscribing CR Customers must be physically located within the same municipality or county as the Project, or within ten miles of the Project, prior to the execution of the Final Agreement; after the Final Agreement is executed, subscribing CR Customers may be located anywhere within SCE’s service territory (collectively, the “Community Location”).

DERPA’s CR Customers may be from any DERP Community Location.

2.13 Community Interest

Within sixty (60) days from notification of contract award, Seller must demonstrate “community interest” for the Project, as required pursuant to Decisions (“Community Interest”), or the awarded capacity may be assigned to the next highest ranking least-cost best-fit Project. Waitlisted Sellers who wish to be considered for a contract award must demonstrate Community Interest within this same sixty (60) day period. Additionally, at least 50% (by number of customers) and least 1/6th of the demonstrated Community Interest must come from residential customers.

DERA’s Community Interest can come from any DER Community Location.

2.14 CR Customer Eligibility

All CR Customers must meet the eligibility requirements as provided in these RFO Instructions and the CR-RAM PPA.

2.15 Procurement Targets for CR-RAM 3 RFO

164MW for CR and 45 MW for EJ will be allocated for this CR-RAM 3 RFO, as set forth in the table below (the “Procurement Target”). Additionally, SCE intends to incrementally procure megawatts toward its GTSR procurement target of 269 MW, depending on the amount of megawatts contracted for and subscribed to in the Green Rate program and the amount of megawatts contracted for in the CR-RAM program (with respect to each CR-RAM RFO, the “Procurement Target”).

<i>Resource Category</i>	<i>Example</i>	<i>Targeted Total MW</i>
Community Renewables	All renewables	164
Environment Justice	All renewables (< 1 MW)	45

2.16 Potential Funding for Development Security

Offers associated with the Hopi Tribe and/or Navajo Nation that qualify under the requirements of D.13-02-004 may be entitled to use available funds from the Mohave SO2 Revolving Fund to meet the Development Security obligations under the CR-RAM PPA, subject to the provision of the necessary documentation and assurances in the Final Agreement.

**** End of ARTICLE TWO ***

ARTICLE THREE. PRODUCT DELIVERY AND PRICE

3.01 Delivery Point

For ERR Generating Facilities that will be interconnected to the CAISO, the Delivery Point must be the point where the ERR Generating Facility connects to the CAISO Controlled Grid.

3.02 Product Price

The Product Price, in \$/MWh, is as defined in the CR-RAM PPA and the Product Price submitted by Seller as part of its Offer must:

- (a) Conform with the pricing requirements in the CR-RAM PPA;
- (b) Assume, if applicable, posting Development Security, Performance Assurance and any other security as required by the CR-RAM PPA;
- (c) If applicable, include awards, subsidies, tax credits, grants, etc.;
- (d) If applicable, assume the cost to dynamically schedule or firm and shape the Product into the CAISO at the Delivery Point; and
- (e) If applicable, assume the cost of any firm transmission rights to deliver the Product into the CAISO at the Delivery Point.

SCE will not accept an indexed pricing Offer.

Seller must submit its price assuming the Product Price will be adjusted by SCE in each settlement interval in each Time of Delivery Period by the Product Payment Allocation Factors set forth in Exhibit I to the CR-RAM PPA.

Seller must submit its price acknowledging that if the required Minimum Subscription Requirement is not met or exceeded, the Product Price for Unsubscribed Delivered Energy will be the lesser of (x) the DLAP Price plus the Renewable Energy Credit Market Price, and (y) the Subscribed Product Price. Seller further must submit its price acknowledging that payment for Subscribed Delivered Energy must be assigned to Customers and will be issued by SCE to Customers as bill credits.

*** *End of ARTICLE THREE* ***

ARTICLE FOUR. CR-RAM 3 RFO CURRENT SCHEDULE AND OFFER SUBMITTAL PROCESS

4.01 CR-RAM 3 RFO Current Schedule (SUBJECT TO CHANGE)

Dates⁸	Event
November 15, 2017	SCE files Tier 2 advice letter in compliance with Final Decision 16-05-006.
December 13, 2017	CPUC approves SCE’s Tier 2 advice letter.
December 22, 2017	Date SCE will launch the CR-RAM 3 RFO, in which SCE will post the RFO Instructions, Pro Forma Renewable PPA, CR-RAM Rider and Amendment and other CR-RAM 3 RFO documents on the CR-RAM Website.
January 8, 2018	Anticipated date that SCE will host the CR-RAM 3 RFO webinar.
January 17, 2018 1:00 pm	Anticipated deadline for Offerors to submit Offers and required documentation including information necessary to populate the CR-RAM PPA (the “Offer Due Date”).
March 8, 2018	Anticipated date that SCE will notify each Offeror regarding the selection status of each Offer and provide a fully populated executable CR-RAM PPA.
May 7, 2018	60 day verification of Community Interest
May 28, 2018	Anticipated date that SCE will countersign the CR-RAM PPA.
August 31, 2018	Anticipated date that SCE will submit a Tier 2 Advice Letter seeking CPUC Approval of Final Agreements.

