



SCE CLEAN ENERGY PROCUREMENT



2024 CLEAN ENERGY REQUEST FOR OFFERS ("Clean Energy RFO")

RFO Instructions

February 2, 2025

Version 4.0

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PREFACE

IMPORTANT – QUALIFICATION CRITERIA:

Offerors must adhere to the eligibility criteria and RFO process as set forth in these RFO participant instructions (“RFO Instructions”) to be considered for selection pursuant to this RFO.

IMPORTANT – COMMUNICATIONS:

All Offers (as defined below) must be submitted by email to CleanEnergyRFO@sce.com with carbon copy to Independent Evaluator Alan.Taylor@sedwayconsulting.com as detailed below.

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

IMPORTANT – INDEPENDENT EVALUATOR:

In accordance with the requirements set forth in the California Public Utilities Commission (“CPUC”) Decision (“D.”) 10-12-048, SCE has engaged an independent evaluator to evaluate and report on the RFO (“Independent Evaluator” or “IE”), including the evaluation, selection, and negotiation process for the RFO. The Independent Evaluator will review all Offers and will have the opportunity to review all communications between SCE and Offerors.

Sedway Consulting, Inc. is the Independent Evaluator for the RFO. The principal contact, Alan Taylor, can be reached at Alan.Taylor@sedwayconsulting.com.

1. GENERAL INFORMATION

1.1. Introduction

Southern California Edison Company ("SCE") is issuing this Request for Offers (referred to herein as the "2024 Clean Energy RFO" or the "RFO") to solicit offers ("Offers") from offerors for the products described herein (such offerors, "Offerors" or "Sellers"). The products are identified in Article Two hereof and further explained in the "Attachments" portion of these instructions ("RFO Instructions").

These RFO Instructions also set forth:

- Specific solicitation objectives
- Product list
- Eligibility criteria
- Preferences
- Procedures an Offeror must follow to participate in the RFO
- Quantitative valuation methodology and qualitative considerations

Capitalized terms used in these RFO Instructions, but not otherwise defined herein, have the meanings set forth in the respective purchase and sale agreements ("Contracts").

Unless stated otherwise, any references to Articles, Sections, or Attachments are to Articles, Sections, or Attachments contained in these RFO Instructions.

All clock times specified throughout these RFO Instructions are in Pacific Prevailing Time (PPT).

1.2. RFO Solicitation Objectives

SCE is administering this RFO to procure towards its clean energy needs identified with SCE's 2022 Integrated Resource Plan ("IRP") as authorized in CPUC D.24-02-047 and prospective reliability needs under Proposed Decision R.25-06-019. Eligible resources will need to, at a minimum, deliver energy from new non-emitting generation resources by the Expected Initial Delivery Dates further described in each resource category below the Expected Initial Delivery Date. Additional information specifying SCE's procurement needs are as follows:

Table 1: SCE Procurement Needs

Eligible Resource Types	Eligible Resource Description ¹	Contract Types ²	Delivery Period, Yrs	Expected Initial Delivery Dates & Delivery Deadline Dates ³
RPS Eligible Resources, preferably with FCDS	Eligible Renewable Resources (ERRs)	Renewable	10 - 20	Preference for Delivery Deadline Dates that are either: (1) on or prior to, but near, 6/1/2030; or (2) on or prior to, but near, 6/1/2032; and (3) no later than 6/1/2033. This translates to a Pro Forma Expected Initial Delivery Dates of (1) 12/1/2029, (2) 12/1/2031, and (3) 12/1/2032, respectively
Paired Resources	ERRs co-located with energy storage resources with a duration of at least 4 hours	Renewable plus energy storage RA Only, or energy storage RA with Financial Settlement		

1.3. Solicitation Structure

SCE is seeking Offers for the products described in Section 2 of these RFO Instructions. Offerors planning to submit offers for projects that do not match the defined products or are not contemplated in any of the Pro Forma Contracts should meet with SCE well in advance of any offer submittal deadline such that SCE can understand the project and provide any guidance.

1.4. Contracting Forms: Pro Forms

The products solicited in this RFO are included in SCE's Clean Energy Pro Forma Contracts ("Clean Energy Pro Forms" or "Pro Forms"). The Pro Forms are made up of a base contract which contains terms applicable to all product types and an attachment which contains terms applicable to the particular product type being offered.

¹ Minimum offer size is 50 MW for all resource types, with a preference for 100 MW and larger projects and firm clean generation.

² For any Offer with a >15-year Delivery Period, Offerors are required to also submit at least one additional, mutually exclusive offer with a ≤15-year Delivery Period.

³ SCE's pro forma allows no more than six months of delay between Expected Initial Delivery Date (EIDD) and Delivery Deadline Date (DDD). For example, contracted project with an EIDD of 12/1/2029 must achieve its Initial Delivery Date by the DDD of 6/1/2030.

Offerors are requested to incorporate all tax incentive benefits into the Offer's pricing.

For the energy storage projects paired with renewable generation, there are two product structures being solicited for the energy storage portion of the paired project: (1) Resource Adequacy (RA) Only, and (2) RA with Financial Settlement.

