



INTEGRATED DISTRIBUTED ENERGY RESOURCES PARTNERSHIP PILOT

Participant Instructions

Version 2.0

January 19, 2023

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IMPORTANT – QUALIFICATION CRITERIA:

Aggregators must adhere to the eligibility criteria as set forth in these Integrated Distributed Energy Resources (“DERs”) Partnership Pilot (the “Partnership Pilot”) participant instructions in order to submit a reservation for a portion (or the entirety) of the grid need.

IMPORTANT – COMMUNICATIONS:

All Offers (as defined below) for this Partnership Pilot must be submitted electronically through the Proposal Evaluation & Proposal Management Application (“PEPMA”) website at:

<https://www.pepma-ca.com/Public/Default.aspx> (the “Website”).

All participants interested in submitting Offers into the Partnership Pilot will need to have a registered account on the PEPMA website (herein incorporated and referenced as the “Website”). Participants who do not have a Website account must self-register on the Website to receive access to and submit Offers for the Partnership Pilot. Interested participants with a registered active PEPMA account may submit a request to SCE to access the Partnership Pilot submission page on the PEPMA website.

After submitting the request to access the Partnership Pilot submission page when logging into your account, you will see the Partnership Pilot link and have access to the submission page and information. *

*Note: If you do not see the link after login to the Website contact SCE to have access granted to the bid. The SCE contact is listed under the “Contact Us” section on the Website Home page.

For additional information on registering on the Website, please visit:

<https://www.pepma-ca.com/Public/Registration1.aspx>

The Website functions in most browsers; however, it may not work as well in browsers older than Internet Explorer version 8.

SCE strongly encourages participants to register on the Website well in advance of when Offers are due. Website registrants should be listed under the parent company of the entity submitting the Offer, not their contractors, subcontractors, consultants, or agents.

Each Offer should be uploaded into the Business Proposal section on the Website and should be in a separate zip file. The zip file must contain all the project materials for the applicable Offer. Please make sure that file names for your submittals do not contain any special characters, such as *&#, and utilize the following naming convention:

***AggregatorName_ProjectName_DER Solution_FileName. For example:
"ABCSolar_ProjectRose_Generation_profile.xlsx."***

Please also submit a copy of the Offer to the email address partnershipilot@sce.com

SCE may, in its sole discretion, decline to respond to any email or other inquiry about the Partnership Pilot without liability or responsibility.

ARTICLE 1. GENERAL INFORMATION

1. Introduction

Southern California Edison ("SCE") is launching the Partnership Pilot to solicit reservation offers ("Offers") from all pre-qualified aggregators of the Products (as defined in Article 4.1.4, below), that have passed the prescreening process and have been accepted by SCE to participate in the Partnership Pilot. Regardless of the form of ownership (e.g., third-party owned, customer-owned, joint ownership), the Products must be new or otherwise incremental behind-the-meter ("BTM") Distributed Energy Resources ("DERs") that were approved for your company in the prescreening process. SCE is soliciting new or otherwise incremental eligible resources to provide energy savings (as applicable for each Product), for purposes of deferring upgrades to SCE's distribution network. SCE will procure up to one hundred twenty percent (120%) of the deferral requirement for risk mitigation.

These Partnership Pilot Instructions set forth the procedures an Offeror must follow in order to participate in the Partnership Pilot and the manner in which Offers will be evaluated and selected.

The deadline to submit any Offers and signed customer affidavits/proof of contract with the DER customers must be by the Subscription Period End Date. This date, along with other project details, can be found at sce.com using the URL listed in Article 3 and clicking on the link under "Project Tranche Details & Reservation Levels". SCE strongly encourages Offerors, prior to the Offer Subscription Period End Date, to contact SCE with any questions they may have on the specifics of their project and/or Offer, in particular, with respect to incrementality clarifications.

Capitalized terms used in these Partnership Pilot Instructions but not otherwise defined herein, have the meanings set forth in the pro forma purchase and sale agreement ("PSA").

The objective of this Partnership Pilot is to execute contracts that are substantially the same in form and substance as the PSA. There will be no opportunity for Offerors to negotiate any of the terms and conditions of the PSA prior to execution. If Offeror's Offer is selected, Offeror will be offered a contract in the form of the PSA with only those changes necessary to reflect project specifics.

For each deferral project, the offer reservations will be evaluated individually and collectively. In other words, SCE will evaluate whether, and how offers, proposed deferral solutions may complement each other to address the hourly need. As soon as it is determined that either a single offer, or a certain combination of complementary offers, meets or exceeds the 90% trigger, SCE may execute contract(s).

In submitting Offers into this Partnership Pilot, Offerors' project specifications must conform to, or otherwise account for, the provisions in the PSA for the respective Product.

It is the Offeror's responsibility to thoroughly review all respective provisions of the PSA and all requirements of this Partnership Pilot process.

2. Document Conflicts

In the event of any conflict between terms contained in any of the PSA, these Partnership Pilot Instructions, or the Website, the conflict will be resolved by the following priority of documents:

- (1) The PSA (as posted on the Website)
- (2) These Partnership Pilot Instructions
- (3) The Website

3. SCE Affiliates

SCE affiliates are permitted to participate in the Partnership Pilot if they were pre-qualified as an aggregator. An Offeror must disclose whether or not it is an SCE affiliate by filling out the information on the Offer form available on the Website when Offeror begins the Offer submittal process.

*** End of ARTICLE ONE ***

ARTICLE 2. DIVERSE BUSINESS ENTERPRISES

SCE encourages Women-Owned, Minority-Owned, Service-Disabled Veteran-Owned, Lesbian-, Gay-, Bisexual-, and/or Transgender-Owned Business Enterprises (“Diverse Business Enterprises” or “DBEs”) to participate in the Partnership Pilot. For Offerors interested in participating as a DBE, additional provisions will be incorporated into the PSA to ensure DBE status is maintained throughout the Term.

