
Request for Offers:

2021 Renewable Energy Supplies and Stand-Alone Storage (Rebid of PUC.PRO.0213)

Agreement No. PUC.PRO.0236

10/15/2021



San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

Table of Contents

1. INTRODUCTION AND BACKGROUND	1
2. ATTACHMENTS	3
3. PRODUCTS SOUGHT	4
4. RFO TIMELINE AND INSTRUCTIONS TO RESPONDENTS.....	10
5. BID REQUIREMENTS AND MINIMUM QUALIFICATIONS	13
6. CONTRACT FORM.....	19
7. EVALUATION PROCESS	19
8. PROTEST PROCEDURES	21
9. ADDITIONAL SFPUC REQUIREMENTS.....	24
10.DEFINITIONS	25

1. Introduction and Background

As described more fully below, the City and County of San Francisco (“City”), acting by and through its Public Utilities Commission (“SFPUC”), seeks to purchase energy, Environmental Attributes, Capacity Attributes, Ancillary Services and related products from new and existing Eligible Renewable Energy Resources (“ERRs”), as defined in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, co-located ERR and Energy Storage resources and Stand-Alone Energy Storage (“SES”) resources directly connected to the California Independent System Operator (“CAISO”) Balancing Authority Area (“BAA”) for the SFPUC Power Enterprise’s (1) CleanPowerSF, the City’s Community Choice Aggregation (“CCA”) program, and (2) the Hetch Hetchy Power, the City’s municipal electricity utility.

Through this Request for Offers (“RFO”), the SFPUC seeks bids for the following product types:

- Product 1: Product Content Category 1 (“PCC 1”) Energy, Environmental Attributes, and Capacity Attributes (if applicable) from new or existing ERRs (“Renewable Product”);
- Product 2: Renewable Product and Energy, Capacity Attributes, and Ancillary Services (“Storage Product”) from new or existing ERRs co-located with energy storage;
- Product 3: Storage Product from new or existing SES resources.

Bids submitted for the respective product types shall meet the following additional criteria:

- ERRs and Energy Storage resources must be directly connected to the CAISO BAA, with a preference for resources located in the nine (9) Bay Area Counties¹;
- For ERRs, minimum annual energy delivery of 10,000 megawatt-hours (“MWh”) per year and a maximum of 200,000 MWh per year;
- Energy Storage resources must provide Energy, Ancillary Services, and Resource Adequacy (“RA”) Capacity and be at least 1 MW_{AC} for at least 4-hour duration;
- Initial delivery date ranging from January 2022 – December 2026;
- For ERRs and ERRs co-located with energy storage, terms up to 25 years; and
- For SES resources, terms up to 15 years.

The SFPUC anticipates entering into contracts with one or more winning Respondents through this RFO.

1.1 The SFPUC

The SFPUC is the City department that provides retail drinking water and wastewater services to San Francisco, wholesale water to three (3) Bay Area counties, and green hydroelectric and solar power to San Francisco's municipal operations and retail customers in the City. The SFPUC’s

¹ San Francisco, San Mateo, Santa Clara, Alameda, Marin, Sonoma, Napa, Solano, and Contra Costa counties.

mission is to provide its customers with high quality, efficient and reliable water, power, and sewer services in a manner that is inclusive of environmental and community interests, and that sustains the resources entrusted to its care.

The SFPUC is comprised of three (3) separate enterprises: Water, Wastewater, and Power. The SFPUC Water Enterprise is responsible for managing the transmission, treatment, storage and distribution of potable water to San Francisco's wholesale and retail customers, and the production of hydroelectric power. The SFPUC Wastewater Enterprise is responsible for managing the collection, treatment and disposal of San Francisco's wastewater.

The Power Enterprise (AA-/AA long-term bond ratings from Fitch/Standard and Poor's) is a municipal electrical utility responsible for 385 MW of hydro generation resources, transmission and distribution service, retail power supply and service, power scheduling and settlements, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, energy resource planning, and various other related electric utility services. The Power Enterprise serves approximately 3,500 customer accounts with an annual load of approximately 1,000 gigawatt-hours ("GWh").

In May 2016 the SFPUC launched CleanPowerSF (A2 ratings from Moody's), the City's Community Choice Aggregation Program ("CCA Program"). As a division of the Power Enterprise, the CleanPowerSF program is under the direct administrative oversight of its Assistant General Manager, who in turn reports to the SFPUC General Manager. The program is funded solely by CleanPowerSF ratepayers and does not rely on funding from the Power Enterprise, SFPUC, or the City. The goals of CleanPowerSF are to provide (1) affordable and reliable electricity services to San Francisco residents and businesses, (2) cleaner energy alternatives advancing the City's Greenhouse Gas reduction goals; (3) investment in local renewable energy projects and jobs; and (4) long-term rate and financial stability.

CleanPowerSF serves approximately 380,000 retail accounts with an annual energy requirement of approximately 3,000 GWh. The program has maintained an opt-out rate of about 4.1% and has attracted approximately 8,000 upgrades to CleanPowerSF's 100% renewable "SuperGreen" product. CleanPowerSF's audited financial statements can be found at the following location: <https://sfpuc.org/about-us/reports/audited-financial-statements-comprehensive-annual-financial-reports>.

2. ATTACHMENTS

The following attachments are included with this RFO:

- Attachment A: Bid Submittal Non-Disclosure Agreement (must be submitted with the Bid, if applicable)
- Attachment B: Bid Workbook (must be submitted with the Bid)
- Attachment C: Form Agreements
 - 1) Form Renewable PPA
 - 2) Form Renewable + Storage PPA
 - 3) Form Energy Storage Agreement (ESA)
- Attachment D: Exclusive Negotiations Agreement
- Attachment E: Short-list Non-Disclosure Agreement
- Attachment F: Social Impact Partnership Submittal

Electronic versions of Attachments A, B, C, D, E, and F are available on SFBid (<https://sfbid.sfwater.org/>).