- The RA Only structure provides SCE with only the RA product from the project. The Offeror would retain all energy and ancillary service dispatch rights associated with the storage project and receive or incur all market revenues and costs associated with such energy and ancillary services.
- The RA with Financial Settlement structure is essentially a RA Only contract, with the addition of a financial settlement of CAISO market energy. Each month, SCE will pay a capacity price to Seller and Seller will deliver to SCE RA, and also pay SCE an Energy Settlement amount that approximates energy revenue for no more than a single charge/discharge cycle per day, accounting for the storage project's round trip efficiency factor. In no event may the daily Energy Settlement result in a negative value.

SCE expects Seller to act as CAISO Scheduling Coordinator for energy storage contracts and is not seeking energy storage tolling contracts.

The summary above is intended to provide a high-level description of the products SCE is soliciting in this RFO, not to provide guidance on, or interpretation of, the Clean Energy Pro Forma(s). In calculating Offer pricing, Offerors are responsible for carefully and thoroughly reviewing the entire Pro Forma applicable to the product(s) they are offering to understand all of the obligations and expected costs associated with their Offer(s).

Aside from the project-specific technical and commercial information that needs to be populated, SCE's Pro Forma are execution-ready financeable contracts. During the negotiation phase, SCE expects little to no redlines to such documents and seeks to minimize the number of document turns. SCE encourages Offerors to only advocate for changes that are necessary and without such changes would result in an unfinanceable Project. Offerors who are shortlisted for Products that do not have a pro forma should anticipate additional document turns.

1.5. Contracts and Final Agreements

Upon SCE's final selection of Offers, and pursuant to the RFO process and requirements set forth herein, SCE and Seller may execute contracts in substantially the same form and substance as SCE's Clean Energy RFO Pro Forma.

Any contract executed by SCE and an Offeror as a result of this RFO is a "Final Agreement."

Any Final Agreement will take priority over these RFO Instructions, any Pro Forma agreement, any drafts exchanged prior to such Final Agreement, and any Offer submittal material. All Offers submitted, and all drafts negotiated, will be subject to SCE's management's review and approval.

All Final Agreements will be submitted to the CPUC for approval. CPUC Approval, as defined in the Pro Forma, is a condition precedent for Seller to achieve an Initial Delivery Date. Further, Final Agreements may be terminated if CPUC Approval is not obtained.

1.6. Offerors' Representations and Warranties

In submitting Offers into this RFO, Offeror's submitted Offer pricing shall account for SCE's credit/collateral terms, pro forma availability requirements, and project specifications as set forth in these RFO Instructions and, as applicable and to the extent such documentation currently exists, the provisions in the Clean Energy Pro Forma (or SCE's guidance if a pro forma contract does not exist).

It is Offeror's responsibility to thoroughly review this entire RFO Instructions document and the provisions of the Clean Energy Pro Forma, as applicable, and all requirements of this RFO process and to otherwise understand all anticipated costs that should be factored into the Offer price.

It is Offeror's further responsibility to understand the timing and feasibility of the respective interconnection processes, as applicable to the project/product types being proposed in this RFO in meeting the required Expected Initial Delivery Dates. Offerors also need to understand the actual or potential restrictions in obtaining Full Capacity Deliverability Status (FCDS) and, with respect to energy storage projects, restrictions around the ability to charge its projects.

1.7. Document Conflicts

In the event of any conflict between terms contained in the Clean Energy Pro Forma, these RFO Instructions, or the Website, the conflict will be resolved by the following priority of documents:

- 1) The Clean Energy Pro Forma (and other posted pro forma contract(s), as applicable),

- 2) These RFO Instructions.

Any Final Agreement between SCE and Offeror will have precedence over the RFO materials listed above.

1.8. SCE Affiliates

SCE affiliates are permitted to participate in this RFO. Offeror must disclose whether 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.

2. ELIGIBILITY REQUIREMENTS

2.1. General Project and Offer Eligibility

Below is a high-level summary of Project and RFO Offer eligibility requirements. Please refer to Attachments A-1 and A-2 for specific project and Offer requirements.

2.2. In Front of Meter Projects

As SCE has a large procurement target, this RFO will be limited to offers for new In Front of the Meter ("IFOM") projects that are able to provide 50 MW or larger capacity at the point of interconnection, with a preference for 100 MW and larger project capacity and clean firm generation.

2.3. Technology

Projects must consist of proven, commercially available technology that is scalable to project size (not in experimental, research, demonstration, or development stages), as determined in SCE's sole discretion.

Seller shall ensure that the Project complies with the requirements of the California Air Resources Board's [Voluntary Renewable Electricity Program](#) or successor program and shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances in compliance with the Voluntary Renewable Electricity Program or successor program.

2.4. Resource Adequacy

SCE prefers renewable resources with (FCDS) but will consider renewable resources that have energy-only interconnection status. Energy storage resources must have FCDS. Projects must be able to obtain NQC as defined by CAISO and CPUC processes for System Resource Adequacy and convey those attributes to SCE.