Information on SCE’s Supplier Diversity Program can be found on the following SCE website: www.sce.com/sd and www.sce.com/energyprocurement.

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

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

- (1) For qualified DBE Sellers (Tier 1 – direct contracting with SCE), ensure you are certified by one of the following agencies accepted by the CPUC.¹
 - a. The Supplier Clearinghouse (www.thesupplierclearinghouse.com)
 - b. The Department of General Services – www.dgs.ca.gov
 - c. Small Business Administration for 8(a) certificates

- (2) Require that any qualified Tier 2 DBE (subcontractors to a Tier 1 Seller or directly to the project under contract with SCE) that perform work or deliver materials related to a project that will ultimately be under contract with SCE, be certified by, or certification is accepted through the certifying agencies listed above.

Furthermore, as provided in Section 6.3 of GO 156, SCE’s Supplier Diversity efforts include encouraging its Sellers to develop plans to utilize DBE subcontractors. SCE can help with identifying DBEs for subcontracting opportunities. In addition, the PSA in this

¹ Pursuant to Public Utilities Code section 8283(e)(2), Disabled Veteran Owned Business Enterprises in California are verified/certified by the California State Department of General Services, Office of Small Business and Disabled Veterans Business Enterprise Services (www.dgs.ca.gov/), and The Supplier Clearinghouse shall accept the verifications/certifications. Lesbian-, Gay-, Bisexual-, Transgender-Owned Business Enterprises seeking verification/certification of its DBE status may seek verification/certification through The Supplier Clearinghouse process.

Partnership Pilot includes a requirement to report payments made to any DBE that has supplied goods or services as subcontractors.

**** End of ARTICLE TWO ****

ARTICLE 3. PROJECTS INFORMATION

The available Projects, peak hourly needs, budget, schedules, and reservation levels can be found within the “View All Projects” link on the Partnership Pilot website (here-in references to “Partnership Pilot website”) which is at:

<https://www.sce.com/residential/rebates-incentives-saving-tips/integrated-distributed-energy-resources-partnership-pilot>, or

<https://www.sce.com/business/savings-incentives/integrated-distributed-energy-resources-partnership-pilot>

Projects that are accepting Offers will have a Tranche Status of “Open”.

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

ARTICLE 4. PROCESS AND REQUIREMENTS

1. General Project Eligibility

- (1) Vintage – New build (not existing or repowered), and existing distributed energy resources not already providing DER services.
- (2) Technology – Proven, commercially available technology that is scalable to the project size (not in experimental, research, demonstration, or development stages), as determined in SCE’s sole discretion.
- (3) Incrementality – Incremental Offers consistent with the principles adopted by the CPUC in D.16-12-036 & D. 21-02-006, including ensuring that customers do not get paid twice for the same service.

Please be aware that aggregators must provide a feasible method of measuring and quantifying the incremental value of partially incremental Offers satisfactory to SCE.

- (4) Products – Only the products you were pre-qualified for in the prescreening process will be accepted.
- (5) Project Completion Date – The Project Completion Date for each Offer must occur no later than one year prior to the published Operating Date on the [Partnership Pilot website](#).
- (6) Project Delivery Start Date – is the Operating Date published on the Partnership Pilot website.

2. Interconnection and Location Eligibility

Projects must be located within SCE's service territory, specifically connecting to a load, circuit, or lower voltage substation in SCE's distribution system that electrically connects to the identified substations or circuits as published on the [Partnership Pilot website](#).

- (1) SCE has made available an interactive map for Offerors' use called the Distribution Resources Plan External Portal ("DRPEP"), which includes the locations of SCE distribution circuits, substations, system voltage, available capacity, and customer information. DRPEP is located at <https://ltmdrpep.sce.com/drpep/>
- (2) Solely for the purpose of this Partnership Pilot, upon an Offeror's execution of a Non-Disclosure Agreement (NDA), SCE will share with the Offeror a list of addresses that are served by the distribution network assets needing upgrades, for which SCE is seeking deferral.

3. Development Security and Performance Assurance

The PSA requires collateral to be posted for Development Security ("DS") and Performance Assurance ("PA"). The collateral must be in the form of cash or a Letter of Credit. DS is required within five (5) Business Days following the Effective Date.

PA is required to be posted on or before the Initial Delivery Date and is to be maintained throughout the Delivery Period and until Seller has satisfied all monetary obligations that survive termination of a Final Agreement. DS will be held until PA is received.

To determine the DS and PA amounts, SCE will multiply the Deployment Payment (\$/kWh), by the PSA's total Expected Deferral Savings, or for the Permanent Load Shift-Battery Product only the Expected Shifted Deferral Savings (in kWh) located in Section 1.03 of the PSA.

An example is provided below. Please refer to the [Partnership Pilot website](#) for actual Deployment Payment (\$/kWh) amounts for the relevant project and tranche:

