



SOUTHERN CALIFORNIA
EDISON[®]

An *EDISON INTERNATIONAL*[®] Company

2009
Request for Proposals
from
Eligible Renewable Energy Resource Suppliers
for
Renewable Electric Energy Products

Procurement Protocol

Version 2
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<p><i>SCE Comment:</i> <i>The above appendices can be located and downloaded from:</i> http://www.SCE.com/renewRFP</p>
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ARTICLE ONE. GENERAL INFORMATION.

1.01 Introduction.

In its 2009 Request for Proposals (“RFP”), Southern California Edison Company (“SCE”) is soliciting proposals (“Proposal” or “Proposals”) to supply renewable electric energy Products ([i.e., Standard Products, Very Short-term Products and Moderately Short-term Products](#) as described in Appendix B) from Eligible Renewable Energy Resources (“ERRs”) sufficient to permit SCE to execute one or more purchase and sale agreements (an “Agreement” or “Agreements”), in substantially the form specified for the ~~Product~~Products in Appendix B-1 (~~through B-5~~ (all, the “Pro Forma Agreements” and each, a “Pro Forma Agreement”)). The purpose of this procurement protocol (“Procurement Protocol”) is to:

- (a) Set forth the requirements of each Proposal submitted by bidders, including waivers, representations, warranties and covenants deemed made for all purposes as part of the Proposal submission;
- (b) Describe the methods that SCE uses in order to evaluate each Proposal;
- (c) Document the rights that SCE reserves for itself in regards to this RFP;
- (d) Describe the types of Products SCE is soliciting; and
- (e) Set forth a time frame for the RFP.

This Procurement Protocol and all of its Appendices are available on the SCE internet website at <http://www.SCE.com/renewRFP>.

Capitalized terms used in this Procurement Protocol, but not otherwise defined herein, have the meanings set forth in the Pro Forma ~~Agreement~~Agreements.

1.02 SCE’s Rights.

SCE may, at its sole discretion, enter into ~~Final Agreements~~power purchase and sale agreements with one or more sellers (“Seller” or “Sellers”) proposing to sell Products that will provide the best value to SCE’s customers considering a variety of factors as discussed below.

SCE reserves the right to reject any Proposal at any time on the grounds that it does not conform to the terms and conditions of this Procurement Protocol.

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

- (a) Modify this Procurement Protocol, and any of the Appendices, as necessary in order to implement this RFP and to comply with applicable law; and

- (b) Condition SCE's acceptance of any selected Proposal on a Seller's agreement to modifications thereto that have been recommended by SCE's Procurement Review Group ("PRG") as initially established in Decision ("D.") D.02-08-071 of the California Public Utilities Commission ("Commission" or "CPUC").

1.03 Document Conflicts.

In the event of any conflict between terms contained in this Procurement Protocol or any of the Appendices to this Procurement Protocol, including without limitation the applicable Pro Forma Agreement or the Form of Seller's Proposal, the conflict will be resolved by the following priority of documents:

- (a) The applicable Pro Forma Agreement;
- (b) This Procurement Protocol;
- (c) Any other Appendix or exhibit to this Procurement Protocol; and
- (d) Seller's Form of Proposal.

Any power purchase and sale agreement executed by SCE and a Seller as a result of this RFP is a "Final Agreement." Notwithstanding the foregoing, if a Final Agreement is executed between SCE and Seller, it will have precedence over the RFP materials listed above.

1.04 SCE's Renewable Energy Needs.

SCE has both a near-term and long-term need for the Products.

The evaluation criteria will favor Proposals for renewable energy sales from Generating Facilities with near-term deliveries. The evaluation criteria will also consider the benefit of projects locating near approved transmission infrastructure, such as the Sunrise Powerlink Transmission Project ("Sunrise") and Tehachapi Renewable Transmission Project ("Tehachapi").

*** End of ARTICLE ONE ***

ARTICLE TWO. ELIGIBILITY REQUIREMENTS.

2.01 Energy Resource Type.

SCE will consider all timely Proposals from any Seller that proposes to sell Product to SCE from either a new or existing Generating Facility that is certified by the California Energy Commission (“CEC”) as an ERR or multiple ERRs.

For Generating Facilities not yet on-line, SCE encourages Seller to seek “pre-certification” as an ERR prior to [the](#) Proposal Due Date.

If the Generating Facility is not, or cannot be, fully certified as an ERR, then only the electric energy produced by the renewable fuel will be considered as electric energy produced by an ERR, as determined by the CEC.

2.02 Eligible Renewable Energy Resources Eligibility.

For purposes of this RFP and any Final Agreement executed pursuant thereto, an ERR is a generating facility that meets all the criteria set forth in Public Utilities Code Section 399.12, Public Resources Code Section 25741, [and](#) the CEC’s “Renewables Portfolio Standard (RPS) Eligibility Guidebook” (January 2008, Publication #CEC-300-2007-006-ED3-CMF).¹

As of the date of this RFP, the following generating facility types constitute ERRs:

- (a) Photovoltaic;
- (b) Wind;
- (c) Geothermal;
- (d) Solar thermal;
- (e) Hydroelectric; if:
 - (i) The hydroelectric generating facility has a capacity of 30 megawatts (“MW”) or less; and
 - (ii) A new hydroelectric generating facility will not require a new or increased appropriation or diversion of water under Part 2 (commencing with Section 1200 of Division 2) of the Water Code;
- (f) Thermal electric, so long as the thermal energy input comes from the combustion of biomass fuel, biodiesel (derived from biomass or municipal solid waste (“MSW”) conversion), digester gas, or landfill gas;

¹ The CEC Guidebooks are available at <http://www.energy.ca.gov/renewables/documents/>

- (g) Ocean wave, ocean thermal, or tidal current;
- (h) Fuel cells that use renewable fuels; or
- (i) MSW conversion that is based upon a non-combustion thermal process in accordance with Public Resources Code Section 25741(a)(3).

SCE will consider Proposals with energy storage, if:

- (j)a) The storage technology does NOT result in the delivery of non-ERR electric energy; and
- (k)b) The Proposal contains both an Energy Price including the energy storage component and an Energy Price without the storage component.

See CEC Guidebooks for details on ERR qualifications.

2.03 ~~Product~~ Conveyance of Products.

For each Product specified in Appendix B, Seller shall convey to SCE all electric energy as well as all renewable attributes, including, but not limited to, Green Attributes, Capacity Attributes, and Resource Adequacy Benefits, that are attributable to the Generating Facility or associated with the generation of electricity using an ERR, whether such credits or other attributes exist at the time a Final Agreement is executed or are created later during the Term of the Final Agreement.

2.04 Generating Facility Location.

Seller's Generating Facility Sites can be located either:

- (a) In California; or
- (b) Outside California if Seller complies with all requirements pertaining to "Out-of-State Facilities" as set forth in the CEC ~~Guidebook for~~ RPS Eligibility Guidebook, including, but not limited to, ensuring that:
 - (i) The Generating Facility is located so that its first point of interconnection is, or will be, to the Western Electricity Coordinating Council ("WECC") transmission system;
 - (ii) The Generating Facility does not cause or contribute to any violation of a California environmental quality standard or requirement within California; and
 - (iii) The Generating Facility participates in an RPS tracking and verification system approved by the CEC (including WREGIS and NERC E-Tags).