2.5. Expected Initial Delivery Date

Eligible Projects must meet the Expected Initial Delivery Date of 12/1/2032. SCE strongly prefers Expected Initial Delivery Dates of either 12/1/2029 or 12/1/2030, as SCE's pro forma allows no more than six months of delay between Expected Initial Delivery Date (EIDD) and Delivery Deadline Date (DDD) (i.e., EIDD within six months prior to SCE's compliance deadlines of either 6/1/2030 or 6/1/2031). Projects must satisfy all conditions precedent to the Initial Delivery Date, including achieving CAISO commercial operation, and if applicable, receiving an NQC from CAISO and being listed on a supply plan for the applicable Initial Delivery Date.

2.6. Paired Resources

SCE has a strong preference for RPS-eligible generating resources but will consider Offers that are RPS eligible generating resources co-located with an RA-eligible energy storage resource (a "Paired Resource").

2.7. Interconnection Status

Projects with a CAISO Queue Cluster 15 Cluster Study, or with a CAISO Queue Cluster 14 or earlier Phase 2 study or equivalent are eligible, provided that the interconnection dates in such documents support the project's proposed Expected Initial Delivery Date. SCE prefers projects that can support their Expected Initial Delivery Date with an executed CAISO Generator Interconnection Agreement.

2.8. Project Collateral and Liquidated Damages

SCE requires collateral to be posted on all Final Agreements. Acceptable forms of collateral are cash and letters of credit, SCE will not consider any other form of collateral. The Development Security ("DS") is held by SCE until the Initial Delivery Date of the project. Performance Assurance ("PA") is required to be posted on or before the Initial Delivery Date through the end of the Term. To calculate both DS and PA, SCE will multiply the respective \$/kW, shown in the table below, by the maximum monthly or maximum annual, as applicable, kW Contracted Amount for the relevant Delivery Period. The Delivery Period will be rounded up to the nearest 10, 15, or 20 years for all resource types.

Additionally, the Daily Delay Liquidated Damages Seller must pay in accordance with the applicable pro forma are identified in the table below.

Table 2: Collateral Requirements and Damages

Delivery Period	10-Year	15-Year	20-Year
Development Security ⁴	\$65/kW		
Performance Assurance	\$35/kW	\$50/kW	\$65/kW
Daily Delay Liquidated Damages	\$975/MW-day		

2.9. General Guidance

2.9.1. Interconnection

SCE advises Offerors to thoroughly understand the respective interconnection processes and start communicating with the respective interconnection personnel. SCE expects the CAISO In-Service Date provided in the Project's latest interconnection documentation to occur no later than the Expected Initial Delivery Date submitted with the Offer.

2.9.2. Multiple Mutually Exclusive Offers

SCE encourages Offerors to submit multiple offers for the same project with variations to the offer size, thereby submitting multiple mutually exclusive offers for SCE to evaluate.

3. OTHER PREFERENCES

3.1. Disadvantaged Communities

Public Utilities Code Section 399.13 states:

"(8) (A) In soliciting and procuring eligible renewable energy resources for California-based projects, each electrical corporation shall give preference to renewable energy projects that provide environmental and economic benefits to communities afflicted with poverty or high unemployment, or that suffer from high emission levels of toxic air contaminants, criteria air pollutants, and greenhouse gases."

Also:

⁴ Development Security is due 50% within 5 business days following full contract execution, and 50% upon CPUC approval of the contract.

“(B) Subparagraph (A) applies to all procurement of eligible renewable energy resources for California-based projects, whether the procurement occurs through all-source requests for offers, eligible renewable resources only requests for offers, or other procurement mechanisms. This subparagraph is declaratory of existing law.”

Based on this, SCE has a preference for resources located in Disadvantaged Communities (“DACs”), where DAC means a census tract that either:

- 1) Score at or above the 75th percentile (i.e., scoring in the top 25 percent statewide) in the California Environmental Protection Agency’s (“CalEPA”) [CalEnviroScreen Map](#) 4.0 on a statewide basis, or
- 2) Are one of the census tracts that score in the highest five percent of the CalEnviroScreen Map 4.0 pollution burden, but that do not have an overall score.

DAC is a designation originally created to help guide investment of funds from the Greenhouse Gas Reduction fund, but the use cases have expanded and standardized. Widespread application of the DAC designation and the [CalEnviroScreen](#) tool (a tool developed by CalEPA to identify DACs, currently in version 4.0) are now used in many forums including the CPUC, ARB, and CEC.

The CalEPA created an online map that displays the [CalEnviroScreen Map](#) results, where one can pan and zoom into various areas of California to graphically identify the general location of DACs. This tool also allows the use to:

- 1) download a data list of areas that correspond to the preceding map, by: (a) visiting the [CalEPA DAC website](#), and (b) downloading the [List of Disadvantaged Communities](#) Excel file, and
- 2) determine DAC status of one or more specific addresses by (a) starting with the [CalEnviroScreen Map](#), and (b) searching the address in the “Find address or place”.

4. DIVERSE BUSINESS ENTERPRISES

In accordance with CPUC General Order (“GO”) 156, SCE is committed to the inclusion of verified diverse business enterprises (Diverse Business Enterprises or DBEs) in our RFOs. These DBEs include businesses owned by women, minorities, disabled veterans, LGBTQ+ individuals, and persons with disabilities. Respondents are encouraged to subcontract with qualified DBEs and report their subcontracting spend to SCE pursuant to GO 156.