4.02 Auction – Submission of Offer(s)

Each complete Offer, conforming to these RFO Instructions, must be submitted by 1:00 pm (noon) PPT on the Offer Due Date. SCE will only consider submissions that, as of the Offer Due Date, constitute complete and conforming Offers satisfying all eligibility criteria herein. In SCE’s sole discretion, minor deficiencies may be cured pursuant to and in accordance with SCE instructions.

⁸ SCE reserves the right to modify the dates, milestones, and any content of the proposed schedule.

An Offeror can submit a single or multiple Offers. Offers can be mutually inclusive of each other (i.e., in order to take a single Offer, SCE must accept all Offers within a mutually inclusive set), or mutually exclusive of each other (i.e., a group of Offers where SCE can only select one from the set; common when submitting multiple Offers from a single Generating Facility).

In order to have a complete and conforming Offer, an Offeror must complete and submit the Offer Form and all required documentation on the CR-RAM Website.

4.03 Offer Instructions

- (a) Seller must input information and upload all of the documents described in this Section for each Offer on the CR-RAM Website.
- (b) The CR-RAM Website utilizes a web-based information input system where all required information and documents are submitted to SCE by filling out online forms and uploading documents. The Offer Form cannot be saved and uploaded unless the Offer Form is complete. Drop-down menus and automatic re-direction to appropriate forms are incorporated to guide the Seller through the process.

Input sections for Project-specific information are provided. Further, separate input sections for Offers associated with that specific Project are provided. Sellers may use these forms to input multiple, distinct Offers associated with a specific Project.

The Offer Form has “check the box” attestations that Seller must acknowledge. If Seller is unable or unwilling to make the required attestations by checking the box, Seller cannot participate in the CR-RAM 3 RFO.

- (c) Seller’s Offer(s) must be complete in all respects and uploaded using the CR-RAM Website.

Important: Seller is responsible for the accuracy of all information delivered to SCE through the CR-RAM Website. SCE will not alter, update, or change any information submitted to the CR-RAM Website. Seller risks disqualification if delivered information is incorrect or is in conflict with uploaded documents. Seller is advised to use care when assembling and delivering the required information.

- (d) Offers that are incomplete in any way or are delivered to SCE by any means other than uploaded through the CR-RAM Website will be rejected. Printed copies of Offers, as well as electronic copies via CD, DVD, or flash drive, will not be accepted.
- (e) The Offer Form along with the completed and uploaded documents, as set forth below, make up the “Offer e-Binder.” Offer e-Binders must be

completed and uploaded by the Offer Due Date set forth in this document. The date and time set for submission of the Offer e-Binders will be strictly enforced. Late submissions will be rejected.

- (f) Along with the Offer Form, Seller must complete and upload to the CR-RAM Website **all of the following documents**:⁹
- (i) A fully executed **Officer's Certificate**, which shall be signed by an officer of either the sponsor or project company, and signifies Seller's agreement to certain conditions including, without limitation: (i) Seller's attestation that Seller has reviewed the relevant documents and is providing the Offer in good faith; (ii) Seller's attestation that Seller has site control; and (iii) Seller's attestation that Seller will not engage in collusion or other unlawful or unfair business practices in connection with the CR-RAM 3 RFO.

THIS DOCUMENT MUST BE SIGNED AND UPLOADED WITHOUT MODIFICATION. ONE OFFICER'S CERTIFICATE SHOULD BE UPLOADED FOR EACH PROJECT.

- (ii) A fully completed and executed **Evergreen Non-Disclosure Agreement ("NDA")** (this must be uploaded as a locked MS Word document).

THIS DOCUMENT MUST BE SIGNED AND UPLOADED WITHOUT MODIFICATION. THE NDA IS INTENDED TO COVER ALL PROJECTS SUBMITTED BY SELLER. ONLY ONE SIGNED EVERGREEN NDA SHOULD BE UPLOADED BY SELLER.

- (iii) A fully completed and executed **Team Development Experience Letter** (this must be uploaded as a locked MS Word document). Please ensure or note:
- All fields marked for completion must be filled in.
 - The information must match the Offer submitted and posted on the CR-RAM Website.
 - No other modifications to this letter will be accepted.
 - Must be signed by an individual duly authorized to bind Seller.
- (iv) A fully completed **Project Viability Calculator** (this must be uploaded for each project as a password-protected MS Excel file).

⁹ Except for the interconnection documents, the environmental review documents, and the project boundary documents, forms for all of these documents are posted on the CR-RAM Website. Not all of these requirements are applicable to existing projects exercising the Standard Contract Option (see Section 4).