Tranche	Tranche Status	Tranche Procurement Goal (Capacity - MW)	Tranche Procurement Goal (Energy - MWh)	Subscription Period Launch Date	Subscription Period End Date	Operating Date
1	Open	6.3	16.4	1/18/2022	12/1/2024	6/1/2026
2	Closed	21.9	176.2	≈1/15/2025	7/1/2025	1/1/2027
3	Closed	21.9	163.4	≈1/15/2026	7/1/2026	1/1/2028
4	Closed	21.8	194.2	≈1/15/2027	7/1/2027	1/1/2029
5	Closed	21.8	158.7	≈1/19/2028	7/1/2028	1/1/2030
Tranche	Need Days	Deferral Value	Tariff Budget	Deployment Budget	Reservation Budget	Performance Budget
1	Monday-Friday	\$3,880,561	\$328,125	\$65,625	\$98,437	\$164,062
2	Monday-Friday	\$3,946,371	\$3,877,872	\$775,574	\$1,163,362	\$1,938,936
3	Monday-Friday	\$4,013,311	\$3,955,782	\$791,156	\$1,186,734	\$1,977,891
4	Monday-Friday	\$4,081,402	\$5,171,567	\$1,034,313	\$1,551,470	\$2,585,783
5	Monday-Friday	\$4,150,664	\$4,648,818	\$929,764	\$1,394,645	\$2,324,409
Total Tariff Budget			\$17,982,163	\$3,596,433	\$5,394,649	\$8,991,081
Tranche	Season	120% kWh need	Delivery Days	Deployment Payment (\$/kWh) <small>\$/kWh=(Deployment Budget/120% kWh need)/# of days)</small>	Reservation Payment (\$/kWh) <small>\$/kWh=(Reservation Budget/120% kWh need)/# of days)</small>	Performance Payment (\$/kWh) <small>\$/kWh=(Performance Budget/120% kWh need)/# of days)</small>
1	Summer	19,680	110	\$0.03031	\$0.04547	\$0.07579
2	Year Round	211,440	261	\$0.01405	\$0.02108	\$0.03513
3	Year Round	196,080	260	\$0.01552	\$0.02328	\$0.03880
4	Year Round	233,040	261	\$0.01701	\$0.02551	\$0.04251
5	Year Round	190,440	261	\$0.01871	\$0.02806	\$0.04676

The rationale for requesting DS and PA is to incentivize an Offeror who is awarded a contract to complete its project on time and at the contracted level of performance, to maintain the level of project performance over the term of the agreement, and to mitigate the consequences to SCE's customers in the event the Offeror fails to deliver the project in the size and for the time-period needed.

SCE assesses the risks described above in all its procurement solicitations and determines the dollar amount of DS and PA required based on the objectives of the

procurement. The objective of this Partnership Pilot is to procure DERs to defer distribution upgrades that SCE would ordinarily undertake with a traditional wires' solution. The failure of a DER project to achieve the Project Completion Date by the Project Completion Deadline introduces the risk in this Partnership Pilot of the potential need to implement a traditional wires solution as a replacement for the lost DER Products. Failure to achieve the Initial Delivery Date by the Initial Delivery Deadline increases the risk of the potential for impaired grid reliability.

4. Survey Participation/Data Collection

If SCE has deemed the Applicant to be an Authorized Energy Solution Provider and eligible to participate in the Partnership Pilot, the Applicant agrees to collect data and participate in an Aggregator survey regarding the following areas for the Partnership Pilot and provide it to the Utilities as it becomes available or at the request of SCE for purposes of completing the CPUC required Evaluation Criteria analysis and reporting, including:

- Customer Attrition and Experience
 - Total number of customers enrolled for each project, including date of enrollment
 - Number and percentage of customers that have unenrolled, including date and reason broken into categories, if possible
- Ratable Procurement
 - Aggregator survey conducted by a third party to determine the aggregators' preference for ratable procurement versus procuring for the entire need at once
- Tiered Payment Structure
 - Breakdown of the number and percentage of customers enrolled for each project that are new versus existing DER customers
 - Number and percentage of enrolled customers that received 1) enrollment payment, 2) reservation payment, and 3) performance payment
- Marketing Partnership
 - Aggregator survey conducted by a third-party

5. Subscription Period Schedule

Please refer to the Partnership Pilot websites to view the Subscription Period Launch and End Dates:

<https://www.sce.com/residential/rebates-incentives-saving-tips/integrated-distributed-energy-resources-partnership-pilot>, or

<https://www.sce.com/business/savings-incentives/integrated-distributed-energy-resources-partnership-pilot>

Please Note:

- SCE may add, remove, or modify any event, event date, or submittal requirement in its sole discretion.
- Once an aggregator's Partnership Pilot reservation form is received by SCE, the affidavit process is initiated, and all required documentation referenced in Attachment B must be submitted within 14 business days.
- The Subscription Period will end either when 120% of the need has been met or the Subscription Period End Date has been reached, whichever occurs first. SCE may, in its sole discretion, extend the date of the Subscription Period End Date.

6. Partnership Pilot Reservation Process

(1) Partnership Pilot Launch

Partnership Pilot documents are available on the Website and potential pre-qualified Offerors can register to participate via the Website.

(2) Offer Submittal Timing

a. Submittal Timing

Within fourteen business days after submittal of a Partnership Pilot Offer Reservation Form (the "Reservation Period End Date"), Offeror must submit via the Website each completed Offer Workbook, signed customer affidavit/proof of contract with the host DER customers, and customer affidavit summary sheet conforming exactly to these Partnership Pilot Instructions (including all supporting documents).

SCE will only consider Offers that have been completely submitted via the Website prior to the Subscription Period End Date for the applicable deferral location. This includes submittal of all documents and completion of all forms described herein and on the Website.

Please note: If the documentation is not submitted in its entirety within 14 business days after submitting the Offer Reservation Form, the offer reservation will be deemed invalid. SCE encourages Offerors to allot sufficient time to complete the submittal process.

Balancing the desire for aggregators to submit offer reservations as quickly as possible with the time needed to market to customers, aggregators are permitted to submit offer reservations at different periods within a deferral project's subscription period. For example, an aggregator could submit an offer reservation for 30% of the needed capacity/energy on 2/15/2023 and then submit another offer reservation for 60% on 7/1/2023, if the Subscription Period for the applicable deferral location has not ended. This approach would be acceptable under SCE's offer reservation design.

SCE will post the most current kW/kWh reserved levels on the [Partnership Pilot website](#) monthly.