5. RFO PROCESS AND OFFER SUBMITTAL.

5.1. RFO Schedule

SCE reserves the right to revise any milestone, date or submittal requirement in the RFO Schedule.

Table 3 – RFO Schedule

Milestone	Deadline
RFO Market Notice	Feb 2, 2026
Offer Submittal due (the "Offer Submittal Deadline")	Feb 23, 2026 by 5 pm PPT
Shortlist Notification	April 16, 2026 or earlier
Shortlist Deliverables due (the "Shortlist Deliverables Deadline")	April 23, 2026 by 5 pm PPT
Contract Execution Deadline	Rolling

5.2. Online "Offer Form" and Excel-based "Offer Workbooks"

5.3. Offer Workbooks.

Excel-based Offer Workbooks ("Workbooks") are spreadsheets containing the specific operational and pricing parameters associated with the Offers/projects. Offerors are to download, fill out, and then email the completed workbooks.

5.4. Offer Submittal

A complete and conforming Offer package must consist of all Required Offer Submittal Materials listed in Attachment B.

SCE will consider only those submissions that constitute complete and conforming Offers. This includes submittal of all documents and accurate completion of all forms.

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

Offeror must cc the Independent Evaluator at: Alan.Taylor@sedwayconsulting.com. The Independent Evaluator will confirm receipt of the emailed Offer package via return email.

If an Offeror who has submitted an Offer does not receive such email confirmation within two business days, please contact the Independent Evaluator at Alan.Taylor@sedwayconsulting.com and/or (303) 581-4172.

5.5. Offer Inclusivity and Exclusivity.

An Offeror can submit a single Offer or multiple Offers . Each Offeror can submit up to fifteen (15) Offers for a single project. Offeror may submit multiple projects offers within a single offer workbook.

Offers can be mutually inclusive of each other (i.e., to take a single Offer, SCE must accept all Offers within a mutually inclusive set). Offers can also be mutually exclusive of each other (i.e., a set of Offers from which SCE can select only one Offer; common when submitting multiple Offers from a single project). Offerors should designate Offers as either mutually inclusive or mutually exclusive in their Seller Proposal Letter to be uploaded along with other support materials.

For any Offer with a greater than 15-year Delivery Period, Offerors are required to also submit at least one additional, mutually exclusive offer with a less than 15-year Delivery Period.

5.6. Offeror Redline Comments on the Clean Energy Pro Forma

Offerors shall provide their redline comments on the Pro Forma to SCE.

5.7. Additional Information.

If necessary, SCE may request additional information (not included in these RFO Instructions) from Offerors at any time during the RFO.

5.8. Shortlisting and Negotiations

Offerors will be notified of Project shortlisting and will be required to provide certain deliverables on the shortlisted Project(s). These deliverables are specific to each product type (Please refer to Attachment D for Shortlist Deliverables).

Offerors will then move on to contract negotiations. Please note, SCE expects all offers to be consistent with the Pro Forms and factor in the allocation of risk set forth in the applicable Pro Forma.

6. SCREENING OF OFFERS, LEAST-COST, BEST-FIT METHODOLOGY, AND SELECTION

6.1. Screening of Offers

After the Offer Submittal Deadline, SCE begins an initial review of all Offers received for items such as completeness and conformity. On a high level, this review includes a thorough screening to confirm that each Offer package complies with the following:

- Offer package adheres to the RFO Schedule with respect to submittal deadlines
- Offer meets all eligibility criteria
- Upload of complete and accurate Required Offer Submittal Materials

In consultation with its Independent Evaluator, SCE may allow Offerors to cure any submittal deficiencies or errors, solely at SCE's discretion. Ultimately, SCE will screen submitted Offers on a "pass-fail" basis against the RFO eligibility criteria and requirements. SCE may, with the approval and oversight of the IE, screen out Offers based on cost and viability.⁵

6.2. Least-Cost Ranking

Offers having passed the complete and conforming screening process will be quantitatively assessed via SCE's CPUC-approved least-cost methodology. Specifically, SCE will calculate the forecasted quantity of RE Credits, RA capacity, electrical energy, and/or energy settlement benefit that each Offer is expected to provide and multiply these quantities by their respective price forecasts. The sum of these benefits represents an estimated value of an Offer. SCE will then calculate the contract costs required to capture the value to determine the cost-competitiveness of the Offer.

Once the valuation elements are calculated, they are discounted to present value. SCE then subtracts the present value of expected costs from the present value of expected benefits to determine the expected Net Present Value (NPV) of each Offer. The most cost-competitive Offers will have the lowest contract costs as compared to their forecasted market value. Finally, Offers are ranked from highest to lowest value based on a normalized NPV metric.

⁵ See Section 6.3 of these RFO Instructions

Each contract benefit element and contract cost element used in the quantitative methodology in this RFO is described in depth in Attachment C; additionally, Table 4 immediately below summarizes the quantitative evaluation elements SCE typically considers for each product solicited in this RFO.⁶ The value of each component is subject to factors such as, but not limited to, resource configuration and/or other offer parameters.