Although SCE will consider and evaluate Proposals based on out-of-state Generating Facility Sites, SCE prefers Proposals for in-state facilities.

2.05 Existing Generating Facility, Existing Power Purchase Agreement.

SCE will consider Proposals to purchase a Product from an existing Generating Facility so long as that facility meets all eligibility requirements in this Procurement Protocol.

- (a) In addition to meeting all eligibility requirements, an existing Generating Facility with an existing power purchase agreement with SCE or a third party, must submit a Proposal that:
- (i) States the full name of the Generating Facility as well as the contract identification number, qualifying facilities number, or any other information that the Seller deems necessary for SCE to identify the facility;
 - (ii) States the date on which the Seller believes that the existing power purchase agreement will terminate;
 - (iii) Demonstrates to SCE's reasonable satisfaction that Seller's existing power purchase agreement will terminate, by its own terms, without further action of the parties thereto, prior to the date on which deliveries from the existing Generating Facility will commence under Seller's Proposal; or, at Seller's option, if the existing agreement is an agreement with SCE, proposes (as a condition of eligibility to participate in the RFP) either:
 - (1) ~~to~~ To amend the existing power purchase agreement to delineate clearly between electric energy and capacity purchases at historical levels that are to be purchased pursuant to the rate set forth in the existing power purchase agreement and new purchases in excess of historical levels that are to be purchased at the energy rates set forth in Seller's Proposal, if it is accepted, and all other conditions of the effectiveness of the amendment have been satisfied; or
 - (2) ~~to~~ To replace the existing power purchase agreement with an entirely new Agreement.

If Seller proposes to replace the existing power purchase agreement with an entirely new Agreement, the Proposal must also clearly quantify any proposed increase of electrical energy from the existing Generating Facility by hour above those provided for in the applicable existing power purchase agreement.

- (b) If Seller’s Proposal is based upon the early termination of an existing power purchase agreement, Seller must explain in the Transmittal Letter, the contractual basis for the termination and any penalties and capacity repayment that will be the result of such early termination.
- (c) If Seller’s Proposal is based upon the repowering or expansion of an existing Generating Facility during the term of an existing power purchase agreement, the Transmittal Letter must:
 - (i) Quantify any proposed increase of electrical energy output from the existing Generating Facility; and
 - (ii) Describe how Seller proposes to differentiate between electric energy that will be paid according to the payment methodology set forth in:
 - 1) The existing power purchase agreement; and
 - 2) Any new Agreement.

2.06 Term.

- (a) Long-term. Sellers may propose a standard delivery term length of ten (10), fifteen (15) or twenty (20) years, or a non-standard delivery term of at least ten (10) years (“Long-term”).
- (b) Moderately Short-term. Sellers may also propose a delivery term that is shorter than ~~10~~ten (10) years but that is no less than four (4) years in duration (“Moderately Short-term”). As provided in D.09-06-050,² Moderately Short-term Final Agreements that conform to the Pro Forma Agreement set forth in Appendix B-1 and meet the other eligibility criteria set forth in D.09-06-050 may be eligible for fast-track Commission approval. Please refer to “Moderately Short-term Products” in Appendix B to this Procurement Protocol for additional information about this option.
- (c) Very Short-term. Sellers may also propose a delivery term that is shorter than four (4) years but that is no less than one (1) month in duration (“Very Short-term”). As provided in D.09-06-050, Very Short-term Final Agreements that conform to the Pro Forma Agreements set forth in Appendices B-2 through B-5 and meet the other eligibility criteria set forth in D.09-06-050 may be eligible for fast-track Commission approval. Please refer to “Very Short-term Products” in Appendix B to this Procurement Protocol for additional information about this option.

² D.09-06-050 is available at http://docs.cpsc.ca.gov/word_pdf/FINAL_DECISION/102666.doc.

2.07 Quantity.

- (a) Proposals must be based upon Generating Facilities with a Contract Capacity of at least one and one-half (1.5) MW.
- (b) All electric units in SCE's RFP materials assume that Seller will be providing alternating current ("AC"). All quantities provided by Seller in its Proposals, including the completed Revenue Calculators and Seller's Proposal Templates, must be stated in alternating current, not direct current.

2.08 Interconnection.

All Generating Facilities must be interconnected either to the CAISO's Control Area or, if located outside California, directly to the WECC transmission system. SCE prefers Generating Facilities interconnected to the CAISO's Control Area.

2.09 Delivery Points.

- (a) The Delivery Point for Generating Facilities interconnected to the CAISO's Control Area must be:
 - (i) The point where the Generating Facility connects to the CAISO Controlled Grid if SCE is the Scheduling Coordinator; or
 - (ii) At a point to be determined by SCE.
- (b) The Delivery Point for Generating Facilities interconnected outside of the CAISO's Control Area must be:
 - (i) The intertie point where Seller's Transmission Provider ties to the CAISO's Control Area ("CAISO Intertie") and Seller's Scheduling Coordinator schedules energy to SCE, as Scheduling Coordinator within the CAISO Control Area, via an Inter-SC Trade (also known as a Scheduling Coordinator-to-Scheduling Coordinator trade);
 - (ii) A liquid power trading hub or hubs outside of the CAISO's Control Area (e.g., Mid-C);
 - (iii) At the Generating Facility's first point of interconnection with the respective transmission provider's transmission grid, provided, however, that Seller has (or will have) firm transmission rights to a liquid trading hub or CAISO for the duration of the term of the Agreement that is acceptable to SCE; or
 - (iv) At a point to be determined by SCE.

- (c) Any Proposal that is based on a Delivery Point outside of the CAISO's Control Area but within the WECC transmission system must include, Energy Prices that are based on a Delivery Point at:
 - (i) A CAISO Intertie; and
 - (ii) The liquid power trading hub (e.g., Mid-C, PV, etc.) closest to the Generating Facility Site.

Accordingly, Seller must provide two (2) Seller Proposal Templates and two (2) Revenue Calculators—as further described in Appendix C, Form of Seller's Proposal – for a proposed Generating Facility outside of the CAISO's Control Area.

2.10 Energy Price.

The Energy Price submitted by Seller must:

- (a) Conform with the Energy Price requirements in Appendix B for the Product being offered; and
- (b) Assume the Performance Assurance amount that Seller intends to post as specified in the Seller's Proposal Template (attached hereto as Appendix A-1). (The Performance Assurance amount is further described in Section 7.03 of this [Procurement](#) Protocol.)

2.11 Special Purpose Entity ([Standard Products and Moderately Short-term Products only](#)).

~~Seller~~[A Seller submitting Proposals for Standard Products and Moderately Short-term Products](#) understands and agrees that it must be and remain a special purpose entity organized for the sole purpose of owning and operating the Generating Facility for the Term of the Agreement.