3. PRODUCTS SOUGHT

The SFPUC is seeking proposals for the sale and purchase of renewable energy per the following terms:

Requirement	Product 1: Renewable Product – Specifications	Product 2: Renewable Product and Storage Product – Specifications	Product 3: Storage Product – Specifications
Resource Eligibility	All ERRs must be California Renewable Portfolio Standard (“RPS”) certified, consistent with Public Utilities Code Section 399.12 and Section 25741 of the California Public Resources Code. Projects must be installed in-front-of-the-meter, delivering power to the grid and may not behind-the-meter delivering power directly to an end user’s load.	All ERRs must be California Renewable Portfolio Standard (“RPS”) certified, consistent with Public Utilities Code Section 399.12 and Section 25741 of the California Public Resources Code. Projects must be installed in-front-of-the-meter, delivering power to the grid and may not behind-the-meter delivering power directly to an end user’s load. All energy storage resources must be at least 1 MW _{AC} in size with a duration of at least four (4) hours.	All SES resources must be at least 1 MW _{AC} in size with a duration of at least four (4) hours. Projects must be installed in-front-of-the-meter, delivering power to the grid and may not behind-the-meter delivering power directly to an end user’s load.
Project Location	Resources must be directly connected to the CAISO BAA. A project will satisfy this requirement if it is directly connected to the CAISO through Participating Transmission Owners and would not require the SFPUC to schedule Imports or to obtain Maximum Import Capability (MIC) allocations. Preference will be given to bids from projects located within California and within the nine (9) Bay Area Counties.		
Delivery Point	Respondent shall be financially and operationally responsible for delivery of all Renewable Product and/or Storage Product to the delivery point(s), as further described below. The SFPUC will accept delivery to the NP15 trading hub or another specified node including the project node.		

Requirement	<u>Product 1: Renewable Product – Specifications</u>	<u>Product 2: Renewable Product and Storage Product – Specifications</u>	<u>Product 3: Storage Product – Specifications</u>
Product Types	Bids for Energy from new or existing ERRs must satisfy applicable Product Content Category (“PCC”) 1 delivery requirements for all energy volumes.	<p>Renewable Product from new or existing ERRs and Storage Product. Resources may be hybrid or co-located. Storage capacity should be sized to optimize the economic and technical value of the project. Storage offers must qualify for RA Capacity and be at least 1 MWac in size with at least four (4) hour duration.</p> <p>SES resources are expected to operate at approximately 365 cycles per year and a minimum of 1 cycle per day.</p> <p>SES resources must be available for a minimum of 98% of hours annually and have a minimum round-trip efficiency of 80%.</p>	<p>Bids SES resources must include Energy, RA capacity, and Ancillary Services.</p> <p>SES resources must have a minimum daily dispatch capacity of at least four (4) hours. Longer storage durations will also be considered.</p> <p>SES resources are expected to operate at approximately 365 cycles per year and a minimum of 1 cycle per day.</p> <p>SES resources must be available for a minimum of 98% of hours annually and have a minimum round-trip efficiency of 80%.</p>
Capacity	The SFPUC will consider proposals from ERRs offering Energy Only or RA Capacity Attributes.	The SFPUC will consider proposals from ERRs offering Energy Only or RA Capacity Attributes. Energy Storage resources shall include Capacity Attributes.	The SFPUC will only consider proposals for SES resources that include Capacity Attributes. The SFPUC will not consider proposals for SES resources that only supply RA Capacity.

Requirement	<u>Product 1: Renewable Product – Specifications</u>	<u>Product 2: Renewable Product and Storage Product – Specifications</u>	<u>Product 3: Storage Product – Specifications</u>
Term of Agreement	<p>Respondents may provide offers of terms less than 25 years.</p> <p>New ERRs may have terms up to twenty-five (25) years, and no less than ten (10) years.</p> <p>Existing ERRs may have terms of one (1) to twenty-five (25) years.</p>	<p>Respondents may provide offers of terms less than 25 years.</p> <p>New ERRs co-located with Storage may have terms up to twenty-five (25) years, and no less than ten (10) years.</p> <p>Existing ERRs co-located with Storage may have terms of one (1) to twenty-five (25) years.</p>	<p>New SES resources may have terms of ten (10) to fifteen (15) years.</p> <p>Existing SES resources may have terms of one (1) to fifteen (15) years.</p>
Delivery Start Date	Proposals must have a delivery start date that is no earlier than January 1, 2022 and no later than December 31, 2026.		
Minimum and Maximum Energy Deliveries / Nameplate Capacities	<p>Annual energy deliveries from ERRs shall be no less than 10,000 MWh per year and no more than 200,000 MWh per year.</p> <p>Bids may be for all or part of a project's output.</p>	<p>Annual energy deliveries from ERRs shall be no less than 10,000 MWh per year and no more than 200,000 MWh per year. Energy Storage resources must be at least 1 MW_{AC}.</p> <p>Bids may be for all or part of a project's output.</p>	<p>SES resources must be at least 1 MW_{AC} for at least 4-hour duration and no more than 75 MW_{AC}.</p> <p>Bids may be for all or part of a project's output.</p>
Firmness of Renewable Energy	The PCC 1 energy supply for both Product 1 and Product 2 may be offered as Unit Contingent, As-Available Renewable Energy – Renewable energy (and Capacity Attributes, if applicable) supplied by the Respondent to the SFPUC at the delivery point in hourly		N/A