Table 4: Least-Cost Benefit and Cost Elements

Resource	BENEFIT ELEMENTS				COST ELEMENTS			
	RA Capacity	Energy	Renewable Energy Credit	Financial Energy Settlement	Contract Payment	Network Upgrade	Debt Equiv.	Renewable Energy Integration
Renewable Generation	✓	✓			✓	✓	✓	
Paired Resource (Renewable Generation w/ Energy Storage)	✓	✓		✓	✓	✓	✓	

6.3. Best-Fit Analysis and Shortlist Selection

In addition to the least-cost methodology explained above, SCE assesses several qualitative characteristics to optimize shortlisted Offers. These qualitative characteristics may include, but are not necessarily limited to:

6.3.1. RFO-stated preferences

- Larger project sizes
- Expected Initial Delivery Dates within six months prior to SCE's compliance deadlines of either 6/1/2030 or 6/1/2031⁷
- Clean firm generation with FCDS
- Resources located in Disadvantaged Communities

⁶ The valuation components are subject to modification, subject to consultation of the change with the Independent Evaluator, and are used as applicable to a resource type.

⁷ SCE's pro forma allows no more than six months of delay between Expected Initial Delivery Date (EIDD) and Delivery Deadline Date (DDD). For example, an EIDD of 12/1/2029 must achieve its DDD by 6/1/2030.

6.3.2. Permitting and interconnection

- Environmental & permitting status
- Fuel interconnection & source
- Water interconnection & source
- Interconnection voltage
- Interconnection status

6.3.3. Pre-development milestones

- Project financing status
- Project development experience
- Emissions performance standards

6.3.4. Development milestones

- Large equipment status
- Reasonableness of commercial operation date

6.3.5. Additional potential considerations

- Whether a project is preferred pursuant to Public Utilities Code Sections 399.13(a)(7) or 454.5(b)(9)(D)(i-ii)⁸
- Contributions towards SCE's RPS and clean energy targets
- Portfolio fit of energy, capacity, ancillary services, and term
- Offeror concentration
- Technology concentration
- Dispatchability & curtailability
- Contracting complexity
- Project viability. The project viability assessment includes factors such as developer experience, O&M experience (proven track record), commercial technology, reasonableness of delivery date, and interconnection progress
- Interconnection viability

⁸ As applicable based on need determination at time of selection.

- Permitting and interconnection

The effect of assessing each Offer's qualitative attributes as part of SCE's shortlist selection of Offers can be any of the following:

- Promoting a lower-NPV Offer onto the shortlist, or eliminating a higher-NPV Offer from shortlist consideration
- Determining a tie-breaker between two Offers with equivalent or near-equivalent NPVs
- Having no effect on the shortlist selection

As such, SCE may choose Offers for its shortlist selection that do not have the highest NPVs. Ultimately SCE, in consultation with its Independent Evaluator, will select (based on the above-explained quantitative and qualitative methodologies) to focus only on the most competitive, best-fit Offers while having a necessary quantity of Offers to take through the RFO's negotiation and final selection processes.

7. ACKNOWLEDGEMENTS; WAIVERS AND RESERVATION OF RIGHTS; REPRESENTATIONS, WARRANTIES AND COVENANTS.

By submitting an Offer to SCE pursuant to this RFO, the Offeror acknowledges the following:

7.1. SCE's Rights

SCE reserves the right to modify any dates and terms specified in these RFO Instructions and the Pro Forma(s), in its sole discretion and at any time without notice and without assigning any reasons and without liability of Edison International, SCE or any of their subsidiaries, affiliates or representatives. SCE also reserves the right to select no Offers as an outcome of this RFO.

7.2. 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 a Final Agreement and other required agreements.

7.3. Expenses

Each Offeror will be responsible for all of its expenses incurred as a result of its participation in this RFO. In the event that this RFO 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 RFO.

7.4. 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 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 RFO or these RFO 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 this RFO or otherwise, and further, SCE may elect to terminate this RFO.

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

- The sole means of challenging the conduct or results of the RFO is a complaint filed under Chapter 2, Article 5, Request for Investigations and Complaints, of Title 20, Public Utilities and Energy, of the California Code of Regulations;
- The sole basis for any such protest shall be that SCE allegedly failed in a material respect to conduct this RFO in accordance with these RFO Instructions; and
- The exclusive remedy available to Offeror in the case of such a protest shall be an order of the CPUC that SCE again conduct any portion of this RFO that the CPUC determines was not previously conducted in accordance with these RFO 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 this RFO and any related

regulatory proceedings related to this RFO will continue as if the protest had not been filed, unless the CPUC issues an order suspending the RFO or SCE has elected to terminate this RFO.

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.