2.12 SCE Affiliates.

SCE affiliates are permitted to participate in this RFP.

*** End of ARTICLE TWO ***

ARTICLE THREE. RFP SOLICITATION AND PROPOSAL SUBMITTAL PROCESS

3.01 RFP Schedule.

<i>Approximate Timeline Date</i>	<i>Event</i>
June 29, 2009	SCE releases RFP.
July 9, 2009	SCE hosts a Proposal Conference, including a separate Imperial Valley bidder’s conference on the same date and location.
<u>July 24, 2009</u>	<u>SCE expands RFP to include new Product definitions and Pro Forma Agreements for Very Short-Term Products. All relevant RFP materials are posted to RFP website.</u>
August 14, 2009 1:00 p.m. PPT	Sellers to email their “Proposal Structure Letter” and , fully completed “Seller’s Proposal Template(s)” and “Term Sheets” , <u>and, depending on the Product submitted, either fully completed “Term Sheet(s)” or redlines to the applicable Pro Forma Agreement(s)</u> to SCE and to SCE’s Independent Evaluator (the “Structure Due Date”).
August 21, 2009 1:00 p.m. PPT	SCE must receive hardcopies of Sellers’ Proposals (the “Proposal Due Date”).
September 29, 2009	SCE informs CPUC that bidding is closed.
October 23, 2009	SCE advises all Sellers on the status of their Proposals relative to SCE’s short list.
November 6, 2009	Earliest date on which exclusivity agreements may be required by SCE.
November 23, 2009	SCE submits final short list to CPUC and PRG.
December 4, 2009	SCE submits report on evaluation criteria and selection process to CPUC.
March 31, 2010	SCE and short-listed Sellers complete negotiation of the Final Agreements.
April 30, 2010	SCE submits the Final Agreements with Advice Letters to the CPUC for approval.
6 to 9 months later	The CPUC resolution approving the Final Agreements becomes final and non-appealable.

3.02 Proposal Conference.

SCE will host a Proposal Conference to discuss the overall RFP. Immediately following this Proposal Conference, on the same date and at the same location, SCE will host a Proposal Conference to highlight the unique opportunities created by the Sunrise transmission project to be constructed in the Imperial Valley. Specifically, this Imperial Valley Proposal Conference will cover:

- (a) The key elements of the CPUC's decision approving Sunrise;
- (b) Sunrise's size, route, status and construction schedule; and
- (c) The estimate of 1,900 MW of Imperial Valley renewables expected to be delivered over Sunrise by 2015, with more than half of the development from high capacity geothermal resources.

3.03 Proposal Structure Letter, Seller's Proposal Template and Term Sheet or Mark-up of Pro Forma Agreement.

(a) Proposal Structure Letter.

Each Seller must submit, via email in a Microsoft Word (*.doc) file attachment, one (1) Proposal Structure Letter using the form attached hereto as Appendix A-1, by the date shown in the above RFP Schedule.

(i) Seller must state all mutual exclusivity and capacity limitations, and, if Seller submits more than one (1) Proposal or more than one (1) commercial option (e.g., flat v. escalating pricing for the same project, 15 year v. 20 year term for the same project, etc.) on a given Proposal, any clarification or restrictions regarding the relationships between Proposals or options submitted. Seller must clearly designate the specific Proposals to which those limitations or options apply, ~~and a term sheet listing all material deviations from the Pro Forma Agreement proposed by Seller.~~

(ii) For each Proposal Seller intends to submit, Seller must indicate if the respective Product is either a Very Short-term Product or a Moderately Short-term Product whereby Seller seeks fast-track Commission approval.

(b) Seller's Proposal Template.

Within the same email as the Proposal Structure Letter, Sellers must also submit one (1) Seller's Proposal Template, using the form attached hereto as Appendix A-2, for each individual Proposal or for each commercial option on a given Proposal described in the Proposal Structure Letter. Each Seller's

Proposal Template must be provided to SCE as an electronic Microsoft Excel (*.xls) file. When completing each Seller's Proposal Template, Sellers must adhere to all instructions, including the pop-up comment boxes which appear upon clicking onto particular input cells.

(c) Term Sheet or Mark-up of Pro Forma Agreement.

~~Within~~ (i) For Standard Products or Moderately Short-term Products, within the same email as the Proposal Structure Letter and Seller's Proposal Template, Sellers must also submit one (1) Term Sheet, using the form attached hereto as Appendix A-3, for each individual Agreement that Seller intends to negotiate if short-listed. Each Term Sheet must be provided to SCE as an electronic Microsoft Excel (*.xls) file. The ~~purpose of the~~ Term Sheet ~~is for Seller to~~ should communicate to SCE all of Seller's proposed material modifications to SCE's Pro Forma Agreement set forth in Appendix B-1 that Seller requires in order to complete a potential transaction with SCE. **Only minor modifications to the Pro Forma Agreement may be made if Seller wants to use the fast-track Commission approval process for Moderately Short-term Products.** For clarity, Sellers proposing either a Standard Product or a Moderately Short-term Product are not required to submit redlines to the Pro Forma Agreement set forth in Appendix B-1 upon submission of the respective Proposal(s) on either the Structure Due Date or the Proposal Due Date. (As further described below in Section 4.02, only if Seller is notified that its Proposal has been selected for SCE's short-list, is Seller required to provide a redline(s).)

(ii) For Very Short-term Products, within the same email as the Proposal Structure Letter and Seller's Proposal Template, Sellers must also submit a mark-up of Seller's proposed changes to the applicable Pro Forma Agreement set forth in Appendix B-2, B-3, B-4 or B-5 for each individual Agreement that Seller intends to negotiate if short-listed. Seller should provide the mark-up(s) to SCE in both clean and redline formats as electronic Microsoft Word (*.doc) files. The mark-up should communicate all of Seller's proposed changes to the applicable Pro Forma Agreement set forth in Appendix B-2, B-3, B-4 or B-5 that Seller requires in order to complete a potential transaction with SCE. **Only minor modifications to the Pro Forma Agreements may be made if Seller wants to use the fast-track Commission approval process for Very Short-term Products.** For clarity, Sellers proposing a Very Short-term Product are not required to submit a Term Sheet for the respective Proposal.

3.04 Independent Evaluator.

SCE has engaged an Independent Evaluator to evaluate and report on the solicitation, evaluation, selection, and negotiation process for this RFP.

The Independent Evaluator will review all Proposals and will have the opportunity to be present at meetings and conference calls between SCE and short-listed Sellers.

Seller must include the Independent Evaluator in all communications with SCE. The Independent Evaluator will periodically make presentations to SCE, the CPUC and the PRG in order to ensure that the RFP process remains open, fair and transparent.

3.05 Short-List Deposit.

(a) Deposit Amount.

Within ten (10) Business Days of notification by SCE of the selection of Seller's Proposal for SCE's short list, Seller shall submit a Short-List Deposit to SCE in an amount calculated as follows:

SHORT-LIST DEPOSIT (in dollars) =

The greater of (\$25,000) or A x B

Where:

A = Contract Capacity.

B = Three dollars (\$3) per kW.