- (v) A fully completed **Generation Profile** (this must be uploaded for each project as a password-protected MS Excel file).
- (vi) A completed **Geographic Information System** file of the project boundaries and associated gen-tie (“Project Boundary File”) as required by the CPUC.
- (vii) A completed **Environmental Review Letter** for each Project, which shall be a copy of the letter from the lead land use permitting agency documenting that the land use permit application for the project has been “deemed complete” to begin the permitting review process. This requirement applies if (1) the California Environmental Quality Act or the National Environmental Policy Act applies to the ERR Generating Facility and (2) a lead agency has been designated under the applicable law.
- (viii) Copies of the **Generating Facility’s interconnection studies** and/or GIA. As a reminder, Seller must have a Phase II interconnection study or better in order to be eligible for this CR-RAM 3 RFO.
- (ix) A fully executed **Consent for Release of Interconnection Related Information** (this must be uploaded as a locked MS Word document).
- (x) Such other information and documentation that SCE may request to verify compliance with these RFO Instructions.

For all interconnection and environmental review documents described above, SCE will accept documents uploaded to the CR-RAM Website in WORD or the PDF file format. Whenever possible, please upload these documents as searchable PDF files so that SCE may locate particular words or phrases within the respective files.

SCE will not accept the NDA or the Officer’s Certificate if it has been changed to a different format or otherwise altered in any unauthorized way. Seller is required to fill out the locked MS Word Template only in the spaces provided and upload the resulting locked MS Word document. Please sign and then scan and return ONLY the signature pages of each document.

If Seller is unresponsive to SCE’s requests for documentation, then the Offers from Seller may be disqualified from the RFO.

4.04 The CR-RAM PPA¹⁰

For the delivery of Category 1 Product, SCE’s CR-RAM PPA is structured under the assumption that:

¹⁰ Attached as Associated Documents A and B.

- (a) Seller's Offer is based upon the green-field development of a new ERR Generating Facility.
- (b) The ERR Generating Facility's first point of interconnection will be with the CAISO.
- (c) SCE will be the Scheduling Coordinator.
- (d) The CR-RAM PPA reflects SCE's *Pro Forma* Renewable Power Purchase Agreement (the "*Pro Forma* Renewable PPA") together with the Rider and Amendment to the *Pro Forma* Renewable Power Purchase Agreement (the "Rider"). Each the *Pro Forma* Renewable PPA and the Rider can be found on the CR-RAM Website. To the extent that an Offer is selected for SCE's shortlist and Seller accepts a Final Agreement with SCE, SCE will create a tailored, Project specific CR-RAM PPA using the *Pro Forma* Renewable PPA and a separate Rider. There will be no opportunity for Seller to negotiate any of the terms and conditions of the CR-RAM PPA prior to its execution. If Seller's Offer is selected, Seller will be offered a contract in the form of the CR-RAM PPA with no negotiations and only those changes necessary to reflect project specificity.
- (e) Documents necessary to complete the CR-RAM PPA include:
 - (i) Exhibit B:
 - a. Description and drawings of the Generating Facility's equipment, systems, control systems and features (see specifications in CR-RAM PPA Exhibit B).
 - b. Site plan drawing showing the general arrangement of the Generating Facility.
 - c. Single-line diagram(s) showing electrical arrangement of generating equipment, unit/service transformers, interconnection transformer(s), metering, breakers, and disconnects (as applicable).
 - (f) Legal description of the Site, including Assessor's Parcel Numbers (APNs) and a Site map.
 - (g) Exhibit C – Notice List.
 - (h) Exhibit G – Seller's Milestone Schedule and Material Permits.

Attachment A to these RFO Instructions contains forms and guidelines for documents necessary for completing the CR-RAM PPA.

4.05 Independent Evaluator

SCE has engaged an Independent Evaluator (“IE”) to evaluate and report on the solicitation, evaluation, selection, and negotiation process for this CR-RAM 3 RFO.

The Independent Evaluator will review all Offers and will have the opportunity to be present at meetings and conference calls between SCE and Offerors.

The Independent Evaluator will have full access to the CR-RAM Website and all the Offer Forms, Offer e-Binders and correspondence uploaded by Sellers.

The Independent Evaluator will periodically make presentations to SCE, the CPUC and SCE’s Procurement Review Group (“PRG”) in order to ensure that the CR-RAM 3 RFO process remains open, fair and transparent.

4.06 Submission of Offers – Resource Adequacy

Offerors have the option to bid a Generating Facility into the CR-RAM 3 RFO based on energy-only (“EO”) or Full Capacity Deliverability Status (“FCDS”) interconnection. If bidding a Generating Facility as FCDS, the Offeror must enter in the Offer Form the date the Generating Facility will achieve FCDS (the “RA Guarantee Date”), which can be a date after Commercial Operation. Thus, each Offer must indicate whether it is based on an FCDS or EO interconnection, and, if interconnecting pursuant to FCDS the RA Guarantee Date. Subject to the requirements described in these RFO Instructions, an Offeror can submit multiple Offers for the same Generating Facility, including separate, mutually exclusive Offers for an EO interconnection and an FCDS interconnection.

An EO interconnection request will identify the interconnection facilities and upgrades necessary to reliably interconnect the project, including but not limited to reliability network upgrades (“RNU”). An FCDS interconnection request will identify the interconnection facilities and upgrades necessary to reliably interconnect the project and deliver the output of the project to the aggregate of load, including but not limited to RNU and deliverability network upgrades (“DNU”).