At SCE's sole discretion, SCE may allow an Offeror to cure any non-conforming information or uploaded documents provided that an Offer has been timely submitted. If cures are allowed, SCE will notify Offeror and will provide Offeror with the deadline to complete the cure.

SCE desires to have a termination right in any Final Agreement if SCE determines that the project is no longer necessary to meet a deferral need. For specific language, please see Section 10.05(b) of the PSA entitled "**SCE Termination Right – Changing Deferral Need.**

(3) Online Offer Forms

a. Offer Reservation Form:

To obtain a conditional Reservation, the Offeror must fill in all fields within the Offer Reservation form (attached in PEPMA) and upload the completed document into the Business Proposal section on the Website.

Please Note: An aggregator can only submit an offer reservation for a Distributed Energy Resources (DER) solution for which Offeror received

prescreening approval. Additionally, if an aggregator plans to submit an offer for multiple DERs, it must do so in separate Offer Reservation forms.

b. Additional Required Upload Documents:

Within fourteen (14) business days after submitting the Offer Reservation Form as briefly described above, Offeror is required to download, fill out and upload several documents—all accessible via the Website by clicking on the appropriate link. In addition to an Offer Reservation Form, each Offer must be accompanied by:

- Signed Customer Affidavits to Express Interest in SCE Partnership Pilot/ Proof of contract with the host DER customers to participate in the Partnership Pilot
 - The Customer Affidavit allows a customer to indicate (by initialing the applicable need year) that it would like to continue to be considered for the Partnership Pilot should an electric grid need necessitate additional solicitations for the deferral project indicated on the Customer Affidavit.
 - You will not need to submit another Customer Affidavit for the deferral project indicated on the Customer Affidavit if the applicable need year has been initialed and you remain an Authorized Energy Solution Provider for the SCE Partnership Pilot.
- SCE Partnership Pilot Customer Affidavit Summary Sheet
- Offer Workbook in Excel format that contains the expected energy savings information
- A partially executed NDA if requesting address information
- A completed Multiple Use Application (“MUA”) Services Questionnaire (if Offeror is submitting an energy storage offer)

c. Additional Information:

SCE may request additional information (not included in these Partnership Pilot Instructions or on the Website) from Offerors at any time during the Partnership Pilot.

7. Target Final Selection Notification

Once 90% of the project's energy needs and up to 120% of the project's needs have been reserved (subject to passing SCE's cyber screening) in each delivery hour SCE intends to notify each Offeror as to whether its Offers have been selected. Those Offers selected will receive a pro forma PSA to execute.

NOTE: SCE plans to initiate cybersecurity assessments of all approved aggregators as soon as feasible. Ensuring the safety of SCE's systems is important not only for this pilot, but to ensure the reliability of the grid and the safety of SCE's customers. Please refer to the PSA to understand the cybersecurity requirements and the outcomes if those requirements are not met.

8. Offer Screening

(1) Screening Offers

To be considered for selection in this Partnership Pilot, the Offer must:

- a) Meet the eligibility criteria set forth in these Partnership Pilot Instructions;
and
- b) Adhere to the Subscription Period Schedule and other submittal requirements set forth in Article 3 of these Partnership Pilot Instructions; and
- c) Adhere to, input, and upload all information as required by or instructed per the online Offer forms.

SCE will screen Offers on a "pass-fail" basis against these criteria and requirements.

In addition, any Offer (or combination of Offers) that SCE determines does not meet the deferral need (see Attachment C) will be rejected.

(2) Initial Screen

For each applicable deferral location, SCE will begin an initial review of all Offers received for completeness and conformity. This review includes an initial screen for required submission criteria such as the customer listed on each Customer Affidavit or contract is an SCE active customer, a conforming location, adherence to Incrementality rules, duplication of Customer Affidavits for same customer submitted by different aggregator(s), minimum project size, and the submission of completed submittal package elements. If the documentation is not submitted in its entirety within 14 business days after the submission of the Offer Reservation Form, the offer reservation will be deemed invalid. Further, all documentation must be received by the end of the subscription period, so if an aggregator were to submit an offer reservation within the 13 or less business days before the subscription end, it would have less than 14 business days to submit all documentation.

9. Selection

SCE will consider each Offer's non-quantifiable characteristics by conducting an analysis of each project's qualitative attributes. The qualitative components are considered when determining which Offers to select.

Some elements that are considered in the qualitative assessment may include but are not limited to:

- Portfolio fit of energy, capacity, and deliverability
- Project Viability
- Offeror concentration
- Technology concentration
- Dispatchability (for Demand Response ("DR") resources)

Based on an analysis of the need profiles of SCE's proposed Partnership Pilot projects, a mix of various DER types may be required to meet the needs. For each deferral project, the offer reservations will be evaluated individually and collectively. In other words, SCE would evaluate which offers may be a good complementary to each other. For example,

two offers that contribute the entire need in the same hour would not be complementary. This approach would combine both a “first come, first served” and a “best fit” approach.

- When the 90% trigger is reached for each hour of need, SCE will proceed with executing contracts, provided that the subscription window has not ended. SCE will be open to executing any additional agreements for any later offers received up to the cap, prior to the end of the subscription period or 120% procurement margin is reached – whichever occurs first.

*** End of ARTICLE FOUR ***

ARTICLE 5. APPLICANTS’ ACKNOWLEDGEMENTS; WAIVERS AND RESERVATION OF RIGHTS; REPRESENTATIONS, WARRANTIES AND COVENANTS.

By submitting an Offer to SCE pursuant to the Partnership Pilot, the Offeror acknowledges the following:

1. SCE’s Rights.

SCE reserves the right to modify any dates and terms specified in these Partnership Pilot Instructions and the PSA, 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 respective subsidiaries, affiliates, or representatives. SCE also reserves the right to select no Offers as an outcome of: (i) this Partnership Pilot solicitation and/or (ii) an evaluation of any circuit or substation described herein.