Requirement	Product 1: Renewable Product – Specifications	Product 2: Renewable Product and Storage Product – Specifications	Product 3: Storage Product – Specifications
	<p>amounts equal to all or a specified fraction of the facility’s actual energy production. The proposed hourly production forecast and expected total annual deliveries shall be identified in the attached Bid Workbook (Attachment B).</p> <p>Respondents may also offer PCC 1 energy supply as firm and shaped renewable energy (and Capacity Attributes, if applicable) supplied by the Respondent to the SFPUC at the delivery point. Deliveries shall NOT be firm and shaped from coal or nuclear resources.</p>		
Scheduling	<p>Buyer will perform all scheduling coordinator functions. The scheduling of product deliveries shall be accomplished according to industry practices applied in the Western Electricity Coordinating Council (“WECC”) region. It will be the Respondent’s obligation to deliver all energy quantities identified in the firm schedules from the specified resource(s) to the delivery point.</p>		
Labor and Workforce Development	<p>For new projects, each Respondent is encouraged to commit to using a project labor agreement, community workforce agreement, work site agreement, or similar agreement providing for terms and conditions of employment, prevailing wages and workforce training.</p>		
Supplier Diversity	<p>Successful Respondents will be required to comply with all applicable requirements of the City’s Non-Discrimination in Contracting Ordinance (San Francisco Administrative Code Chapter 12B).</p> <p>Each bid should also describe efforts that will be made to engage CPUC General Order 156 suppliers and local business enterprises for the project.</p>		
Responsible Procurement	<p>The City will not accept any proposals for facilities that rely on equipment or resources built with forced labor. Consistent with the business advisory jointly issued by the U.S. Departments of State, Treasury, Commerce and Homeland Security on July 1, 2020, equipment or resources sourced from the Xinjiang region of China are presumed to involve forced labor. Respondent must certify that it will not utilize such equipment or resources in connection with the construction, operation or maintenance of the applicable generating and/or storage facility (certification included in Attachment B).</p>		

Requirement	<u>Product 1: Renewable Product – Specifications</u>	<u>Product 2: Renewable Product and Storage Product – Specifications</u>	<u>Product 3: Storage Product – Specifications</u>
Proposed Pricing	<p>Each bid must, at a minimum, include the following two pricing alternatives:</p> <ol style="list-style-type: none"> 1. A fixed \$/MWh price, for each year of the proposed contract term, for delivery to the generator node; <p>AND</p> <ol style="list-style-type: none"> 2. A fixed \$/MWh price, for each year of the proposed contract term, for delivery to the NP15 trading hub, as defined by the CAISO [TH_NP15_GENAPND]. <p>Proposed prices shall include Environmental Attributes and RA Capacity Attributes, if applicable.</p> <p>Responses may also include pricing at other Delivery Points for the SFPUC’s consideration (in its discretion).</p> <p>In addition to a fixed price, Respondents may also provide Index + premium pricing. Responses should indicate the Delivery Point and/or pricing hub for the SFPUC’s consideration.</p>	<p>Each bid must, at a minimum, include the following two pricing alternatives:</p> <ol style="list-style-type: none"> 1. A fixed \$/MWh price, for each year of the proposed contract term, for delivery to the generator node and a fixed \$/kW-month for Storage product; <p>AND</p> <ol style="list-style-type: none"> 2. A fixed \$/MWh price, for each year of the proposed contract term, for delivery to the NP15 trading hub, as defined by the CAISO [TH_NP15_GENAPND] and a fixed \$/kW-month for Storage product. <p>Proposed prices shall include Environmental Attributes and RA Capacity Attributes, if applicable.</p> <p>Responses may also include pricing at other Delivery Points for the SFPUC’s consideration (in its discretion).</p> <p>In addition to a fixed price, Respondents may also provide Index + premium pricing. Responses should indicate the Delivery</p>	<p>Each bid must, at a minimum, include pricing as a fixed \$/kW-month that is not adjusted by periodic escalators or time of delivery multipliers/factors.</p>

Requirement	Product 1: Renewable Product – Specifications	Product 2: Renewable Product and Storage Product – Specifications	Product 3: Storage Product – Specifications
	As specified, each pricing option for both shall remain unchanged throughout the entire contract term and shall not be adjusted by periodic escalators or time of delivery multipliers/factors.	Point and/or pricing hub for the SFPUC's consideration. As specified, each pricing option for both shall remain unchanged throughout the entire contract term and shall not be adjusted by periodic escalators or time of delivery multipliers/factors.	
Green-e® Energy Eligibility	New generating projects must be Green-e® Energy eligible resources. A copy of the Green-e® Energy National Standard as well as additional information regarding the Green-e® Energy program can be accessed via the following web link: http://www.green-e.org/getcert_re_stan.shtml#standard .		N/A

4. RFO TIMELINE AND INSTRUCTIONS TO RESPONDENTS

4.1 RFO Timeline

Event	Date
RFO Issued	October 15, 2021
Deadline to Submit Questions	October 22, 2021 at 5:00 PM PPT
Responses to Questions Provided	October 27, 2021
Deadline to Submit Bids	October 29, 2021 at 2:00 PM PPT
Notification of Shortlisted Respondents	November 22, 2021
Contract Negotiations and Contract Approval	December 2021 – February 2022 (estimated)

4.2 Bid Documents

The submission of a bid shall be deemed a representation and certification by the Respondent that:

- The bid package includes all required components of the Bid Workbook (Attachment B);
- The bid package includes a partially executed Bid Submittal Non-Disclosure Agreement,² if Respondent's financials are not public (Attachment A);
- The individual submitting the bid is authorized to act on behalf of Respondent;
- Respondent has read and understands the information provided by the SFPUC in this RFO and the information is the basis for the submission of Respondent's bid;
- Respondent has the financial and technical capability to successfully undertake and complete the responsibilities and obligations described in the bid submitted by Respondent;
- All information contained in the bid is true and correct;

² This NDA is non-negotiable.