(b) Form of Deposit-

The Short-List Deposit may be in the form of either cash or a Letter of Credit.

- (i) “Letter of Credit” means an irrevocable, standby letter of credit and applicable draw certificate substantially in the form of Exhibits E and F of Appendix C (Form of Seller’s Proposal) acceptable to SCE, issued by a major U.S. commercial bank or the U.S. branch office of a foreign bank with, in either case, a Credit Rating of at least:
 - 1) “A-” by S&P, “A3” by Moody’s, and “A-” by Fitch if such entity is rated by both and S&P and Moody’s; or
 - 2) “A-” by S&P, “A3” by Moody’s, or “A-” by Fitch if such entity is rated by either S&P, Moody’s or Fitch but NOT by all three.
- (ii) Cash deposits will earn simple interest, payable when the cash deposit is returned to Seller in accordance with the terms of this RFP, at the Federal Funds Effective Rate.

The Federal Funds Effective Rate used in the simple interest calculation will be the rate for that day opposite the caption “Federal Funds (Effective)” as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

(c) Return of Short-List Deposit.

Once the exclusivity agreement described in Section 4.02(a)(ii) has expired, SCE will return, or authorize the return of, the Short-List Deposit with interest, and Seller’s obligation to post the Short-List Deposit will cease within the time frame and under the circumstances listed below:

- (i) Within seven (7) days after either party has provided Notice to the other party of the first party’s intent to permanently discontinue negotiations;
- (ii) Within seven (7) days after SCE has received Notice from Seller stating that Seller is withdrawing its Proposal from consideration by SCE; or
- (iii) If Seller and SCE execute a Final Agreement, within five (5) days after Seller has posted the first portion of the Development Security in accordance with the time-frames set forth in the Final Agreement.

Seller will forfeit its Short-List Deposit to SCE if Seller and SCE execute a Final Agreement and Seller fails to provide the ~~Development Security required under that~~:

1) Development Security for a Standard Product or Moderately Short-term Product, or

2) Performance Assurance for a Very Short-term Product,

as required under the applicable Final Agreement within the time-frame set forth in ~~the~~that Final Agreement.

(d) Letter of Credit Default.

If a Letter of Credit Default occurs at any time before the earlier of

- full execution of a Final Agreement between Seller and SCE (in which case the Final Agreement will govern Letter of Credit Defaults); or
- return of Seller's Short-Listed Deposit in accordance with (c), above, (if the Short-Listed Deposit was made by Letter of Credit),

SCE will be entitled to draw on the entire amount of the Letter of Credit.

“Letter of Credit Default” means with respect to a Letter of Credit, the occurrence of any of the following events, if not cured within one (1) Business Day for the events listed in (ii) – (iv) below and within five (5) Business Days for the event listed in (i) below:

- (i) The issuer of such Letter of Credit fails to maintain the Credit Rating specified in the definition of Letter of Credit contained in the Pro Forma Agreement;
- (ii) The issuer of the Letter of Credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, the Letter of Credit;
- (iii) The Letter of Credit is not replaced within twenty (20) days prior to its expiration or termination, or the Letter of Credit fails or ceases to be in full force and effect at any time prior to the Effective Date or Confirmation Effective Date, as applicable, of any Final Agreement;
- (iv) The issuer of the Letter of Credit becomes Bankrupt; or
- (v) The issuer of the Letter of Credit fails to comply with or perform its obligations under that Letter of Credit;

A Letter of Credit Default may be cured either by providing a replacement Letter of Credit acceptable to SCE or cash.

If a Letter of Credit Default occurs and SCE is not able to draw on the entire amount of the Letter of Credit, SCE will reject Seller's Proposal from further consideration in this RFP.

3.06 Proposal Submission.

SCE will only consider Proposals that are substantially complete and include all of the applicable information and representations, warranties and covenants as set forth in Appendix C, Form of Seller's Proposal.

In order to maintain the RFP schedule and to expedite the negotiation of any potential Agreement between SCE and any Seller, SCE strongly encourages Sellers to base their Proposals ~~on terms and conditions set forth in the applicable Pro Forma Agreement.~~

- (a) For Standard and Moderately Short-term Products, on terms and conditions set forth in the Pro Forma Agreement set forth in Appendix B-1; provided, however, only minor modifications may be made to the Pro Forma Agreement for Moderately Short-term Products seeking fast-track treatment.
- (b) For Very Short-term Products, on terms and conditions set forth in the Pro Forma Agreement set forth in Appendix B-2, B-3, B-4 or B-5; provided, however, only minor modifications may be made to those Pro Forma Agreements for Very Short-term Products seeking fast-track treatment.

*** End of ARTICLE THREE ***

ARTICLE FOUR. SELLER'S BIDDING REQUIREMENTS.

4.01 Minimum Requirements.

Sellers are required to follow all of the instructions contained in this Procurement Protocol and its Appendices and subsequent amendments in order to be eligible to compete in the solicitation process.

4.02 Upon Notification of Selection for the SCE Short-List.

- (a) If a Seller is notified that its Proposal has been selected for SCE's short-list and Seller would like to continue in the 2009 solicitation process, Seller must, within ten (10) Business Days after such notification:
- (i) For a new Generating Facility (or repowered Generating Facility, to the extent that such repowering requires a new Interconnection Application), file an Interconnection Application with either the CAISO or the applicable Transmission Provider and provide a copy of the filed application to SCE (if not already provided to SCE on the Proposal Due Date);
 - (ii) Grant to SCE, in writing, the exclusive negotiating rights for the Product produced by Seller's Generating Facility; and
 - (iii) Agree in writing to be bound by all terms and conditions set forth in this Procurement Protocol and Seller's Proposal until the earlier of:
 - 1) SCE's rejection of Seller's Proposal; or
 - 2) One hundred eighty (180) days after SCE's notification to Seller of its selection for SCE's short-list (or such other period as may be agreed to in writing by the Parties).
- (b) If Seller has not already done so, Seller shall also submit to SCE a redline to ~~SCE's~~the applicable Pro Forma Agreement as further described in Appendix B of this Procurement Protocol. SCE highly encourages Seller to submit redlines as soon as possible so that the negotiations can promptly begin.
- (c) If Seller's Proposals have been selected for SCE's short list and Seller does not wish to continue in the 2009 solicitation process, Seller must withdraw its Proposals from this RFP in writing within ten (10) Business Days after the short-list notification from SCE.
- (d) If a Seller's Proposals have not been selected for SCE's short-list, SCE will notify Seller (via email correspondence) no later than seven (7) days following the date that all Sellers selected for the short-list are notified of their selection.

*** End of ARTICLE FOUR ***

ARTICLE FIVE. EVALUATION OF PROPOSALS.

5.01 Proposal Evaluation Components.

(a) Overview

Under the direction of the CPUC, SCE conducts annual solicitations for the purpose of procuring Product from eligible renewable energy resources to meet California's RPS. SCE evaluates and ranks proposals based on least-cost/best-fit ("LCBF") principles that comply with criteria set forth by the CPUC in D. 03-06-071 and D.04-07-029 ("LCBF Decisions"). *See also* Pub. Util. Code Section 399.14(a)(2)(B).