2. 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 and deliver a Final Agreement and other required agreements.

3. Expenses.

Each participant will be responsible for all expenses incurred as a result of its participation in this Partnership Pilot solicitation. In the event the Partnership Pilot is terminated by SCE for any reason, each participant will remain responsible for all

expenses incurred by such participant as a result of its participation in this Partnership Pilot solicitation.

SCE does not provide any assurance that incentive programs will be available. This requirement is further described in the Attachments section of these Partnership Pilot Instructions for each affected Product (as defined below).

4. Waived Claims.

By submitting an Offer, Offeror 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 Federal Energy Regulatory Commission ("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 this Partnership Pilot or these Partnership Pilot Instructions, including all documents incorporated by reference therein and exhibits, attachments, and appendices attached thereto ("Waived Claims").

Offeror 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 Offeror's Offer has not already been disqualified, SCE is entitled to automatically disqualify any such Offer from further consideration in the Partnership Pilot or otherwise, and further, SCE may elect to terminate the Partnership Pilot.

By submitting an Offer, the Offeror further agrees that the sole forum in which Offeror may assert any challenge with respect to the conduct or results of this Partnership Pilot solicitation is at the CPUC.

Offeror further agrees that:

- (1) The sole means of challenging the conduct or results of the Partnership Pilot solicitation is a complaint filed under Article 3, Complaints and Commission Investigations, of Title 20, Public Utilities and Energy, of the California Code of Regulations; and

- (2) The sole basis for any such protest shall be that SCE allegedly failed in a material respect to conduct the Partnership Pilot solicitation generally consistent with these Partnership Pilot Instructions; and
- (3) The exclusive remedy available to Offeror in the case of such a protest shall be an order of the CPUC that SCE's conduct for any portion of the Partnership Pilot was not conducted in accordance with these Partnership Pilot Instructions (including all documents incorporated by reference therein and exhibits, attachments, and appendices attached thereto).

Offeror 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 Partnership Pilot and any related regulatory proceedings related to the Partnership Pilot will continue as if the protest had not been filed, unless the CPUC issues an order suspending the Partnership Pilot or SCE has elected to terminate the Partnership Pilot.

Offeror further acknowledges and agrees that if Offeror asserts any Waived Claim, SCE shall be entitled to seek immediate dismissal of Offeror's claim, complaint, or other challenge, with prejudice, by filing a motion to dismiss (or similar procedural device) supported by the language in this section and that Offeror will not challenge or oppose such a request for dismissal.

Offeror further acknowledges and agrees that if it asserts any Waived Claim, and if SCE successfully has that claim dismissed or transferred to the CPUC, Offeror shall pay SCE's full costs and expenses incurred in seeking such dismissal or transfer, including reasonable attorneys' fees.

5. Offeror's Representations, Warranties and Covenants.

- (1) By submitting an Offer, Offeror agrees to be bound by the conditions of the Partnership Pilot, 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:
 - Offeror has read, understands, and agrees to be bound by all terms, conditions, and other provisions of these Partnership Pilot Participant Instructions;

- Offeror has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the Partnership Pilot and these Partnership Pilot Participant Instructions, including the submittal forms and documents listed in these Partnership Pilot Participant Instructions which are posted on the Website;
- The Offeror has obtained all necessary authorizations, approvals, and waivers, if any, required by the Offeror to submit its Offer pursuant to the terms of these Partnership Pilot Participant Instructions and to enter into a Final Agreement with SCE;
- Offeror's Offer complies with all Applicable Laws;
- Offeror has not engaged, and covenants that it will not engage, in any communications with any other actual or potential Offeror in the Partnership Pilot concerning this solicitation, or related matters and has not engaged in collusion or other unlawful or unfair business practices in connection with the Partnership Pilot;
- Any Offer submitted by Offeror is subject only to SCE's acceptance, in SCE's sole discretion; and
- The information submitted by Offeror to SCE in connection with the Partnership Pilot 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.

(2) By submitting an Offer, Offeror acknowledges and agrees:

- That SCE may rely on any or all of Offeror's representations, warranties, and covenants in the Partnership Pilot (including any Offer submitted by Offeror);
- That SCE may disclose information as set forth in Section 4.6 of these Partnership Pilot Instructions; and

- That in SCE's evaluation of Offers pursuant to the Partnership Pilot, SCE has the right to disqualify an Offeror that is unwilling or unable to meet any other requirement of the Partnership Pilot, as determined by SCE in its sole discretion.

(3) BY SUBMITTING AN OFFER, OFFEROR HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH BY OFFEROR OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE PARTNERSHIP PILOT 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, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE PARTNERSHIP PILOT IN ITS ENTIRETY.

6. Reporting and Public Disclosure of Information.

By participating in the Partnership Pilot, each Offeror acknowledges and expressly authorizes SCE to publicly disclose the following information as required by the CPUC:

- (1) Names of the sponsor companies that submitted Offers into the Partnership Pilot;
- (2) Number of Offers received from each sponsor company;
- (3) Number of Offers received and selected by SCE;
- (4) Project sizes;
- (5) Participating technologies;
- (6) The number of projects that passed the project viability screens;
- (7) Location of Offers by county level shown in a map format; and
- (8) The progression of each Final Agreement's project development milestones.

7. Good Faith Dealings.

It is expected that the Parties will act in good faith in their dealings with each other with respect to this Partnership Pilot.

8. Disclaimer.

SCE AND ITS REPRESENTATIVES (INCLUDING THE INDEPENDENT EVALUATOR) DISCLAIM ANY AND ALL LIABILITY TO AN OFFEROR FOR DAMAGES OF ANY KIND RESULTING FROM DISCLOSURE OF ANY OF OFFEROR'S INFORMATION.