- Respondent understands and acknowledges that the SFPUC may select its bid for contract execution at its sole discretion;
- The SFPUC has the right to make any inquiry of Respondent or any third-party it deems appropriate to substantiate or supplement information supplied by Respondent, and Respondent hereby grants the SFPUC permission to make these inquiries, and Respondent agrees to provide any and all requested documentation or information in a timely manner.

No request for modification of any bid shall be considered by the SFPUC after the submission of a bid on the grounds that the Respondent was not fully informed of any fact or condition stated in this RFO.

4.3 Addenda/Clarifications

Respondents are responsible for reviewing all portions of this RFO. Respondents are to promptly notify the SFPUC, in writing, if the Respondent discovers any ambiguity, discrepancy, omission, or other error in the RFO. Any such notification should be directed to the SFPUC promptly after discovery, but in no event later than five working days prior to the date for receipt of bids.

Modifications and clarifications will be made by addenda as provided below.

Any interpretation of, or change in, the RFO will be made by addendum and shall become a part of the RFO. Addenda will be posted on the [SFBid website \(https://sfbid.sfwater.org/\)](https://sfbid.sfwater.org/).

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFO on the [SFBid website \(https://sfbid.sfwater.org/\)](https://sfbid.sfwater.org/). The Respondent shall be responsible for ensuring that its bid reflects any and all addenda posted by the SFPUC prior to the bid due date regardless of when the bid is submitted. The SFPUC will not be responsible for any other explanation or interpretation.

4.4 Bid Submissions

All bids must be submitted online via the [SFBid website \(https://sfbid.sfwater.org/\)](https://sfbid.sfwater.org/).

Detailed bid response requirements are listed on the online response form within SFBid (“Proposal Response Form”). Please refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form.

Attachment B to this RFO must be completed and submitted in Excel spreadsheet format with the bid in order for the bid to be considered.

Bids must be submitted no later than **2:00 PM on Friday, October 29, 2021**. All bids received after that time will be rejected. **Note:** all files must be successfully uploaded before the deadline. Please allow enough time for all attachments to upload before submitting.

For technical or procedural questions regarding the online submittal, please contact sfbid@sfwater.org.

4.5 Amendment or Withdrawal of Bids

A Respondent may amend or withdraw its bid at any time prior to the date and time specified as the deadline for submission of bids by following prompts on the SFBid website. Once withdrawn, a Respondent may submit a new bid through SFBid prior to the bid submission deadline.

4.6 Short-listed Offer Requirements

Upon short-list notification, the SFPUC will require the timely submission of the following items:

- A signed Exclusive Negotiations Agreement (Attachment D);
- A signed Short-list Non-Disclosure Agreement (“NDA”) (Attachment E)³;
- Evidence of site control;
- Evidence of interconnection status (such as Interconnection Study, completed System Impact Study, or passed WDT/CAISO Fast Track Screen, and Generator Interconnection Agreement, as applicable);
- Description and evidence of land use and environmental permitting status;
- Redline of the applicable Term Sheet (to be provided upon short-list notification) and identification of any contract terms that the Respondent deems unacceptable;
- Any other relevant information the SFPUC deems necessary in its sole discretion.

4.7 Rights of the SFPUC

This RFO does not commit the SFPUC to enter into a contract with any Respondent and Respondents are solely responsible for any costs they incur for the preparation and submission of bids or in review, negotiation, and/or execution of any and all contract documents related to or resulting from this RFO. The SFPUC reserves the right to:

- Make the selection of bids based on its sole discretion;
- Reject any and all bids;
- Request any and all Respondents to provide additional information under this RFO;

³ The NDA and Exclusive Negotiations Agreements are non-negotiable.

- Prior to the submission deadline for bids, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any supplies to be provided under this RFO, or the requirements for contents or format of the bids;
- In its sole discretion and without notice, suspend, or terminate this RFO without liability to any Respondent;
- Issue subsequent RFOs or Solicitations for Proposals;
- Remedy technical errors in the RFO process or documents;
- Approve or disapprove the use of particular subcontractors;
- Negotiate with any or all of the Respondents;
- Accept a bid or bids that are not the lowest price offer;
- Waive non-substantive informalities and irregularities in the bids; and/or
- Enter into a contract with another Respondent in the event the originally selected Respondent(s) withdraws, discontinues negotiations, or otherwise fails to execute a contract with CleanPowerSF or Power Enterprise.

This RFO does not constitute an offer to buy nor does it create an obligation on the part of the SFPUC to enter into an agreement with any entity, and the SFPUC shall not be bound by the terms of any bid until the parties have entered into a fully executed agreement.

Failure by the SFPUC to object to an error, omission, or deviation in any bid will in no way modify the RFO or excuse the Respondent from full compliance with the specifications of the RFO or any contract awarded pursuant to this RFO. Any failure by the SFPUC to recognize or take action in response to a failure by a Respondent to observe any provision of this RFO shall not be deemed to be a waiver of any provision set forth herein. No Respondent responding to this RFO shall obtain any claim or right of action against the SFPUC or the City by reason of any aspect of the RFO; any defects or abnormalities contained herein; any defects or abnormalities in the selection process; the rejection of any bid; the acceptance of any bid; any statements, representation, acts or omissions of the SFPUC; the exercise of any SFPUC discretion set forth in or with respect to any of the foregoing, and; any and all other matters arising out of all or any of the foregoing.