The LCBF analysis evaluates both quantitative and qualitative aspects of each Proposal to estimate its value to SCE's customers and its relative value in comparison to other Proposals.

While assumptions and methodologies have evolved slightly over time, the basic components of SCE's evaluation and selection criteria and process RPS contracts were established by the CPUC's LCBF Decisions. Consistent with those decisions, the three main steps undertaken by SCE are: (i) initial data gathering and verification, (ii) a quantitative assessment of Proposals, and (iii) adjustments to selection based on Proposals' qualitative attributes.

Prior to receiving Proposals, SCE finalizes major assumptions and methodologies that drive valuation, including power and gas prices forecasts, existing and forecast resource portfolio, and firm capacity value forecast. Other assumptions, such as the Transmission Ranking Cost Report ("TRCR") are filed with the CPUC for approval prior to the release of solicitation materials.

Once Proposals are received, SCE begins an initial review for completeness and conformity with the solicitation protocol. The review includes a screen for reasonableness of proposal parameters, such as generation profiles and capacity factors. SCE works directly with Sellers to resolve any issues and ensure data is ready for evaluation.

After the initial review, SCE performs a quantitative assessment of each Proposal individually and subsequently ranks them based on the proposal's benefit and cost relationship. Specifically, the total benefits and total costs are used to calculate the net levelized cost or "Renewable Premium" per each complete and conforming proposal. Benefits are comprised of separate capacity and energy components, while costs include the contract payments, integration costs, transmission cost, and debt equivalence. SCE discounts the annual benefit and cost streams to a common base year. The result of the

quantitative analysis is a relative Renewable Premium ranking of Proposals that helps define the preliminary short list.

In parallel with the quantitative analysis, SCE conducts an in-depth assessment of each Proposal's qualitative attributes. This analysis utilizes the Commission's prescribed Project Viability Calculator to assess such factors as the company/development team, technology, and development milestones. Additional attributes such as transmission area/cluster, seller concentration, portfolio fit of commercial on-line date, project size and dispatchability are also considered in the qualitative analysis. These qualitative attributes are then considered to either eliminate non-viable proposals or add projects with high viability to the final short list of Proposals, or to determine tie-breakers, if any. The Project Viability Calculator is discussed more fully in Section 5.02, below.

Following its analysis, SCE consults with its PRG regarding the final short list and specific evaluation criteria. Whether a particular Proposal selected through this process results in a Final Agreement depends on the outcome of negotiations between SCE and the potential Seller who submitted the Proposal. Periodically, SCE updates the PRG regarding the progress of negotiations. SCE and the PRG also review potential Agreements prior to their execution. Subsequently, SCE executes Final Agreements and submits them to the CPUC for approval via advice letter filings.

The entire process as described above is in compliance with all relevant CPUC decisions.

(b) Quantitative Assessment

SCE evaluates the quantifiable attributes of each Proposal individually and subsequently ranks them based on the Proposal's benefit and cost relationship, specifically the net levelized cost of the project or Renewable Premium. SCE maintains the same individual quantitative components it used in 2008 – capacity benefits, energy benefits, contract payments, debt equivalence mitigation costs, integration costs, and transmission costs. In developing its relative ranking of Proposals, SCE's evaluation methodology incorporates information provided by Sellers and assumptions prescribed and set by the CPUC and CEC with its internal methodologies and forecasts of market conditions. The objective of the quantitative assessment and relative Renewable Premium ranking is to develop a preliminary short list that is further refined based on the non-quantifiable attributes discussed below. Each of the elements for the RPS quantitative analysis is described briefly below.

BENEFITS

o Capacity Benefit

Each proposal is assigned capacity benefits based on SCE's forecast of net capacity value and a technology-specific effective load carrying capability ("ELCC"). SCE's gross capacity value forecast consists of a combustion turbine ("CT") proxy. The CT proxy is based on the annual deferral value of a General Electric 7FA simple-cycle combustion turbine. The gross capacity value is then reduced by the expected profits that the assumed proxy plant would make from the energy markets to create the net capacity value.²³

ELCC values will be calculated based on the average summer on-peak capacity factor of the hourly generating profile for bids received in this solicitation and previous solicitations, eliminating outliers and limiting developer concentration. ELCCs will be developed not only by technology, but potentially by the location of the proposed project. Technological differentiation does not refer to the fuel source, but rather the method of converting other energy sources into electricity (e.g., solar trough, photovoltaic). For proposals with dispatchable capabilities at SCE's control, the ELCC will be based on the availability of the proposed project.

Monthly capacity benefits are the product of SCE's net capacity value forecast, the total monthly proposed alternating current nameplate capacity of the project, SCE's relative loss-of-load probability factors and the ELCC. The monthly capacity benefits are aggregated to annual capacity benefits.

o Energy Benefit

SCE measures the energy benefits of a proposal by evaluating its effect on the total production cost of SCE's forecasted resource portfolio to serve its bundled customer load. The evaluation of energy benefits is performed with a base portfolio and system that is consistent with SCE's most recent Long-Term Procurement Plan ("LTTP"), with some updates to account for the latest gas price and load forecasts and the results of recent procurement activities.

For a Proposal with must-take energy, SCE calculates the Proposal's energy benefits based on the impacts of additional blocks of no-cost must-take flat-profile energy on the hourly production cost as compared to the hourly production cost of SCE's base resource portfolio. The impacts are assessed through the use of Ventyx's ProSym model. A series of ProSym runs are performed with varying size blocks with the base portfolio, described above,

²³ Energy profits are the difference between market revenues and variable cost of generation, as determined by performing a least-cost dispatch of the proxy station against SCE's power price forecast.

as the reference case. The ProSym runs consist of an hourly, least-cost dispatch of the base portfolio plus the generic energy block against SCE's current demand and price forecasts. The hourly production cost for each Proposal is then calculated by taking the Seller-provided generation for the hour and interpolating the hourly production cost based on the results of the generic energy block runs. The difference between the interpolated hourly production cost and the reference case hourly production cost is the hourly energy benefit for the Proposal.

For Proposals with dispatchable capabilities at SCE's control, SCE calculates the net energy benefits based on the impacts of the proposed additional resource on the hourly production cost as compared to the hourly production cost of SCE's base portfolio. ProSym is run with the base portfolio and the proposed resource to determine the annual production cost. The net energy benefits for the unit are calculated as the difference in annual production costs between the reference case and the proposed case.

SCE's resource portfolio is dispatched against an SCE area power price forecast. For out-of-area resource proposals, congestion charges may be applied to calculate the net energy benefits based on SCE's internal congestion pricing forecasts. SCE's power and gas price forecasts are both based on a near-term market view and a longer-term fundamental view of prices.

The simulation model, and hence the energy benefit calculation, captures additional quantitative effects that SCE has been asked to consider by the CPUC, including dispatchability and curtailability. The benefits of these characteristics are implied in the energy benefit and are not addressed separately.