The Generating Facility’s interconnection study or GIA must indicate that the project will obtain FCDS by the RA Guarantee Date submitted by the Offeror. For example, if the Generating Facility’s interconnection study states that it will obtain FCDS within 60 to 84 months, the earliest date that an Offeror may designate as the RA Guarantee Date in an Offer is 60 months after the expected execution date of a GIA. Using the example cited, the Offeror can submit any date as the RA Guarantee Date so long as such date is more than 60 months (including a date beyond 84 months) after the expected GIA execution date. In the event an Offeror submits a date earlier than the earliest date indicated by its interconnection study or GIA, then the RA Guarantee Date in the CR-RAM PPA and the evaluation will reflect the earliest date the project could obtain FCDS based on the Generating Facility’s interconnection study or GIA.

As described below, those Offers based on FCDS will receive RA benefits in the evaluation. RA benefits will only be considered for periods after the RA Guarantee Date. Any resulting CR-RAM PPA will require the Seller to take all commercially reasonable efforts to expeditiously obtain FCDS. In the event that the project fails to meet its RA obligations pursuant to its PPA, including failures due to a delay in achieving FCDS, the Seller will be subject to liquidated damages as provided for in the CR-RAM PPA.

Conversely, EO Offers will not receive any RA benefit in the evaluation. The CR-RAM PPA, however, will not include requirements to obtain FCDS

4.07 Evaluation and Screening of Offers

SCE will screen Offers on a “pass-fail” basis against the eligibility criteria. In order to be eligible to be considered for selection (“conforming Offer”), the Offer must pass all eligibility criteria including, but not limited to, the following:

- Generating Facility must be an ERR facility and qualify as a New Facility, not less than 0.5 MW and not greater than 20 MW for CR Projects, not less than 0.5 MW and not greater than 1 MW for EJ Projects; *provided*, sub-500 kW distributed energy resources are eligible if they are aggregated with other projects to equal 500 kW or greater.
- Forecasted Commercial Operation Date and interconnection date within thirty-six (36) months of the anticipated date of CPUC approval of a Final Agreement.
- Project has received a complete Phase II Interconnection Study, a signed GIA, or an equivalent or better interconnection study, agreement, process or exemption.^{11, 12}
- The date for interconnection indicated in the Generating Facility’s interconnection study or GIA, together with the Offeror’s Milestone Schedule, is within thirty-six (36) months of the anticipated date for final and non-appealable CPUC approval of a Final Agreement.
 - For example, if the Generating Facility’s interconnection study states that it will be able to interconnect within 12 to 24 months, SCE will assume the earlier end of the range indicated in the interconnection study (12 months in this example) when making its determination under this criterion.

¹¹ In order to be considered as an FCDS Offer, project must either have an active Phase II Interconnection Study reflecting that the project was studied for FCDS or a GIA that reflecting that the project already has FCDS.

¹² The interconnection studies contain information about the Generating Facility relevant in the course of evaluation and contracting. Differences in project descriptions, site location, interconnection and delivery points, equipment specifications, *etc.*, from those contained in the Offer will need to be reconciled for the Offer to remain eligible.

- Located within the SCE territory and can be scheduled into the CAISO.
- Delivery Point is at the first point of interconnection to the CAISO Controlled Grid.
- The Project is based on commercialized technology (i.e., is neither experimental, research, demonstration, nor development)
- SCE affiliation is disclosed, if applicable
- Offeror agrees (which agreement is indicated by the submission of an Offer) to non-disclosure terms and obligations in the CR-RAM 3 RFO NDA incorporated herein by reference.
- Offeror has provided information requested by SCE for the purpose of evaluating the Offer, including all other documentation specified in Section 4.03, in conformance with the requirements of Attachment A.

4.08 Ranking and Selection of Conforming Offers

If the Procurement Target is not exceeded and Offers are below the applicable Procurement Price Limit (as defined below), SCE shall select the applicable Offers. If the Procurement Target is exceeded, SCE must first select the least-cost best-fit EJ Projects with Offered Product Prices less than the Procurement Price Limit up to the EJ reservation amount established in the Decisions, then SCE will evaluate all remaining projects against one another on a least-cost best-fit basis and SCE must select those projects with Offered Product Prices less than the applicable Procurement Price Limit, up to the Procurement Target. SCE is not required to procure excess capacity beyond the Procurement Target, but may do so in its discretion. The least-cost best-fit (“LCBF”) principles comply with criteria set forth by the CPUC in D.03-06-071 and D.04-07-029 (“LCBF Decisions”) and other CPUC decisions on the investor-owned utilities’ RPS Procurement Plans.

The LCBF analysis evaluates both quantitative and qualitative aspects of each Offer to estimate its value to SCE’s customers and its relative value in comparison to other Offers.