5. BID REQUIREMENTS AND MINIMUM QUALIFICATIONS

This section sets forth the guidelines for the content and format of bids. Each Respondent may submit one or more bids in response to this RFO. Each bid may feature different pricing and project terms as provided for in the Bid Workbook (Attachment B). Respondents should review the instructions provided in the Bid Workbook (Attachment B) for additional information regarding the organization and submittal of the bid variations.

Respondents that intend to submit bids from generating facilities that have not achieved commercial operation must provide requested information regarding the project development status of the facility, as further described below.

5.1 Minimum Qualifications

The SFPUC is seeking bids from entities sufficiently qualified, experienced and capable of providing the Renewable Product and/or the Storage Product. The following is a list of the minimum requirements for Respondent qualifications. Respondents that do not possess the required minimum qualifications shall be deemed “not qualified” and their bid(s) shall be rejected. Bids must provide documentation sufficient to demonstrate that Minimum Qualifications described below have been met.

- Firm has developed, installed, or is currently operating at least 50 MW of capacity of the same product type as the submitted bid. Please submit a summary of relevant projects (including product type, size, location, Commercial Operation Date (“COD”), role of the Firm, etc.) through SFBid.
- Firm has at least five (5) years of experience in the development and operation of utility-scale renewable energy and/or stand-alone storage projects within the last ten (10) years. If Firm does not have five (5) years of experience, Senior Staff of Firm (including the Executive Team and the management team responsible for the development, operation and management of the facility) must each hold at least five (5) years of experience in the development and operation of utility-scale renewable energy and/or stand-alone storage projects within the last ten (10) years. Please submit a summary of relevant work experience (i.e. resume, CV, etc.) through SFBid.
- Firm has provided evidence of adequate liquidity to complete project development, including construction and project financing, demonstrated by providing the following documentation:
 - Balance sheet cash and/or cash equivalent by providing access to latest financial statements. Respondents must provide access to the most recent two (2) years plus a recent quarterly financial statement.
 - Commitment of cash from an investment grade partner and/or parent company.
 - Bank liquidity facility.

Please submit the appropriate documentation through SFBid.

5.2 Mandatory Bid Criteria

Failure to meet all of the following criteria shall be grounds for bid rejection.

The following mandatory bid criteria apply:

- Bids must be for facilities directly connected to the CAISO BAA. A project can satisfy this requirement if it is directly connected to the CAISO through Participating Transmission Owners and would not require the SFPUC to schedule Imports or to obtain Maximum Import Capability (MIC) allocations.
- Bids must include an ArcGIS Layer Package in ESRI Shapefile format associated with their project's geospatial footprint to confirm project location. A KML file is acceptable, but Shapefiles are preferred.
 - Name of shapefile(s) must clearly indicate content as necessary:
 - <project>_FOOTPRINT
 - <project>_TRANSMISSION
 - <project>_SUBSTATIONS
 - etc. as needed
 - Shapefiles must be in the EPSG:4326 – WGS 84 – Geographic Coordinate Reference System
 - Make sure submitted geospatial dataset includes all mandatory files such as “.shp”, “.shx”, “.dbf”, and “.prj” file
 - Shapefiles must include the project footprint with all associated infrastructure
- A delivery commencement date no sooner than January 1, 2022 and no later than December 31, 2026.
- For Renewable Energy proposals:
 - Renewable Product bids may be for unit contingent, as-available Energy or firmed and shaped Energy.
 - Bids for unit contingent, as-available Energy must specify hourly amounts equal to all or a specified fraction of a specific facility's Energy production with minimum and maximum energy delivery requirements. The proposed hourly production forecast and annual volumes delivered shall be identified in the attached Bid Workbook (Attachment B).
 - Bids for firmed and shaped Energy may also be considered. The proposed hourly block sizes shall be specified in Attachment B. Deliveries shall NOT be shaped or firmed with coal or nuclear resources.

- Bids of PCC 1 product shall include at least two pricing options:
 - A fixed \$/MWh price, for each year of the proposed contract term, for delivery to the generator node; and
 - A fixed \$/MWh price, for each year of the proposed contract term, for delivery to the NP 15 trading hub, as defined by the CAISO.
 - The fixed prices shall remain unchanged throughout the contract term and shall not be adjusted by period escalators or time of delivery multipliers/factors.
- All renewable energy deliveries from new projects must meet the eligibility criteria for PCC 1 and be Green-e® Energy eligible.
- All renewable energy deliveries from existing projects must meet the eligibility criteria for PCC 1.
- For new ERRs, the term shall be a minimum of 10 years and no more than 25 years (not including optional extension terms). For Existing ERRs, the term shall be a minimum of 1 year and no more than 25 years (not including optional extension terms).
- Total annual deliveries from the ERR shall be at least 10,000 MWh and no more than 200,000 MWh.
- Bids for new ERRs shall include an anticipated 8760 annual hourly generating profile. This information should be provided in the format specified in the Expected Generation tab of the Bid Workbook (Attachment B).
- Bids for existing ERRs shall include hourly amounts equal to all or a specified fraction of a specific facility's energy production with minimum and maximum energy delivery requirements. The proposed hourly production forecast and annual volumes delivered shall be identified in the attached Bid Workbook (Attachment B).
- For shaped energy bids, all generating facilities that will be used to supply power to CleanPowerSF or Power Enterprise must be identified by the Respondent in its bid (Attachment B), including generator name, fuel source, location, and RPS ID Number (if available).
- For Stand-Alone Storage proposals:
 - Bids shall include pricing as a fixed \$/kW-month that is not adjusted by periodic escalators or time of delivery multipliers/factors.
 - Bids may be for new or existing or SES resources.
 - SES resources must include Energy, RA Capacity, Ancillary Services, and be sized at least 1 MWac.