SCE's LCBF quantitative evaluation process inherently captures the impact of portfolio fit. For example, as different proposals are added to the overall portfolio, the resultant residual net short or net long position is impacted. Projects that more often increase SCE's net long positions are assigned less energy benefits than those projects that are more often filling net short positions. As such, a project that provides more energy when it is most needed and less energy in periods of low need will receive the greatest energy benefit.

COSTS

- Contract Payments

The primary costs associated with each Proposal are the payments that SCE makes to Sellers for the expected Product deliveries under the terms of the potential Agreement with SCE.

Proposals typically include an all-in price for delivered renewable energy which is adjusted in each time-of-delivery period by energy payment allocation factors (“TOD factors”). SCE develops and submits its TOD factors for each solicitation to the Commission for approval prior to the issuance of the RFP. The total payments are then determined using the TOD adjusted generation, based on the generation profile provided in the Proposal, and the contract price.

- Integration Costs

Integration costs are the additional system costs required to provide load following and regulation as a result of integrating various resources.

Pursuant to D.04-07-029, as clarified by D.07-02-011, the integration cost adder for all Proposals is zero.

- Transmission Cost

System transmission upgrade costs are estimated utilizing the TRCR corresponding to the service territory location for resources that do not have an existing interconnection to the electric system or a completed facilities study. TRCRs are published prior to the release of the solicitation and are based on responses to a request for prospective/potential proposals and include active generator interconnection requests. Transmission cost adders for new generation are assigned by cluster, or regions, and are based on standard off-the-shelf unit cost guides. Proposals received in the actual solicitation that do not fit into the clusters defined by the TRCR will have adders developed using the same methodology as was used in the original TRCR.

- Debt Equivalence

“Debt equivalence” is the term used by credit rating agencies to describe the fixed financial obligation resulting from long-term purchased power contracts. Pursuant to D.04-12-048, the [Commission CPUC](#) permitted the utilities to recognize costs associated with the effect debt equivalence has on the utilities’ credit quality and cost of borrowing in their evaluation process. In D.07-12-052, the [Commission CPUC](#) reversed this position. However, SCE filed a petition for modification of D.07-12-052. In November 2008, the [Commission CPUC](#) issued D.08-11-008, which authorized the investor-owned utilities (“IOUs”) to recognize the effects of debt equivalence when comparing power purchase agreements in their bid evaluations, but not when a utility-owned generation project is being considered. Given the new decision, SCE will consider debt equivalence in the evaluation process.

5.02 Qualitative Assessment.

In addition to the benefits and costs quantified during the evaluation, SCE assesses non-quantifiable characteristics of each Proposal by conducting a comprehensive analysis of each project's qualitative attributes.

These qualitative attributes are used to consider inclusion of additional Sellers on the short-list due to the strength of particular Seller's Proposal Pursuant to D.04-07-029, the presence of demonstrated qualitative attributes may justify moving a proposal onto the short list of proposals if (a) the initial proposal rank is within reasonable valuation proximity to those selected for the short list and (b) SCE receives support from its PRG to elevate the proposal based on qualitative factors.

This assessment may also result in the exclusion of proposals from the short list due to the relative weakness of highly-ranked proposals.

The attributes that SCE considers include, but are not limited to:

(a) Extent of Seller's contractual concerns relating to the [applicable Pro Forma Agreement](#) as set forth in the Term Sheet [or mark-up of the Pro Forma Agreement](#) included as part of Seller's Proposal, or other Product-specific potential contracting structure;

(b) Project viability

To assess project viability, SCE will use a project viability calculator ("PVC") developed by the CPUC. The PVC contains three separate, major categories: developer experience, technical viability and development milestones. Within each category, the project viability calculator contains criteria used to measure and evaluate each respective category.

The PVC is provided in Appendix G to this Procurement Protocol. Seller is to download, completely fill out, and submit the PVC as part of its complete Proposal package. SCE will (i) independently fill out a PVC for each complete and conforming Proposal submitted by Seller, and (ii) use this PVC as part of its qualitative assessment.

(c) Status of project development efforts;

(d) For new generation facilities, timing and progress towards gaining access to transmission;

(e) SCE portfolio concentration risk;

(f) Technology and economic viability;

- (g) Seller's capability to perform all of its financial and other obligations under the applicable Pro Forma Agreement;
- (h) Seller's ability to deliver Product in the near-term; and
- (i) Performance Assurance amount that Seller intends to post.

Where there are weaknesses in some of the factors set forth in (a) through (i), (although these weaknesses may not be significant enough to exclude a proposal from the short list), SCE utilizes additional contract requirements to manage these issues during the development of the project.

In addition, SCE assesses additional non-quantifiable characteristics of each Proposal that are used to determine tie-breakers.

Such characteristics that SCE assesses include, but are not limited to:

- (j) If (A) the Generating Facility's first point of interconnection is within the Tehachapi area (namely, in the vicinity of the existing Antelope or Vincent substations; or in the vicinity of the future substations of Highwind, Windhub, Cottonwood, or Whirlwind); or within the Imperial Valley area (in the vicinity of future substations to be constructed near Sunrise); and (B) such Generating Facility is dispatchable during on-peak periods;
- (k) Environmental impacts of Seller's proposed project on California's water quality and use;
- (l) Resource diversity;
- (m) Benefits to minority and low income communities;
- (n) Local reliability; and
- (o) Environmental stewardship.

Pursuant to D.04-07-029, the presence of demonstrated qualitative attributes may justify moving a Proposal onto SCE's short-list if (a) the initial Proposal rank is within reasonable valuation proximity to those selected for the short-list and (b) SCE consults with and receives general support from its PRG prior to elevating a proposal based on qualitative factors.

*** End of ARTICLE FIVE ***

ARTICLE SIX. ELECTRIC SYSTEM INTERCONNECTION FOR REPOWERED OR NEW GENERATION FACILITIES.

6.01 Introduction.

(a) Interconnection Application Information Needed for Preparation of Proposal(s).

All of SCE's electric circuits that are 220 kV or greater are considered to be transmission and any application for interconnection to the SCE electric system at such voltage levels must be directed to the CAISO.

All of SCE's electric circuits that are less than 66 kV are considered distribution and any application for interconnection to the SCE electric system at such voltage levels must be directed to SCE.

SCE has some 115 kV electric circuits (and some 66 kV electric circuits in the Tehachapi area) that are considered to be transmission. Sellers are to contact SCE (pursuant to the contact information in Section 6.03) to determine whether the SCE electric circuit to which Seller intends to interconnect is distribution or transmission.

Seller must contact the applicable Transmission Provider if SCE is not the Transmission Provider.

(b) Responsibility for Interconnection Costs.

(i) Direct Assignment Costs.

"Direct Assignment Costs" are the costs for interconnection and transmission facilities (excluding Network Upgrades) that are necessary to physically and electrically interconnect a Generating Facility to a Transmission Provider's electric power grid at the point of interconnection.

Sellers are responsible for all Direct Assignment Costs for interconnecting to the Transmission Provider. Seller's Energy Price should be based upon the assumption that Seller will bear the Direct Assignment Costs because there is no reimbursement of these costs to Seller.