7.5. Offeror's Representations, Warranties and Covenants

By submitting an Offer, Offeror agrees to be bound by the conditions of this RFO, and makes the following representations, warranties, and covenants to SCE, which representations, warranties, and covenants shall be deemed to be incorporated in their entirety into each of Offeror's Offers:

- Offeror has read, understands and agrees to be bound by all terms, conditions and other provisions of these RFO Instructions;
- Offeror has had the opportunity to seek independent legal and financial advice of its own choosing with respect to this RFO and these RFO Instructions, including the submittal forms and documents listed in these RFO Instructions;
- Offeror warrants herein that the product price includes all Offeror's costs of adhering to the provisions of the Clean Energy Pro Forma;
- Offeror has obtained all necessary authorizations, approvals and waivers, if any, required by Offeror to submit its Offer pursuant to the terms of these RFO Instructions and to enter into a Final Agreement with SCE;
- 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 RFO concerning this solicitation, price terms in Offeror's Offer, or related matters and has not engaged in collusion or other unlawful or unfair business practices in connection with this RFO;

- 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 this RFO and all information submitted as part of any Offer is true and accurate as of the date of Offeror's submission. Offeror also covenants that it will promptly update such information upon any material change thereto.

By submitting an Offer, Offeror acknowledges and agrees:

- That SCE may rely on any or all of Offeror's representations, warranties, and covenants in this RFO (including any Offer submitted by Offeror);
- To the non-disclosure terms and obligations in the RFO Non-Disclosure Agreement ("NDA") posted on the Website; and
- That SCE may disclose information as set forth in Section 7.6 and the NDA;
- That in SCE's evaluation of Offers pursuant to this RFO, SCE has the right to disqualify an Offeror that is unwilling or unable to meet any requirement of this RFO, as determined by SCE in its sole discretion.

BY SUBMITTING AN OFFER, OFFEROR HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH BY OFFEROR OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE RFO INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH OFFEROR, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THIS RFO IN ITS ENTIRETY.

7.6. Reporting and Public Disclosure of Information.

By participating in this RFO, each Offeror acknowledges and expressly authorizes SCE to publicly disclose information concerning this RFO if directed and as required by the CPUC.

7.7. Good Faith Dealings.

It is expected that the Offeror and SCE will act in good faith in their dealings with each other with respect to this RFO.

7.8. 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; PROVIDED IF OFFEROR AND SCE FULLY EXECUTE AND DELIVER AN NDA, THE TERMS OF THE APPLICABLE NDA SHALL GOVERN.

ATTACHMENT A-1

IFOM Renewable Generation Description & Requirements

Capitalized terms in this Attachment A-1 that are not defined in these RFO instructions are otherwise defined in the Pro Forma. All clock times specified below are in Pacific Prevailing Time (PPT).

A. Product Description

A generating facility that is an Eligible Renewable Resource ("ERR").

B. Requirements

1. Project must be an ERR as such term is defined in Public Utilities Code Section 399.12 or Section 399.16.⁹
2. Project must consist of proven, commercialized technology (not in experimental, research, demonstration, or development stages).
3. Offeror, as the Transmission Customer or representative of the Transmission Customer, must sign and upload the "Consent for Release of Interconnection-Related Information" document (posted on the RFO website) by the Initial Offer Submittal Deadline whereby Offeror, as the Transmission Customer or representative of the Transmission Customer, consents to and authorizes the disclosure of its confidential, Non-Public Transmission Customer Information to any SCE employee, including SCE's Marketing Function Employees (as such term is defined pursuant to the FERC Standards of Conduct), who needs to know such information in connection with the Offer(s) being submitted in this RFO.
4. Site Control – Offeror must demonstrate Site Control via the Site Control Acknowledgement Letter required to be submitted with Offers. The Pro Forms also contains a representation that Seller has Site Control as of the Effective Date.
5. Experienced project developers/Offerors with at least one member of the development team having (a) completed at least one project of similar technology and capacity to the

⁹ Eligibility requirements for ERRs are set for in the CEC RPS Eligibility Guidebook: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard/renewables-portfolio-standard-0>

Offer, or (b) begun construction of at least one other project similar to the Offer being submitted in this RFO, (the "Development Team Experience Requirement").

C. Potential Funding for Development Security

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

D. Ineligible Products

1. Offers delivering Portfolio Content Category 2 ("Category 2"), as defined in Public Utilities Code Section 399.16(b)(2) and D.11-12-052, products, such as firmed and shaped products.
2. Offers delivering Portfolio Content Category 3 ("Category 3") as defined in Public Utilities Code Section 399.16(b)(3) and D.11-12-052, products, such as Renewable Energy Credit-only transactions.

ATTACHMENT A-2

IFOM Paired Resource Description & Requirements

SCE recommends that interested Offerors of Paired Resources (Renewable Generation co-located with Energy Storage) refer to the applicable Pro Forms (Renewable Generation-IFOM; Energy Storage RA Only – IFOM; or Energy Storage RA w/Financial Settlement – IFOM). Capitalized terms in this Attachment A-2 that are not defined in these RFO instructions are otherwise defined in the applicable Energy Pro Forma(s).

E. Product Description

The Paired Resource (Renewable Generation/Energy Storage) product shall be an in-front-of-the-meter installation. Further, it shall consist of commercially available technology that is capable of producing energy from renewable generation installations (as further described below), storing the renewable energy, such as solar energy, and thereafter dispatching the renewable energy to SCE's system.

F. Project Requirements

3. All requirements listed under Attachment A-1 for Renewable Generation.
4. The energy storage components must consist of commercially available mechanical, chemical or thermal storage technology (i.e., not in experimental, research, demonstration, or development stages).
5. If applicable, project must meet SCE WDAT Tariff requirements for charging service.