- SES resources must have a minimum daily dispatch capacity of at least four (4) hours. Longer storage durations will also be considered.
- SES resources are expected to operate at approximately 365 cycles per year and a minimum of 1 cycle per day.
- SES resources must be available for a minimum of 98% of hours annually and have a minimum round-trip efficiency of 80%.
- For new SES resources, the term shall be a minimum of 10 years and no more than 15 years (not including optional extension terms). For existing SES resources, the term shall be a minimum of 1 year to 15 years (not including optional extension terms).
- For Renewable Energy plus Storage proposals:
 - Bids shall comply with all of the applicable mandatory bid criteria set forth in this Section 5.2.

Respondents proposing to supply Renewable Product and/or Storage Product from projects that have not yet achieved commercial operation shall provide a narrative description and available, relevant documentation with the bid submittal demonstrating:

- The anticipated commercial operation date (COD).
- For SES resources and fully/partially deliverable ERRs; the Respondent shall also indicate:
 - The date by which the project will have full or partial deliverability status ("FCDS/PCDS").
 - The project CAISO Queue ID and/or Position number.

Respondents shall provide a Project Cover Letter to supplement the Bid Workbook (Attachment B) to summarize and demonstrate satisfaction of the Minimum Qualifications, and provide a narrative description of the status of project site control, interconnection, permits, financing, and any applicable labor agreements.

Respondents shall provide the information requested in the table below.

1. Firm Experience	Description of the roles, experience, and qualification of the project team members and Firm including the years of experience developing or operating similar renewable projects, the number and type of projects, and experience financing renewable projects. Include a corporate organization chart and information on Parent company.
2. Financing	Evidence of adequate liquidity to complete project development, including construction and project financing, demonstrated by

	<p>providing access to latest financial statements (most recent two (2) years plus a recent quarterly financial statement).</p> <p>The financing plan for the project in sufficient detail for the SFPUC to effectively evaluate the viability of such arrangements.</p>
3. Site Control	Description of the site control for the project site and generator interconnection path for the entire proposed delivery term. Include a site plan and project layout.
4. Interconnection	Description of progress in transmission or distribution interconnection for the facility that is equivalent to a completed System Impact Study, Phase I Study, or passed Wholesale Distribution Tariff/CAISO Fast Track screen, including, if available, the anticipated interconnection completion date and any anticipated system upgrades necessary to achieve FCDS.
5. Permits	The status of all required discretionary governmental approvals, permits, and environmental reviews, including the applicable agency, the type of approval requested, and the anticipated date of approval or permit issuance.
6. Project Development	Include a description of the equipment procurement status and plan as well as an overall project timeline.
7. Supplier Diversity	Describe efforts that will be made to engage CPUC General Order 156 suppliers and local business enterprises in project development and construction.
8. Prevailing Wage and Labor Agreements	The SFPUC requires prevailing wages for facility construction. Each bid must indicate whether the project will use a project labor agreement, community workforce agreement, work site agreement, or similar agreement providing for terms and conditions of employment and workforce training.

5.3 Locational Requirement & Preference

Respondents must submit bids for facilities directly connected to the CAISO BAA. Resources located within the nine (9) San Francisco Bay Area Counties will receive a higher evaluative value of ten (10) points (equivalent to 10% of the bid score) when the SFPUC reviews responses to this RFO.

5.4 Social Impact Partnership Submittal

The RFO includes an optional, scored Social Impact Partnership component. Social Impact Partnership commitments are commitments on the part of the bidder to be delivered to the community at no cost to the SFPUC and in accordance with the SFPUC's 2011 Community Benefits Policy and 2009 Environmental Justice Policy. These policies direct the SFPUC to be a good neighbor to all who are directly affected by its activities and investments. The SFPUC seeks to partner with Consultants who share our responsibility to deliver concrete positive benefits to our communities. Respondents may submit a Social Impact Partnership proposal ("Social Impact Partnership Submittal," or "SIP Submittal") that identifies projects, activities, and/or strategies that promote positive social and economic impacts such as those described in Attachment F and that benefit the specific community impacted by the Agreement, in this case primarily the City and County of San Francisco. Social Impact Partnership commitments shall be completed within five (5) years of the Agreement execution date or by the end of the Agreement term, whichever is shorter. The optional SIP Submittal is valued at five (5) points under the Evaluation Process located in Section 7 of this RFO. The SIP Submittal will be submitted as an attachment in SFBid. The SIP submittal will be reviewed and scored by a separate panel who will only see the SIP submittal. For instructions on the Social Impact Partnership Submittal and additional Social Impact Partnership information see Attachment F.

6. CONTRACT FORM

CleanPowerSF's form agreements are included as Attachment D. NOTE: Sections 12.5(k) through (q) contain the City's standard contract terms and apply to any contract entered into by CleanPowerSF or Power Enterprise. The Form agreements will be amended as necessary to reflect the elements of the selected bids, for example, new/existing facilities, hybrid configurations, new or different Milestones to reflect the status of project development, or necessary changes required for project financing. CleanPowerSF and Power Enterprise may elect to use a Western System Power Pool ("WSPP") Confirmation for shorter term contracts. The agreements may be subject to review and approval by the San Francisco Public Utilities Commission and the Board of Supervisors.