SCE performs a quantitative assessment of each Offer and ranks the Offers based on benefit and cost relationships. Specifically, the total benefits and total costs are used to calculate the net levelized cost or “Net Market Value” for each complete and conforming Offer. Benefits are comprised of separate capacity, energy, and congestion components, while costs include the contract payments, debt equivalents, integration cost, congestion cost, and transmission cost. SCE discounts the monthly benefit and cost streams to a common base date. SCE also normalizes the net cost or benefit data by MWh generation. The result of the quantitative analysis is a merit-order ranking of all complete and conforming Offers’ Net Market Values.

Following the quantitative analysis, SCE conducts an assessment of the most competitive Offers' qualitative attributes. SCE utilizes the Project Viability Calculator to assess certain factors including the company/development team experience, project technology, project financing and development milestones. Additional attributes such as nominal contract payments, contribution to other SCE program goals (see below), transmission area, prior experience with project developers/sellers, seller concentration, and resource diversity are also considered in the qualitative analysis. These qualitative attributes are then considered to either eliminate or add Offers or to determine tie-breakers, if any.

Procurement Price Limits: The maximum price limits are 120 percent or below, for CR projects, and 200 percent or below, for EJ projects, of the maximum executed contract price in either the Renewable Auction Mechanism's as-available peaking category or Green Tariff program, whichever is most recent. SCE, in its sole discretion, may reject any Offer that exceeds the Procurement Price Limits.

If necessary, SCE may request additional information from Offerors prior to selection.

4.09 Notification of Contract Award, Community Interest Requirement, and Wait List

An Offeror that is selected must demonstrate fulfillment of its Community Interest requirements within sixty (60) days of notification of contract award through the CR-RAM Website or the awarded capacity will be assigned to the next highest ranking least-cost best-fit CR project in rank order which has demonstrated fulfillment of its Community Interest requirements within the same sixty (60) day period.

4.10 Preparation and Execution of Final Agreements

If selected, and Community Interest is satisfied, an Offeror will receive from SCE an executable CR-RAM PPA for each selected Offer filled in with the Project and Offeror information. Offerors should carefully review the populated CR-RAM PPA for any errors. In the notification of selected status, SCE will specify the last day for selected Offerors to submit the executed signature page(s) of the CR-RAM PPA(s), or to notify SCE if electing not to execute the CR-RAM PPA(s).

At the time of initial selection, SCE may also notify certain waitlisted Offerors of their status. Such Offerors may be offered PPAs in the event that selected Offerors decline to execute a CR-RAM PPA with SCE.

For each CR-RAM PPA that an Offeror chooses to execute with SCE, Offeror must return two (or more, at Offeror's discretion) executed originals of the CR-RAM PPA signature pages to SCE by overnight delivery to the following:

Energy Contracts
Southern California Edison
2244 Walnut Grove
Rosemead, CA 91770

Attn: Shawn Smith
626-302-4978

It is anticipated that SCE will then execute final CR-RAM PPAs and return one (or more, at Offeror's discretion) fully executed Final Agreement to Offeror.

4.11 Submission of the Final Agreements to the CPUC

- (a) SCE will submit a Tier 2 advice letter to the CPUC seeking approval of the Final Agreements entered into pursuant to the CR-RAM 3 RFO.
- (b) SCE's obligations to purchase Product under a Final Agreement will only become effective upon CPUC Approval.
- (c) In the event a transaction occurs between SCE and any of its Affiliates, such Final Agreement may also require FERC approval. In such case, SCE's obligations to purchase power under such Final Agreement will only become effective upon approval by both the CPUC and FERC.

4.12 Support for Regulatory Purposes

SCE may request that Seller provide updates of any information requested in this CR-RAM 3 RFO for purposes of filing applications or advice letters with the CPUC for approval of any Final Agreement.

*** End of ARTICLE FOUR **

ARTICLE FIVE. OFFEROR’S ACKNOWLEDGEMENT; WAIVERS AND RESERVATION OF RIGHTS; REPRESENTATIONS, WARRANTIES AND COVENANTS

By submitting an Offer to SCE pursuant to the CR-RAM 3 RFO, the Offeror acknowledges the following:

5.01 SCE’s Rights

SCE reserves the right to modify any dates and terms specified in these RFO Instructions, in its sole discretion and at any time without notice and without assigning any reasons and without liability of Edison International, SCE or any of their subsidiaries, affiliates or representatives. SCE also reserves the right to select zero Offers as an outcome of this CR-RAM 3 RFO.¹³

5.02 SCE’s Acceptance of Offers

SCE will not be deemed to have accepted any Offer, and will not be bound by any term thereof, unless and until authorized representatives of SCE and Seller execute a Final Agreement and, if appropriate, related collateral and other required agreements.

5.03 Expenses

Seller acknowledges and assumes all costs associated with submitting any Offer. In the event that the CR-RAM 3 RFO is terminated by SCE, an Offer is not selected, or a CR-RAM PPA is not executed, each Offeror will be responsible for expenses it incurs as a result of its participation in the CR-RAM 3 RFO.