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

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ATTACHMENT A-1

Distributed Generation ("DG") – BTM

PRODUCT DESCRIPTION

BTM Renewable DG is on-site generation that offsets customer demand. Distributed generation is a non-dispatchable resource and reduces customer consumption of electricity from the electrical grid.

The Distributed Generation product is a non-dispatchable resource.

REQUIREMENTS

- (1) Project must meet Wholly Incremental or Partially Incremental requirements as described in Attachment D.
- (2) Project must utilize proven, commercialized technology that is scalable to the project size (not in experimental, research, demonstration, or development stages).
- (3) Project must be installed at one or more SCE customer locations (residential, commercial, agricultural, or industrial customers), with an active service account, that directly connects to one of the substations or circuits listed in Attachment C. A single offer that is comprised of SCE customers across more than one substation or circuit will not be considered.
- (4) Minimum expected energy savings of 100 kWh. If the residual need falls under 100 kWh we will accept offers up to the residual need.
- (5) Delivery days and months must meet SCE's deferral needs as specified in Attachment C.
- (6) Delivery Hour(s) offered must meet at least 1 (one) hour within the deferral time period specified in Attachment C.

CRITICAL PATH DEVELOPMENT MILESTONES

- (1) SCE has established several Critical Path Development Milestones along with applicable deadlines to ensure that the Project will be on track to meet distribution deferral needs. Refer to the PSA for specific requirements related to the milestones.
- (2) Failure to achieve the Critical Path Development Milestone on or before the applicable Critical Path Development Milestone deadline could result in an Event of Default.

*** END OF ATTACHMENT A-1 ***

ATTACHMENT A-2

Distributed Generation paired with Energy Storage ("Hybrid") – Behind the Meter

PRODUCT DESCRIPTION

Behind-the-Meter Renewable Distributed Generation paired with Energy Storage is on-site generation with energy storage that offsets customer demand.

The Distributed Generation paired with Energy Storage product is a non-dispatchable resource.

PROJECT REQUIREMENTS

- (1) Project must meet Wholly Incremental or Partially Incremental requirements as described in Attachment D.
- (2) Project must utilize proven, commercialized technology that is scalable to the project size (not in experimental, research, demonstration, or development stages).
- (3) Notwithstanding the requirements set forth in these Partnership Pilot Instructions, the energy storage components must meet all the criteria set forth in Public Utilities Code Section 2835.
- (4) Project must be installed at one or more SCE customer locations (residential, commercial, agricultural, or industrial customers), with an active service account, that directly connects to one of the substations or circuits listed in Attachment C. A single offer that is comprised of SCE customers across more than one substation or circuit will not be considered.
- (5) Minimum expected energy savings of 100 kWh. If the residual need falls under 100 kWh we will accept offers up to the residual need.
- (6) Delivery days and months must meet SCE's deferral needs as specified in Attachment C.
- (7) Delivery Hour(s) offered must meet at least 1 (one) hour within the deferral time period specified in Attachment C.

CRITICAL PATH DEVELOPMENT MILESTONES

- (1) SCE has established several Critical Path Development Milestones along with applicable deadlines to ensure that the Project will be on track to meet distribution deferral needs. Refer to the PSA for specific requirements related to the milestones.

- (2) Failure to achieve the Critical Path Development Milestone on or before the applicable Critical Path Development Milestone deadline could result in an Event of Default.

**** End of ATTACHMENT A-2 ****

ATTACHMENT A-3

Demand Response ("DR")

PRODUCT DESCRIPTION

Demand Response is a product that, in response to SCE notification, reduces the consumption of energy from the electrical grid. This dispatchable resource can reduce the consumption of energy from the electrical grid by turning off equipment that consumes electricity. Load reduction may be achieved through behavioral changes, energy storage, other types of load reducing technologies, or a combination thereof.

Please note that a low Energy Rate may result in frequent dispatches of the project.

REQUIREMENTS

- (1) Project must meet Incremental requirements as described in Attachment D.
- (2) Project must utilize proven, commercialized technology that is scalable to the project size (not in experimental, research, demonstration, or development stages).
- (3) Project must be comprised of one or more SCE customers (residential, commercial, or industrial customers), with an active service account, that directly connects to one of the substations or circuits listed in Attachment C. A single offer that is comprised of SCE customers across more than one substation or circuit will not be considered.
- (4) Delivery Days and Months must meet SCE's deferral needs as specified in Attachment C.
- (5) Minimum expected energy savings of 100 kWh. If the residual need falls under 100 kWh we will accept offers up to the residual need.
- (6) Delivery Hours must meet SCE's deferral needs as specified in Attachment C.
- (7) Offerors shall not, and shall ensure that all the Participating Accounts do not, during the Delivery Period, obtain benefits under SCE's Automated Demand Response Program, or any other similar program that exists now or during the Term.

CRITICAL PATH DEVELOPMENT MILESTONES

- (1) SCE has established several Critical Path Development Milestones along with applicable deadlines to ensure that the Project will be on track to meet distribution deferral needs. Refer to the PSA for specific requirements related to the milestones.
- (2) Failure to achieve the Critical Path Development Milestone on or before the applicable Critical Path Development Milestone deadline could result in an Event of Default.

INELIGIBLE

- (1) Non-Renewable Resources generators (e.g., natural gas-fired generators), whether permitted as back-up or stationary source generation.
- (2) Prohibited Resources may not be used to reduce load during any Dispatch, with limited exceptions (refer to the PSA for detail). Prohibited Resources include distributed generation technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle CHP or non-CHP configuration

*** End of ATTACHMENT A-3 ***

ATTACHMENT A-4

Energy Efficiency ("EE") – Meter-Based Approach

Energy Efficiency – Customized Calculated Approach

PRODUCT DESCRIPTION

The Energy Efficiency product is a mechanism by which Offeror reduces electrical consumption (load) through the installation of load reducing measures such as replacing old equipment with new equipment that consumes less energy.