(ii) Network Upgrade Costs.

"Network Upgrades" include the additions, modifications, and upgrades to a particular Transmission Provider's transmission system required at or beyond the Generating Facility's point of

interconnection to accommodate the interconnection of the Generating Facility to the Transmission Provider's system.

Pertaining to the CAISO Grid, Seller is responsible for initially paying for Network Upgrades, unless a Transmission Provider under the jurisdiction of the CAISO elects to pre-fund the Network Upgrades and the pre-funding is approved by the CPUC. If not pre-funded, these costs are later reimbursed to the Seller pursuant to the CAISO Tariff. Therefore, Network Upgrade costs associated with Seller's Generation Facility will be an integral component in SCE's evaluation of Proposals.

Seller must provide to SCE Seller's estimate of Network Upgrade costs that any such Transmission Provider will be required to reimburse (or pre-fund, if approved by the CPUC) pursuant to the Large Generator Interconnection Procedures or Small Generator Interconnection Procedures.

(c) Applicable Tariffs.

Seller should review the CAISO Tariff for requirements to interconnect to the CAISO Controlled Grid.

Seller should review SCE's Wholesale Distribution Access Tariff ("WDAT") for requirements to interconnect to SCE's distribution system.

If Seller's proposed Generating Facility is located outside of the CAISO's Control Area, Seller should contact its Transmission Provider to review any other interconnection requirements.

(d) Interconnection Application and Process.

(i) Seller must provide to SCE:

- 1) A copy of any correspondence from the CAISO or applicable Transmission Provider which deems Seller's interconnection application complete; and
- 2) Any agreement, study or analysis prepared by the CAISO or applicable Transmission Provider, no later than three (3) Business Days after Seller's receipt thereof.

(ii) Seller's Interconnection Application shall contain a request for interconnection of the entire Contract Capacity that Seller proposes to sell to SCE.

To the extent Seller contemplates a Contract Capacity expansion option under its proposed Agreement, Seller's Interconnection Application should contain a request by Seller for the interconnection of both the original Contract Capacity as well as any proposed expansion amount.

(e) Interconnection Procedure.

SCE will have no liability to Seller whatsoever for the time taken by the applicable Transmission Provider to complete interconnection studies or facilities upgrades that are necessary for the Seller's Generating Facility to achieve Initial Operation.

Such timelines are dictated by Federal Energy Regulatory Commission ("FERC") and are included in the Interconnection Study Agreements as part of the Interconnection Process.

SCE makes no representations or warranties as to when any required interconnection studies or facilities upgrades will be completed.

SCE will not be liable to Seller for any reduction in Seller's payments or reduction in the term of the contract in the event the Initial Operation Date is delayed or not achieved as a result of any interconnection activity of the applicable Transmission Provider.

The interconnection process only provides interconnection to the electric system and does not guarantee a Final Agreement with SCE.

The interconnection process will identify congestion concerns on the electric system that may limit the full output of the Generating Facility as well as the facility upgrades required to relieve the congestion.

Sellers are encouraged to review TRCRs prepared by SCE, Pacific Gas & Electric Company and San Diego Gas & Electric Company, as appropriate, in preparing Seller's Proposal.

6.02 CAISO Interconnection.

If the interconnection point is part of the CAISO Controlled Grid, the Interconnection Application should be sent directly to the CAISO.

The CAISO's interconnection procedures and application form can be found in the CAISO Tariff under Section 25 "Interconnection of Generating Units and Generation Facilities to the ISO Controlled Grid" which is available at:
<http://caiso.com/17c1/17c1d0f099d0.html>.

6.03 SCE Interconnection.

Interconnection to SCE's distribution system requires the submission of an interconnection application to SCE under the WDAT.

SCE's WDAT is available at:

<http://www.sce.com/AboutSCE/Regulatory/openaccess/>.

The interconnection procedures are attached to the WDAT.

Attachment F to the WDAT contains the Large Generator Interconnection Procedures ("LGIP") that are applicable to generation projects that are greater than 20 MW.

Attachment G to the WDAT contains the Small Generator Interconnection Procedures ("SGIP") that are applicable to generation projects that are equal to or less than 20 MW.

In addition to applying for interconnection service, a project that connects to SCE's distribution system must also apply to SCE for wholesale distribution service (pursuant to Section 15.2 of the WDAT) to transmit the generator output from the point of interconnection on the distribution system to the CAISO Controlled Grid.

Questions related to the WDAT application, interconnection procedures or wholesale distribution service can be directed to SCE's Grid Interconnection and Contract Development Department at:

Email: InterconnectQA@sce.com

Subject: [Begin Subject field with the word "Question".]

Sellers that have already started the interconnection process are required to provide any study or analysis prepared by the Transmission Provider to SCE no later than three (3) Business Days after the completion of such study or analysis.

6.04 Interconnection to Other Systems.

If the interconnection point is outside of the CAISO Controlled Grid or SCE's distribution system, the interconnection request is typically submitted to the applicable interconnecting utility or Control Area operator.

The application process and forms are provided by the interconnecting utility or Control Area operator.

In order to import electric energy into the CAISO Control Area, Seller must contact the CAISO so that necessary assessments of the CAISO-controlled facilities can be performed for Seller's Generating Facility.

6.05 System Impacts.

The existing capability of the electric system to reliably deliver the full output of the Generating Facility from the interconnection point to load may not be sufficient.

If there is insufficient capacity, electric system network upgrades may be required.

Electric system upgrades may include distribution lines, transmission lines, transformer banks, special protection systems, substation breakers, capacitors and other equipment required to reliably transfer the generation output to SCE's consumers.

As part of the interconnection process, the Transmission Provider typically performs a Feasibility Study and/or a System Impact Study in order to determine if electric system upgrades are required.

If the Feasibility Study or System Impact Study identifies a potential need for electric system upgrades, a rough, order of magnitude estimate of the cost and time to construct the upgrades is provided as part of the study.

The Facilities Study provides more detailed cost and time to construct information associated with the interconnection facilities and electric system upgrades.

Generation projects that are two (2) MW or less may be eligible for expedited treatment pursuant to the "Fact Track Process" under the WDAT SGIP.

6.06 CAISO Interconnection Costs.

Pursuant to FERC Order 2003, as modified by FERC in March 2004 and December 2004, Seller will be required to fund the full cost of all facilities necessary to interconnect to the CAISO Grid, including Network Upgrades and Interconnection Facilities as defined in the FERC Order 2003.

Seller is entitled to a cash equivalent refund of the Network Upgrades it funds with interest paid in accordance with FERC policy and the CAISO Tariff.

Interconnection Facilities costs are associated with facilities required to deliver the Generating Facility's output to the point of interconnection. Interconnection Facilities are funded by Seller and do not qualify for refund.

6.07 SCE Interconnection Costs.

Seller will be required to fund the full cost of all facilities necessary to interconnect to SCE's system, including any upgrades required to SCE's distribution system.