ATTACHMENT B

OFFER SUBMITTAL REQUIREMENTS

Please use the following tables as a guide to understand the information and file types that need to be emailed to SCE and the IE by the Offer Submittal Deadline, as well as other files to which Sellers may need to reference when attesting to and acknowledging certain items on the various RFO forms (e.g., the NDA). Please note this is for incremental projects being offered and that SCE may request additional or different information/uploads than what is listed below.

A. All Offers – Required Submittal Materials

DOCUMENT	DESCRIPTION
Excel-based Offer Workbook	The workbooks contain specific quantitative pricing, operational, and other parameters of the Offeror's Offers and projects. All Offers from a single seller may be consolidated on a single Offer Workbook. Filename: 2024_CleanEnergy_Workbook_V4.xlsx
Seller Proposal Letter	Using the posted guidelines, Offeror is to clearly and with sufficient detail, provide a description of the project's attributes (location, general configuration, etc.), offer selection parameters (e.g., mutually exclusive with other offers), Offeror's company, Seller's experience with development and equipment source/supply chain management, and anything else that either is not captured in the offer forms and/or that Offeror deems as information SCE should possess to better help understand the project and gain confidence of its viability. Use the posted guideline document as a guide to the information SCE seeks. Filename: 2024 Clean Energy RFO - Proposal Letter Guidelines.docx
Intake Form	Offeror is to complete this form summarizing the Seller, project, and contract details needed to develop the contract form. Filename: 2024 Clean Energy RFO - Intake Form.docx
NDA	If an Offeror (i.e., ultimate parent) does not have an existing NDA with SCE that is applicable to this RFO, said Offeror is required to download the pro forma NDA posted on the RFO website, fill it out, sign it and provide it to SCE as part of its Offer submittal package. If Offeror wishes to revisit any provision in SCE's pro forma NDA, SCE recommends consulting with SCE prior to the Initial Offer Submittal Deadline. If Offeror has an existing NDA with SCE that is applicable to this RFO, Offeror is required to submit a copy of the fully executed pre-existing NDA to SCE as part of its Offer submittal package. Filename: 2024 Clean Energy RFO - NDA.docx

DOCUMENT	DESCRIPTION
Developer Experience Attestation	To be eligible to participate in this RFO, Offerors must meet the terms of the pro forma Developer Experience Attestation that is posted on the RFO Website. To demonstrate that Offeror meets these terms, Offeror shall download the Developer Experience Attestation from the RFO website, fill it out, sign it and provide it to SCE as part of its Offer submittal package. Filename: 2024 Clean Energy RFO - Dev Exp Att.docx
Site Control Acknowledgement Letter	To be eligible to participate in this RFO, Offerors must meet the terms of the pro forma Site Control Acknowledgement Letter that is posted on the RFO Website. To demonstrate that Offeror meets these terms, Offeror shall download the Site Control Acknowledgement Letter from the RFO website, fill it out, sign it and provide it to SCE as part of its Offer submittal package. Filename: 2024 Clean Energy RFO Site Control Ack Letter.docx
Consent for Release of Interconnection Related Information	This consent authorizes the Transmission Customer to disclose certain confidential, Non-Public Transmission Customer Information to SCE's Marketing Function Employees as per the terms specified under this consent document. Offeror is to fill out, sign and upload this document (as a PDF file) for each project. Filename: 2024 Clean Energy RFO - Interconnect Info Consent.docx
Latest Interconnection Study -or- Generation Interconnection Agreement	Must demonstrate that Offeror has requested Full Capacity Deliverability Status for Paired Resource Offers.

B. Paired Offers – Additional Required Offer Submittal Documents

DOCUMENT	DESCRIPTION
MUA Questionnaire	This is a regulatory requirement pursuant to section Rule 9 of the CPUC Decision on Multiple Use Application (MUA) Issues for Energy Storage (http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M204/K478/204478235.pdf.) Filename: 2024 Clean Energy – Storage MUA.docx

C. Pro Forma Redlines

DOCUMENT	DESCRIPTION
Pro Forma	Offeror shall insert their redline comments and/or proposed edits into the Pro Forma(s). For avoidance of doubt, these should be specific comments/edits on specific provisions in the Pro Forma(s). Comments general in nature may not be considered. Offerors to begin the filename with "Offeror Name – Project Name - Redline" e.g., USA Co–Project 1– Redline--PR Rev1-2023-07-30 Base.docx

ATTACHMENT C

Project Valuation Criteria

SCE will perform a least-cost, best-fit selection by calculating the NPV of each Offer. SCE will then select the set of Offers that satisfies the procurement constraints while providing the most favorable quantitative and qualitative benefits for SCE's customers.