5.04 Offeror’s Representations, Warranties and Covenants

- (a) By submitting an Offer, Offeror agrees to be bound by the conditions of the CR-RAM 3 RFO, and makes the following representations, warranties, and covenants to SCE, which representations, warranties, and covenants shall be deemed to be incorporated in their entirety into each of Offeror’s Offers:
 - (i) Offeror has read, understands and agrees to be bound by all terms, conditions and other provisions of these RFO Instructions;
 - (ii) Offeror has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the CR-RAM 3 RFO and these RFO Instructions, including the forms listed in Section 4.03;

¹³ The CPUC has provided SCE discretion to reject Offers in instances of market manipulation or non-competitive pricing compared to other renewable procurement opportunities.

- (iii) Offeror warrants herein that the Product Price includes Offeror's cost of providing the Development Security in accordance with Section 3.06 of the CR-RAM PPA;
- (iv) Offeror warrants herein that the Product Price includes Offeror's cost of providing the Performance Assurance in accordance with Section 1.06 of the CR-RAM PPA, and that Performance Assurance will be calculated as five percent (5%) of the estimated total Product Payments during the Delivery Term;
- (v) Offeror has obtained all necessary authorizations, approvals and waivers, if any, required by Offeror to submit its Offer pursuant to the terms of these RFO Instructions and to enter into a Final Agreement with SCE;
- (vi) Offeror's Offer complies with all Applicable Laws;
- (vii) Offeror has not engaged, and covenants that it will not engage, in any communications with any other actual or potential Offeror in the CR-RAM 3 RFO concerning this solicitation, price terms in Offeror's Offer, or related matters and has not engaged in collusion or other unlawful or unfair business practices in connection with the CR-RAM 3 RFO;
- (viii) Offeror must provide an attestation to SCE that the Offeror has received and read Attachment 1 of the Community Choice Aggregation (CCA) Code of Conduct Decision (D.12-12-036), and will not circumvent it;
- (ix) Any Offer submitted by Offeror is subject only to SCE's acceptance, in SCE's sole discretion;
- (x) Offeror represents and warrants (a) that it has complied with and shall continue to comply with the marketing requirements of the Buyer's CR-RAM RFO and any Green-® Energy eligibility criteria and requirements; (b) all marketing by Seller shall be accurate and in compliance with the FTC Green Guides; (c) any changes to the marketing plan or marketing materials shall be submitted to Buyer for review prior to Seller's use of such materials; and (d) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project as required by Green-e® Energy, including a link to Buyer's CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information; and
- (xi) The information submitted by Offeror to SCE in connection with the CR-RAM 3 RFO and all information submitted as part of any Offer is true and accurate as of the date of Offeror's submission. Offeror also

covenants that it will promptly update such information upon any material change thereto.

- (b) By submitting an Offer, Offeror acknowledges and agrees that:
 - (i) SCE may rely on any or all of Offeror's representations, warranties, and covenants in the CR-RAM 3 RFO (including any Offer submitted by Offeror);
 - (ii) SCE may disclose information as set forth in the NDA; and
 - (iii) In SCE's evaluation of Offers pursuant to the CR-RAM 3 RFO, SCE has the right to disqualify an Offeror that is unwilling or unable to meet any other requirement of the CR-RAM 3 RFO, as determined by SCE in its sole discretion.

- (c) **BY SUBMITTING AN OFFER, OFFEROR HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH BY OFFEROR OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE RFO INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH OFFEROR, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW.**

*** *End of ARTICLE FIVE* ***

ARTICLE SIX. REGULATORY APPROVAL

6.01 CPUC and FERC Approvals

SCE's obligations to purchase Product under a Final Agreement will only become effective upon CPUC Approval.

In the event a transaction occurs between SCE and any of its Affiliates, such Final Agreement may also require FERC approval. In such case, SCE's obligations to purchase power under such Final Agreement will only become effective upon approval by both the CPUC and FERC.

6.02 Support for Regulatory Purposes

SCE may request that Seller provide updates of any information requested in this CR-RAM 3 RFO for purposes of filing applications or advice letters with the CPUC for approval of any Final Agreement.

**** End of ARTICLE SIX ****

ARTICLE SEVEN. CONFIDENTIALITY, CONDUCT, AND SAFETY

7.01 Confidentiality

Sellers are required to enter into the NDA with SCE in the form posted on the SCE CR-RAM Website.

7.02 Conduct

It is expected that the Parties will act in good faith in their dealings with each other with respect to this CR-RAM 3 RFO. Seller may not engage in Communications with any other Offeror or Seller in the CR-RAM 3 RFO concerning the price terms contained in Offeror's or Seller's Offer or related matters.

7.03 Safety

Seller must develop a written plan for the safe construction and operation of the ERR Generating Facility as set forth in the CR-RAM PPA.

*** *End of ARTICLE SEVEN* ***

ARTICLE EIGHT. WAIVERS AND RESERVATION OF RIGHTS

8.01 Termination of CR-RAM 3 RFO

SCE reserves the right at any time to modify any dates specified in this CR-RAM 3 RFO or abandon this CR-RAM 3 RFO without notice, without assigning any reasons, and without liability of Edison International, SCE or any of their subsidiaries, affiliates or representatives to any Seller.