The Energy Efficiency product is a non-dispatchable resource.

REQUIREMENTS

- (1) Project must meet Wholly Incremental or Partially Incremental requirements as described in Attachment D. For example, one approach could include new marketing and/or delivery strategies that result in a greater volume of participation or accelerated adoption of existing downstream programs. Any such program theories should be convincing and must include a reliable verification methodology to ensure capture of claimed savings and evidence that demonstrates customers were influenced by the new marketing and/or delivery strategy efforts such as a method for determining a baseline adoption rate for the measure(s) offered by the downstream program. Offerors shall include a robust methodology to verify claimable (incremental) savings and avoid any possible "double dipping," (i.e., the application for multiple rebates in multiple programs for the same program measure).
- (2) Offers should also provide a cost assessment methodology reflecting all embedded costs of the existing programs being leveraged in the Offer.
- (3) Project must utilize proven, commercialized technology that is scalable to the project size (not in experimental, research, demonstration, or development stages).
- (3) Project must be installed at one or more SCE customer locations (residential, commercial, or industrial customers), with an active service account, that directly connects to one of the substations or circuits listed in Attachment C. A single offer that is comprised of SCE customers across more than one substation or circuit will not be considered.
- (4) The program will be delivered in a manner consistent with SCE's calculated and deemed Programs and in compliance with CPUC Resolution E-4818 which adopts

modifications to state EE policy toward an existing conditions baseline per AB802 and D.16-08-019. Applicable only to bids that leverage current Energy Efficiency programs.

- (5) Minimum expected energy savings of 100 kWh. If the residual need falls under 100 kWh we will accept offers up to the residual need.
- (6) Delivery days and months must meet SCE's deferral needs as specified in Attachment C.
- (7) Delivery hours must include at least 1 (one) hour within the deferral time period specified in Attachment C.
- (8) The Meter-Based Approach may be used, unless SCE determines (a) there is no reference for an existing condition baseline (e.g., new construction/capacity expansion or added load), or (b) where consumption patterns are primarily driven by unpredictable or unmeasurable factors, or (c) the likelihood of substantial non-routine events exists.

CRITICAL PATH DEVELOPMENT MILESTONES

- (1) SCE has established several Critical Path Development Milestones along with applicable deadlines to ensure that the project will be on track to meet distribution deferral needs. Refer to the PSA for specific requirements related to the milestones.
- (2) Failure to achieve the Critical Path Development Milestone on or before the applicable Critical Path Development Milestone deadline could result in an Event of Default.

*** End of ATTACHMENT A-4 ***

ATTACHMENT A-5

Permanent Load Shift

PRODUCT DESCRIPTION

The Permanent Load Shift (PLS) product is a product that shifts electrical consumption (load) through the installation of thermal or battery energy storage.

The PLS product is a non-dispatchable resource.

REQUIREMENTS

- (1) Project must meet Wholly Incremental or Partially Incremental requirements as described in Attachment D.
- (2) Project must utilize proven, commercialized technology that is scalable to the project size (not in experimental, research, demonstration, or development stages).
- (3) Project must be comprised of one or more SCE customers (residential, commercial, agricultural, or industrial customers), with an active service account, that directly connects to one of the substations or circuits listed in Attachment C. A single offer that is comprised of SCE customers across more than one substation or circuit will not be considered.
- (4) Minimum expected energy savings of 100 kWh. If the residual need falls under 100 kWh we will accept offers up to the residual need.
- (5) Delivery days and months must meet SCE's deferral needs as specified in Attachment C.
- (6) Delivery hour(s) offered must meet at least 1 (one) hour within the deferral time period specified in Attachment C.

CRITICAL PATH DEVELOPMENT MILESTONES

- (1) SCE has established several Critical Path Development Milestones along with applicable deadlines to ensure that the Project will be on track to meet distribution deferral needs. Refer to the PSA for specific requirements related to the milestones.

- (2) Failure to achieve the Critical Path Development Milestone on or before the applicable Critical Path Development Milestone deadline could result in an Event of Default.

**** End of ATTACHMENT A-5 ****

ATTACHMENT B

Offer Support Documents

Please use the following tables as a guide to understand the information and file types that need to be uploaded to SCE via the Website, as well as other files to which Sellers may need to reference when attesting to and acknowledging certain items on the various Partnership Pilot forms. Please note that SCE may request additional information/uploads.

REQUIRED UPLOADS FOR ALL OFFERS

DOCUMENT	DESCRIPTION
SCE's Partnership Pilot Offer Reservation Form	This form temporarily holds the expected deferral energy savings levels indicated for 14 business days, allowing the remaining required documents to be submitted. Offeror is to download, fill out, and upload this document (as a PDF file) on the Website. A separate form should be used for each project if more than one.
Customer Affidavit to Express Interest in SCE Partnership Pilot form	A Customer Affidavit or Proof of Contracts with host DER customers must be completed and signed by each interested customer. The signed affidavit(s) must be uploaded on the Website within 14 business days of the SCE's Partnership Pilot Offer Reservation Form being submitted to SCE.
SCE Partnership Pilot Customer Affidavit Summary Sheet	This form is to summarize the information regarding customers who have submitted signed Customer Affidavits expressing interest in SCE's Partnership Pilot. This summary sheet is to be downloaded, filled out, and uploaded on the Website within 14 business days of the SCE's Partnership Pilot Offer Reservation Form being submitted to SCE.
Offer Workbook(s)	The workbooks will contain specific operational and other parameters of your Offer/project. There is a specific workbook for each product type, so be certain to download the workbook type for your specific product (e.g., OFFER WORKBOOK - Demand Response.xlsx). Offerors are required to upload one completed Offer Workbook for each project Offer within 14 business days of the SCE's Partnership Pilot Offer Reservation Form being submitted to SCE. Blank Offer Workbooks are available on the Website for download.