CONTRACT BENEFITS
Energy and Ancillary Service Benefits – Energy benefits for an offer are calculated by multiplying the Offer's expected energy and ancillary service deliveries by SCE's view of future energy and AS prices. (1) <u>For a supply side offer</u>, an offer that can be bid into the CAISO by SCE, SCE utilizes production-cost models to determine the Offer's expected energy and AS deliveries. The production cost models compare the forecasted cost of running a resource against the revenue of delivering energy and ancillary services to ensure an economic delivery profile. (2) <u>For a must-take or baseload Offer</u>, SCE estimates the energy deliveries based on the Offer's expected generation delivery profile. SCE may also employ Monte Carlo simulations to assess any extrinsic value.
Resource Adequacy Capacity Benefits – Resource Adequacy ("RA") capacity benefits for an Offer are calculated by multiplying SCE's view of future RA prices by the Offer's a RA quantity. The RA quantity for an offer is determined by evaluating the resource's contribution to SCE's 24-hour RA requirement under the Slide of Day (SOD) rules.
Financial Energy Settlement Benefits – A Resource Adequacy with Financial Settlement contract provides SCE with an energy settlement payment that approximates energy arbitrage revenue accounting for the project's round trip efficiency factor and variable O&M cost ("VOM").
CONTRACT COSTS
Contract Payments – Contract payments represent the total fixed contract payments SCE is expected to make under the contract for delivery of the energy, capacity and/or any other applicable attributes.
Dispatch & Energy Costs – Dispatch and energy costs are costs that the resource must incur in order to obtain the energy and/or ancillary resource value. (1) For dispatchable resources, dispatch costs may include, but are not limited to, startup costs, variable O&M costs ("VOM"), variable asset replacement costs ("VARC"). These cost components are accounted for in the production cost modeling or SCE's proprietary models and are used to make the economic dispatch decisions.

(2) For must-take and baseload resources, energy costs can include fuel costs (as applicable) and VOM, or simply an all-in energy price in dollars per Megawatt-hour. SCE does not have dispatch rights to these types of resources, typically the bidder provides generation profiles for these resources.

Debt Equivalence – Debt equivalence is the term used by credit rating agencies to describe the fixed financial obligation resulting from long-term power purchase agreements (“PPA”). Pursuant to D.04-12-048, the Commission permitted the utilities to recognize costs associated with the effect debt equivalence has on the utilities’ credit quality and cost of borrowing in their valuation process. D.08-11-008 was issued in November 2008, and authorized the IOUs to continue recognizing the balance sheet impact of debt equivalence when valuing PPAs. Given the confirmation of the use of debt equivalence for valuation purposes, SCE considers debt equivalence in its valuation process.

Transmission Cost – Transmission costs are the estimated expenses for network upgrades required to interconnect a project to the CAISO grid, of which the FERC-jurisdictional Network Upgrades are reimbursable to the generator after commercial operation through CAISO’s cost-recovery process. SCE considers the reimbursable portion of these costs in bid evaluation.

WDAT Demand Service – For Offers that are connecting to the distribution system via a WDAT and where SCE is the scheduling coordinator, SCE will estimate the Offer’s demand service costs based on the Offer’s interconnection voltage and its expected charging energy.

OTHER COMPONENTS

Other Costs and/or Benefits – If SCE can reasonably calculate estimates of other costs and/or benefits that are directly attributable to an Offer, these estimates will be included in the quantitative valuation and ultimately in the Offer’s NPV.

ATTACHMENT D SHORTLIST DELIVERABLES

With respect to the applicable shortlisted Offers, please use the following tables as a guide to understand the information that needs to be emailed by the Shortlist Deliverables Deadline. Please note that SCE may request additional or different information/uploads than what is listed below.

As a condition of shortlisting, SCE requires Offerors to execute a Shortlist Exclusivity Agreement. As of the date of these RFO Instructions, SCE is not requiring a short list deposit, but reserves the right to change this requirement in the future.

Offerors shall also separately submit these shortlist deliverables to the Independent Evaluator via email at: Alan.Taylor@sedwayconsulting.com

A. Required Documents for Shortlisted Offers

- For maps, single line diagrams, and any other drawing, please submit as **PDF**
- For all other information, please submit as **DOCX**

CONTRACT TYPE	SHORTLISTED OFFERORS MUST SUBMIT THE <u>EXACT</u> INFORMATION SPECIFIED IN THE FOLLOWING EXHIBITS TO THE RESPECTIVE CONTRACTS
Renewable Generation – IFOM	• Executed Shortlist Exclusivity Agreement • Project Description (includes Generating Facility Description, Legal Site Description, Site Plan Drawing, Site Map, Electrical Single Line Diagram) • Exhibit D – Project Milestone Schedule • Exhibit E – Notice
Paired Renewable Generation / Energy Storage – IFOM	• Executed Shortlist Exclusivity Agreement • Project Description (includes Description of Storage Unit table and addition description, Legal Site Description, Site Plan Drawing, Site Map, Electrical Single Line Diagram) • Exhibit D - Project Milestone Schedule • Exhibit E - Notice

B. Required Interconnection Documents for Shortlisted Offers

- Please submit all of the following files as **PDFs**

CONTRACT TYPE	DELIVERABLE
IFOM Generation Paired Renewable Generation / Energy Storage	• For all projects, a most recent copy of: ○ Published interconnection study ○ Tendered interconnection agreement (not yet executed) ○ Fully executed interconnection agreement ○ Any submitted requests for Material Modification to the interconnection agreement ○ Any results of requests for Material Modification to the interconnection agreement • A scanned fully executed copy of any additional applicable documents that are available