7. EVALUATION PROCESS

SFPUC staff will first perform an Initial Screening to determine responsiveness and acceptability of bids. Elements reviewed during the Initial Screening include, without limitation: bid completeness, compliance with format requirements, compliance with minimum qualification requirements, and responsiveness to the material terms and conditions of the form contracts.

Bids that do not meet the mandatory bid criteria and information requirements in Section 5 of this RFO will not be eligible for further consideration. The SFPUC reserves the right to request clarification from Respondents prior to rejecting a bid for failure to meet the Initial Screening Requirements. Clarifications are limited exchanges between the SFPUC and Respondent for the purpose of clarifying certain aspects of the bid, and will not provide a Respondent with the opportunity to revise or modify its bid.

For proposals featuring **Eligible Renewable Energy Resources and/or Storage Resources** the SFPUC will evaluate the bids based on the following criteria:

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT	Max. 20 points
Firm Experience <ul style="list-style-type: none"> • Experience and track record of the Respondent and key personnel • Volume of energy supplied in the most recent calendar year 	10
Financial Viability <ul style="list-style-type: none"> • Financial strength and viability of Respondent as exhibited by previous two (2) years of financial statements • Credit support to be provided, if credit rating is below investment grade 	10
PROJECT VIABILITY	Max. 10 points
Project Viability <ul style="list-style-type: none"> • For new Renewable and/or Storage Resources only: Likelihood that a project will meet the proposed COD as described: site control, interconnection, permits, financing, labor agreements • Commitment to and description of proposed project labor agreement, community workforce agreement, work site agreement, or similar agreement providing for terms and conditions of employment and workforce training, if applicable. 	10
BID VALUE AND PORTFOLIO FIT	Max. 55 points
Cost and Bid Value <ul style="list-style-type: none"> • Proposed pricing in relation to the contract's portfolio value (provides lowest net cost) • Contribution to long-term retail rate stability and competitiveness (price and term of bid) • Value of energy and/or non-energy attributes (e.g., Resource Adequacy Capacity; Storage; time of delivery value of energy) 	55

<ul style="list-style-type: none"> Impact of the bid on operational costs, residual market exposure, and financial risk Contribution to a Diversified Portfolio <ul style="list-style-type: none"> The compatibility of the bid's proposed monthly energy deliveries and Resource Adequacy capacity attributes with energy portfolio needs The bid's contribution to the development of a diverse portfolio (technologies; fuel types; resource locations; operating profiles) 	
GENERATING RESOURCE LOCATION	Max. 10 points
<ul style="list-style-type: none"> Preference for resources located within the nine (9) Bay Area Counties 	10
SOCIAL IMPACT PARTNERSHIP PROGRAM	Max. 5 points
<ul style="list-style-type: none"> Social Impact Partnership Submittal 	5

The SFPUC reserves the right to consider other factors in addition to those specified above and to request additional information from Respondents as needed to assist in selecting the proposal(s) for further consideration.

The SFPUC does not anticipate conducting oral interviews for this RFO. However, the SFPUC reserves the right to contact any Respondent for additional information or clarification of the terms of the bid.

8. PROTEST PROCEDURES

8.1 Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC will conduct an Initial Screening of submitted proposals as set forth in Section 7 of this RFO. If staff determines that a proposal should be rejected because it is either non-responsive to RFO requirements or is otherwise unacceptable (i.e., fails to meet the minimum qualification requirements set forth in the RFO), then the SFPUC will issue a Preliminary Notice of Proposal Rejection to the applicable Respondent(s).

If a Respondent believes that the SFPUC has incorrectly determined that its proposal should be rejected, Respondent may submit a written notice of protest within five (5) working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC on or before the fifth (5th) working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFO provision on which the protest is based. In addition, the Respondent must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest. The SFPUC, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Respondent who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Respondent at the time the protest is submitted. If the Respondent later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the SFPUC may not consider such new grounds or new evidence.

Upon receipt of a timely and complete protest, the SFPUC shall review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the SFPUC may consider information provided by sources other than Respondent. The SFPUC may also consider supplemental correspondence or other information relating to the original ground(s) of Protest submitted by a protesting Respondent to the extent the SFPUC determines that such information will assist it in resolving the Protest. At the completion of its investigation, the SFPUC will provide a written determination to the Respondent who submitted the protest. The SFPUC's written determination shall be final.

Protests not received within the time and manner specified will not be considered.

If a Respondent does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified, above, then the SFPUC's determination set forth in the Preliminary Notice will become final. A Respondent's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Respondent's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

8.2 Protest of Shortlist

As soon as the Shortlist has been finalized, the SFPUC will post notice of the Shortlist(s) on the [SFBid website](https://sfbid.sfwater.org/) (<https://sfbid.sfwater.org/>). Within five (5) working days of the posting of the notice, any Respondent that has submitted a responsive proposal and believes that the SFPUC has unfairly excluded Respondent from the Shortlist may submit a written notice of protest.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFO provision on which the protest is based. In addition, the Respondent must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest. The SFPUC, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Respondent who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Respondent at the time the protest is submitted. If the Respondent later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the SFPUC may not consider such new grounds or new evidence.

Upon receipt of a timely and complete protest, the SFPUC shall review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the SFPUC may consider information provided by sources other than Respondent. The SFPUC may also consider supplemental correspondence or other information relating to the original ground(s) of Protest submitted by a protesting Respondent to the extent the SFPUC determines that such information will assist it in resolving the Protest. At the completion of its investigation, the SFPUC will provide a written determination to the Respondent who submitted the protest. The SFPUC's written determination shall be final.