SCE will not be deemed to have accepted any Offer, and will not be bound by any term thereof, unless and until authorized representatives of SCE and Seller execute a Final Agreement and, if appropriate, related collateral and other required agreements.

In the event that SCE terminates this CR-RAM 3 RFO, Seller shall be responsible for any expenses incurred by Seller as a result of this CR-RAM 3 RFO.

8.02 Release of SCE for any Delays

Seller acknowledges that except for SCE's obligation to submit a fully executed Final Agreement to the CPUC for approval, Seller bears sole responsibility for submitting all applications and obtaining all permits, leases or mortgages, and interconnection, financing and other agreements necessary for Seller to perform under a Final Agreement.

Seller further acknowledges and agrees that SCE shall have no liability for the:

- (a) Time required to complete any studies, obtain any required permits for ERR Generating Facility operation, or enter into any agreements discussed or contemplated under this CR-RAM 3 RFO (including without limitation interconnection studies, leases, mortgages, financing or permits);
- (b) Time required to perform construction for Network Upgrades necessary to meet the Commercial Operation Deadline;
- (c) Time to construct the ERR Generating Facility;
- (d) Time required to acquire any environmental permits to construct or operate, including acquisition of any emission credits required by law or regulation; or
- (e) Failure to reach agreement on, or time to reach agreement regarding, the use of SCE property for the Site.

8.03 Waived Claims

By submitting an Offer, Seller knowingly, voluntarily, and completely waives any rights under statute, regulation, state or federal constitution or common law to assert any claim, complaint or other challenge in any regulatory, judicial or other forum, including without limitation, the CPUC (except as expressly provided below), the FERC, the Superior Court of the State of California ("State Court") or any United States District Court ("Federal Court") concerning or related in any way to the CR-RAM 3 RFO or these RFO Instructions, including all exhibits, attachments, and appendices thereto ("Waived Claims"). Seller further expressly acknowledges and

consents that if it asserts any Waived Claim at the CPUC, FERC, State Court or Federal Court, or otherwise in any forum, to the extent that Seller's Offer has not already been disqualified, SCE is entitled to automatically disqualify this Offer from further consideration in the CR-RAM 3 RFO or otherwise, and further, SCE may elect to terminate the CR-RAM 3 RFO.

By submitting an Offer, Seller further agrees that the sole forum in which Seller may assert any challenge with respect to the conduct or results of the CR-RAM 3 RFO is at the CPUC. Seller further agrees that: (1) the sole means of challenging the conduct or results of the CR-RAM 3 RFO is a complaint filed under Article 3, Complaints and Commission Investigations, of Title 20, Public Utilities and Energy, of the California Code of Regulations, (2) the sole basis for any such protest shall be that SCE allegedly failed in a material respect to conduct the CR-RAM 3 RFO in accordance with these RFO Instructions; and (3) the exclusive remedy available to Seller in the case of such a protest shall be an order of the CPUC that SCE again conduct any portion of the CR-RAM 3 RFO that the CPUC determines was not previously conducted in accordance with these RFO Instructions (including any Associated Documents). Seller expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs and/or attorneys' fees. Unless SCE elects to do otherwise in its sole discretion, during the pendency of such a protest the CR-RAM 3 RFO and any related regulatory proceedings related to the CR-RAM 3 RFO will continue as if the protest had not been filed, unless the CPUC issues an order suspending the CR-RAM 3 RFO or SCE has elected to terminate the CR-RAM 3 RFO.

Seller further acknowledges and agrees that if Seller asserts any Waived Claim, SCE shall be entitled to seek immediate dismissal of Seller's claim, complaint or other challenge, with prejudice, by filing a motion to dismiss (or similar procedural device) supported by the language in this Article Eight and that Seller will not challenge or oppose such a request for dismissal. Seller further acknowledges and agrees that if it asserts any Waived Claim, and if SCE successfully has that claim dismissed or transferred to the CPUC, Seller shall pay SCE's full costs and expenses incurred in seeking such dismissal or transfer, including reasonable attorneys' fees.

Seller agrees to indemnify, defend and hold harmless SCE from any and all claims by any other Seller asserted in response to the assertion of any Waived Claim by Seller or as a result of a Seller's protest to a filing at the CPUC resulting from the CR-RAM 3 RFO.

Except as expressly provided in these RFO Instructions, nothing in these RFO Instructions, including Seller's waiver of any Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of SCE.

*** End of ARTICLE EIGHT ***

ARTICLE NINE. SCE RIGHTS AND DOCUMENT CONFLICTS

9.01 SCE's Rights

SCE may, at its sole discretion, enter into Final Agreements with one or more entities submitting Offers that will provide the best value to SCE's customers considering a variety of factors as discussed herein.

SCE reserves the right to reject any Offer at any time on the grounds that it does not conform to the terms and conditions of these RFO Instructions.