MUA Services Questionnaire	Pursuant to D.18-01-003 (“Decision on Multiple-Use Application Issues”), Offerors submitting energy storage Offers are required to provide information on services provided by downloading, filling out, and uploading this document.
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REFERENCE DOCUMENTS USED FOR OBTAINING ADDRESS INFORMATION

DOCUMENT	DESCRIPTION
Non-Disclosure Agreement (NDA)	Offerors who wish to obtain address information for a project must download, fill out, sign, and upload this document (as a PDF file).

*** End of ATTACHMENT B ***

ATTACHMENT C

Distribution Deferral Need and Budget

Distribution Deferral Need, Planning Assumptions, and Budget

Please use the tables included on the Partnership Pilot website as a guide to understand the deferral need and time period associated with each location, along with the relative budget associated with those

needs: <https://www.sce.com/residential/rebates-incentives-saving-tips/integrated-distributed-energy-resources-partnership-pilot>, or

<https://www.sce.com/business/savings-incentives/integrated-distributed-energy-resources-partnership-pilot>

*** End of ATTACHMENT C ***

ATTACHMENT D

Incrementality

Incremental Offers are to be consistent with the principles adopted by the CPUC in D.16-12-036 and D. 21-02-006, including ensuring that double payment and double counting of DER services does not occur.

Read the explanation below of how incrementality is determined.

1. Wholly Incremental: Offers which provide technologies and services not (1) already being sourced or (2) reasonably expected to be sourced through another utility procurement, program, or tariff, which is providing and being compensated for the same service. These Offers will be assessed full incremental value.

2. Partially Incremental: Offers in which some portion of the technology or service is already incentivized through another authorized utility procurement, program, or tariff, and being compensated for the same service. Only the portion of the Offer that provides material enhancements to the existing project will be considered incremental. Bidders must provide a feasible method of measuring and quantifying the incremental value to justify additional compensation.

3. Not Incremental: Offers which provide technologies or services already sourced under another authorized utility procurement, program, or tariff, that meet the identified solicitation needs, and that provide no clearly discernable incremental value beyond current offerings. These Offers are not incremental and will not be included in the valuation and selection process.

Examples of how DERs participating in one of our programs will be assessed:

Projects receiving Self Generation Incentive Program (“SGIP”) funding will be considered fully incremental for the purposes of Partnership Pilot offers, if the provider commits to meeting the dispatch requirements pursuant to the contract for the solicited deferral services and is not already participating in another utility procurement, program, or tariff which is providing and being compensated for the same service.

Projects already compensated through Net Energy Metering (“NEM”) where the provider makes a material enhancement to provide the deferral services (e.g., the addition of storage that

commits to meeting the dispatch requirements described in the solicitation terms and pursuant to the contract for the solicited deferral services). The storage delivery will be considered fully incremental for the purposes of the Partnership Pilot offers. NEM projects without material enhancement (i.e., storage) will not be considered incremental.

Not Already in SCE Energy Efficiency Portfolio:

New EE projects will be allowed to either demonstrate incrementality subject to EE Program Administrator review or elect to use a pre-specified "overlap factor" method. Providers that choose EE Program Administrator review would describe their proposed EE measures and targeted market segments and demonstrate that the projects do not overlap with the EE Program Administrator's existing EE programs. Program incrementality using this method could range from 0% to 100% based on EE Program Administrator review. Alternatively, providers can use a pre-specified "overlap factor" method that does not require an explicit demonstration of incrementality. With this approach, a proposed EE program is assumed to be 80% incremental. Their contribution to the grid need is discounted by 20%. For example, assuming the need is 1 MW, an EE proposal using this "haircut" method must deliver 1.2 MW.

Already in SCE Energy Efficiency Portfolio:

Projects already included in an SCE EE program portfolio will not be considered incremental without a material enhancement for the purpose of the Partnership Pilot. The enhancement must be clearly demonstrable above and beyond the scope of the original EE measures and installations to be considered wholly incremental.

Demand Response offers are eligible for the purposes of the Partnership Pilot. Such offers are fully incremental as long as the provider commits to meeting the dispatch requirements pursuant to the contract for the solicited deferral services and the commitment does not conflict with the Demand Response programs to which the provider is already subscribed.

*** End of ATTACHMENT D ***

ATTACHMENT E

Payments

The Tariff Budget is set at 85 percent of the cost cap of a planned investment, based on the Simple Pricing Method. That 85 percent is divided up into three payment tiers:

1) Deployment (20%) – Utilities would pay providers to install distributed energy resources solutions and commit to dispatch;

- Only newly installed DERs are eligible to receive the Deployment payment

2) Reservation (30%) – Utilities would pay providers to reserve specific amounts of capacity and energy during specified timeframe; and

3) Performance (50%) – Utilities would pay providers when resources are dispatched according to contracted criteria.

NOTE: Only new Distributed Energy Resources being installed are eligible to receive a deployment payment. The reservation payments and performance payments will only be made if contracts with aggregators cumulate to at least 100% of the capacity needed to defer the planned distribution infrastructure. Funds not spent in any Partnership Pilot project tranche will be rolled over to the subsequent tranche. In addition, funds will be rolled over to the next tranche while maintaining the deployment (20 percent), reservation (30 percent), and performance (50 percent) payment structure.

For a listing of the Tariff Budget payment tier dollar amounts please refer to the Partnership Pilot website that can be found at:

<https://www.sce.com/residential/rebates-incentives-saving-tips/integrated-distributed-energy-resources-partnership-pilot>, or

<https://www.sce.com/business/savings-incentives/integrated-distributed-energy-resources-partnership-pilot>

*** End of ATTACHMENT E ***