Protests not received within the time and manner specified will not be considered.

If a Respondent does not protest the Shortlist within the time and in the manner specified, above, then the Shortlist will become final. A Respondent's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Respondent's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

8.3 Delivery of Protests

If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the SFPUC received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to CAB@sfgwater.org and to shale@sfgwater.org; RE: 2021 Renewable Energy Supplies and Stand-Alone Storage (Rebid of PRO.0213) (PRO.0236).

9. ADDITIONAL SFPUC REQUIREMENTS

9.1 Respondent Proprietary Information

In accordance with San Francisco Administrative Code Section 67.24(e), bids, responses to RFOs, executed agreements, and all other records of communications between the SFPUC, Power Enterprise, CleanPowerSF, and persons or firms seeking contracts shall be open to inspection immediately after the RFO has been closed. Nothing in this provision requires the disclosure of a private person's or entity's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information related to any aspect of this RFO and the contracting process will be made available to the public upon request in accordance with the California Public Records Act and the San Francisco Sunshine Ordinance.

Proprietary data shall be specifically identified on every applicable page of the Respondent's proposal; Respondents shall mark or stamp applicable sections and information as "Confidential" or "Proprietary". The SFPUC does not warrant, represent, or guarantee that any information so designated will be treated as confidential or proprietary information if disclosure is required under any applicable state, federal, or City law or regulation.

9.2 The Campaign Reform Ordinance

Respondents must comply with Section 1.126 of the San Francisco Campaign and Governmental Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations for such contract until (1) the termination of negotiations for such contract; or (2) three months have elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

If a Respondent is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Respondent is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office; and
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Respondent approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential Respondent about a contract. The negotiation period ends when a contract is awarded or not awarded to the Respondent. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a Respondent to propose that the Respondent participate in a RFO. Requests to be placed on a mailing list do not constitute negotiations. Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal: Any person who knowingly or willfully violates Section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil: Any person who intentionally or negligently violates Section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative: Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

10. DEFINITIONS

"CAISO" means the California Independent System Operator Corporation or the successor organization to the functions thereof.

"Capacity Attributes" means any current or future defined characteristic (including the ability to store, charge, or discharge energy at a given capacity level, provide Ancillary Services, and ramp up or ramp down at a given rate), certificate, tag, credit, flexibility, locational, or dispatchability attribute, whether general in nature or specific as to the location or any other attribute of the Facility, intended to value any aspect of the capacity of the Facility to store, charge, or discharge energy, including Resource Adequacy Benefits, any accounting construct, or any other measure by the CPUC, the CAISO, the FERC, or any other Governmental Authority with jurisdiction, including Resource Adequacy Benefits.

"CCA" or "CCA Program" means Community Choice Aggregation Program.

"CEC" means the California Energy Commission.

“City” means the City and County of San Francisco.

“CleanPowerSF” means the community choice aggregation program operated by City.

“COD” means Commercial Operation Date.

“CPUC” means the California Public Utilities Commission.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from a Project, and its avoided emission of pollutants. Environmental Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from a project, (ii) production tax credits associated with the construction or operation of a project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by a project for compliance with local, state, or federal operating and/or air quality permits. If a Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“ERR” shall mean an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16.

“Full Capacity Deliverability Status” or “FCDS” has the meaning set forth in the CAISO Tariff.

“kW” means kilowatt.

“MW” means megawatt.

“MWh” means megawatt-hour.

“Partial Capacity Deliverability Status” or “PCDS” has the meaning set forth in the CAISO Tariff.

“Portfolio Content Category 1” or “PCC 1” means Renewable Energy that satisfies the requirements of Section 399.16(b)(1) of the California Public Utilities Code.

“Power Enterprise” means the SFPUC Power Enterprise, a municipal utility.

“PPA” means Power Purchase Agreement.

“Renewable Energy” means Energy and Green Attributes generated from an ERR that: (1) meets the requirements of Portfolio Content Category 1 or 2 as set forth in the California Public Utilities Code Section 399.16(b)(1), and (2) is generated in the same calendar year that it is delivered to City.

“Renewable Energy Certificates” or “RECs” has the meaning set forth in California Public Utilities Code Section 399.12(f) and CPUC decision 08-08-028 as may be amended from time to time or as further defined or supplemented by Applicable Law.

“Renewables Portfolio Standard” or “RPS” means the California renewables portfolio standard, as set forth in California Public Utilities Code §§ 399.11 et seq. and California Public Resources Code §§ 25740-25751, and as administered by the CEC as set forth in the CEC RPS Eligibility Guidebook (7th Ed.), as may be subsequently modified by the CEC, and the California Public Utilities Commission (“CPUC”) and as may be modified by subsequent decision of the CPUC or by subsequent legislation, and regulations promulgated with respect thereto.

“Resource Adequacy” or “RA” means the local and system resource adequacy capacity requirements established for load serving entities by the CPUC pursuant to the CPUC Decisions, the flexible capacity standards under the CAISO Tariff or by any other Governmental Authority having jurisdiction.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include Flexible Capacity, and any local, zonal or otherwise locational attributes associated with the Facility.

“RFO” means Request for Offers.

“Scheduling Coordinator” or “SC” means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator” as set forth in the CAISO Tariff.

“Seller” or “Supplier” means the owner and operator of a power generating facility who will sell the product of the facility to the Buyer.

“SFPUC” means the San Francisco Public Utilities Commission.

“System Impact Study” has the meaning set forth in the CAISO Tariff.

“WECC” means the Western Electricity Coordinating Council.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WSPP Confirmation” means Western System Power Pool Confirmation.