SCE also retains the right, in its sole judgment, to:

- (a) Subject to D.14-11-042, modify these RFO Instructions, and any of the Associated Documents, as it deems necessary;
- (b) Condition SCE's acceptance of any selected Offer on a Seller's agreement to modifications thereto including any modifications that may be recommended by SCE's PRG; and
- (c) Determine what is or is not "reasonable," as this term is used within these RFO Instructions.

9.02 Document Conflicts

In the event of any conflict between terms contained in these RFO Instructions or any of the Associated Documents, the conflict will be resolved by the following priority of documents:

- (a) The *Pro Forma* PPA;
- (b) The CAISO Tariff; and
- (c) These RFO Instructions;

Notwithstanding the foregoing, if a Final Agreement is executed between SCE and Seller, it will have precedence over the documents listed above.

*** *End of ARTICLE NINE* ***

ATTACHMENT A
***CR-RAM PPA Exhibit B Quality Checklist and Generating
Facility Description Template***

Use this checklist to assist in constructing a complete Exhibit B for your Offer. Remember to label everything and always err on the side of inclusiveness. SCE looks at these documents very closely and has a lot of experience doing so. Projects that don't meet these criteria will be deemed deficient.

General	
1	Remove any and all confidentiality statements from each of the drawings. Confidentiality is covered by the PPA and NDA
Consistency	
1	The name of the Project on all documents must match the PPA
2	The Equipment specifications must be consistent among all documents
3	The Project capacity and other details outlined in this Exhibit B <i>must</i> match the Interconnection Study or GIA
4	Any discrepancies must be explained in an accompanying letter (if applicable)
Generating Facility Description	
1	All Offerors <i>must</i> use the template provided
Site Plan Drawing	
1	The site layout must include major equipment (e.g., boilers, environmental control devices, turbines, transformers, etc.)
2	Label the Project substation/interconnection point
3	Label all streets, right of ways, crossings, ingress, egress
4	Identify adjacent projects (if applicable)
Single Line Drawing	
1	Show interconnection point (i.e., utility substation name, equipment type and number, circuit name, etc. – as identified in the interconnection study or agreement)
2	Show metering (e.g., CAISO, SCE, etc.)
3	Ensure that all elements of the Project are shown to be behind the meter (i.e., on the Project side of the meter) – including provisions for station use
4	Show ratings for all transformers (e.g., MVA, High & Low voltage, Impedance, etc.)
5	Show station service power auxiliary transformer
6	Show breakers, disconnects, relays, etc.
Process Flow Diagram	
1	Must show all major equipment, fuel inputs, steam flows, electric flows, etc.
Legal Description of the Site	
1	List of all Assessor's Parcel Numbers (the "APNs") for land parcels that are part of the Site
2	Matches site plan drawing or site map
Site Map	
1	Illustrate the location of Project in the county (see example)
2	Illustrate Highways or landmarks to help locate the Project
3	Illustrate adjacent projects (if applicable)
4	Illustrate the Point of Interconnection (if possible)

Generating Facility Description
[For Solar PV]

Name and Address of Generating Facility:

Latitude and Longitude: *[approximate centroid]*

Technology: *[specify fixed tilt OR single-axis tracking OR dual-axis tracking AND monocrystalline silicon OR polycrystalline silicon OR thin film]*

Item	Manufacturer	Model Number	Rating	Quantity	Total Rating
Photovoltaic Modules			<i>[Rating, in W DC, of a single module]</i>		
Inverter			<i>[include temperature specific to rating, if applicable. e.g. 800kVA @ 50°C]</i>		
Medium Voltage Transformer	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		
Primary Step Up Transformer <i>[if applicable]</i>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		

[Unless stated otherwise, all fields in the table are required.]

Description of Shared Facilities: *[if applicable]*

Generating Facility Description
[For Biofuel]

Name and Address of Generating Facility:

Latitude and Longitude: *[approximate centroid]*

Technology: *[specify stoker grate, circulating fluidized bed, etc.]* Boiler

Ultimate Heat Sink: *[specify Evaporative Cooling Tower, Dry Cooling Tower, or River/Lake]*

Fuel Type and Source:

Item	Manufacturer	Model Number	Rating	Quantity	Total Rating
Steam Generator		<i>[optional]</i>			
Prime Mover		<i>[optional]</i>			
Generator					
Primary Step Up Transformer	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		

[Unless stated otherwise, all fields in the table are required.]

Description of Host Facility: *[if applicable]*

Description of Shared Facilities: *[if applicable]*

Generating Facility Description *[For Wind]*

Name and Address of Generating Facility:

Latitude and Longitude:

Technology: *[Wind]*

[For Wind]

Item	Manufacturer	Model Number	Rating	Quantity	Total Rating
Wind Turbine Generators			<i>[Rating, in kW AC, of a single WTG]</i>		
Medium Voltage Transformer	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		
Primary Step Up Transformer <i>[if applicable]</i>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		

[Unless stated otherwise, all fields in the table are required.]

Description of Shared Facilities: *[if applicable]*