A cash equivalent refund will only apply to those network facilities that are a part of the CAISO Controlled Grid.

6.08 References.

NERC Planning Standards and Operating Policies

<http://www.nerc.com>

Planning Criteria:

<http://www.wecc.biz/documents/library/procedures/CriteriaMaster.pdf>

Operating Criteria:

http://www.wecc.biz/documents/library/procedures/operating/WECC_Reliability_Criteria_MORC.pdf

CAISO New Generator Interconnection

<http://www2.caiso.com/docs/2002/06/11/2002061110300427214.html>

CAISO Generation Requirements

www2.caiso.com/thegrid/generation/index.html

CAISO Grid Planning Standards

<http://www.caiso.com/docs/09003a6080/14/37/09003a608014374a.pdf>

CPUC General Order 167

http://www.cpuc.ca.gov/PUBLISHED/GENERAL_ORDER/56871.htm

SCE Wholesale Generation Interconnection Technical Requirements

http://www.sce.com/NR/rdonlyres/851128D1-6820-43DD-BAD4-B30DE27B0F35/0/InterconnectionHandbookWG_081805.pdf

SCE Wholesale Distribution Access Tariff Generator Interconnections

<http://www.sce.com/AboutSCE/Regulatory/openaccess/>

*** End of ARTICLE SIX ***

ARTICLE SEVEN. FINANCING AND CREDIT.

7.01 Introduction.

SCE is a California load-serving utility with an investment-grade credit rating and substantial tangible net worth.

Unlike most other energy market participants, SCE operates under a state legislative structure designed to minimize the negative impact that energy market uncertainty may have on a utility's creditworthiness.

Because of this, SCE believes that Sellers will have a lower risk to SCE relative to the risk that SCE will have to a Seller.

Therefore, SCE believes that it should not be required to provide collateral under an Agreement entered into under this RFP and encourages potential Sellers to submit Proposals that conform to this strong preference.

Sellers should note that, in SCE's evaluation of Proposals submitted pursuant to this RFP, SCE will:

- (a) Significantly devalue any Proposal that would negatively impact SCE's liquidity; and
- (b) Recognize the relative value of Proposals from Sellers who do NOT require collateral from SCE.

7.02 Credit and Collateral during Development of the Generating Facility ([Standard Products and Moderately Short-term Products only](#)).

[For Standard Products or Moderately Short-term Products](#), Sellers should review in detail the terms that address posting of Development Security during the development of the Generating Facility which are set forth in Section 3.04 of the Pro Forma Agreement; [\(Appendix B-1 to this Procurement Protocol\)](#).

Development Security may be in the form of cash or Letters of Credit.

The Development Security will be held by SCE as security to ensure that Seller installs and demonstrates the Contract Capacity by the Firm Operation Date.

[Development Security is not required for Very Short-term Products.](#)

7.03 Credit and Collateral during Operation of the Generating Facility.

Sellers should review in detail the terms that address the credit and collateral requirements for the Term of the Agreement; which are set forth in ~~Articles Six, Eight and Ten of the~~[all Pro Forma Agreement](#)~~Agreements~~.

The final amount of Performance Assurance which each Seller will be required to post with SCE during the Operation of the Generating Facility will be equal to an amount based on ~~the Energy Price, the maximum Contract Capacity, and the monthly Energy Payments~~ a percentage of the expected payments made by SCE to Seller during the term of the respective Final Agreement.

Seller will be required to post and maintain Performance Assurance to cover a portion of SCE's exposure resulting from monetary obligations owing to SCE because of any termination of a Final Agreement.

In order for SCE to purchase the best overall Performance Assurance package for our customers it is imperative that Sellers base their Proposals on their true cost of providing Performance Assurance.

Accordingly, SCE strongly recommends that Sellers commit to posting SCE's pro forma Performance Assurance amount which is equal to:

- (a) For Standard or Moderately Short-term Products, five percent (5.0%) of the notional value of the total Energy Payments expected to be made during the Term of any Final Agreement for the Product, but not less than \$1,000,000; and
- (b) For Very Short-term Products, twenty five percent (25%) of the notional value of the expected total quantity of energy (in MWh) to be delivered, multiplied by the Above Index Component of the Energy Price (as those terms are defined in the Pro Forma Agreements in Exhibits B-2 to B-5) for all hours in the current and remaining calculation periods in the delivery period.

Seller must:

- (i) Use the Seller's Proposal Template (attached hereto as Appendix A-1) to disclose to SCE that Seller shall post the pro forma Performance Assurance amount or any other Performance Assurance amount that Seller intends to post, and
- (ii) Base its proposed Energy Price(s) on the Performance Assurance amount specified in the Seller's Proposal Template.

Note: By submitting:

- (a) **The Seller's Proposal Template, and**
- (b) **Seller's Acknowledgements to SCE as part of a complete and conforming Proposal package,**

Each Seller represents and warrants that its proposed Energy Price assumes that Seller will post Performance Assurance equal to the

Performance Assurance amount that Seller specifies in such Seller's Proposal Template.

Performance Assurance may be in the form of cash or Letters of Credit and must be posted prior to the commencement of the Term.

The Performance Assurance may be satisfied by a Guaranty Agreement from a Guarantor that is acceptable to SCE.

The collateral requirement described in this Section provides security to SCE for only a portion of its exposure. As such, the Sellers shall agree to additional credit terms and covenants in order to provide security to SCE for additional exposure and preserve the value of the Agreement to SCE.

[For a Standard or Moderately Short-term Products](#), SCE will consent to a collateral assignment of the ~~agreement~~Final Agreement by Seller in favor of a Seller's lenders so long as such consent contains terms and conditions by Seller and Seller's lender which are satisfactory to SCE and are consistent with Section 10.05 of the Pro Forma Agreement [set forth in Appendix B-1. Assignment of a Very Short-term Products is addressed in the EEI Master Agreement or WSPP Agreement, as applicable.](#)

*** End of ARTICLE SEVEN ***

ARTICLE EIGHT. REGULATORY APPROVAL.

8.01 CPUC and FERC Approvals.

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

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

8.02 Awards.

As instructed in the Seller's Proposal Template and in Section 4.12 of Appendix C (Form of Seller's Proposal), Sellers must list all subsidies, awards, grants, supplemental energy payments, special tax treatment or credits or federal, state or local public funding (collectively, "Awards") that are assumed in the Energy Price (as described in Section 2.08 above).

Sellers with existing Generating Facilities that have received any Awards may submit Proposals and still remain eligible to receive their Awards if their Proposal is selected.

8.03 Support for Regulatory Purposes.

Seller may be requested to provide updates of any information requested in this RFP for purposes of filing applications or advice letters with the CPUC for approval of any Final Agreement.

*** *End of ARTICLE EIGHT* ***

ARTICLE NINE. CONFIDENTIALITY AND CONDUCT.

Sellers are required to enter into a non-disclosure agreement with SCE in the form set forth in Exhibit D of Appendix C (Form of Seller's Proposal).

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

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

ARTICLE TEN. WAIVERS AND RESERVATION OF RIGHTS.

10.01 Termination of RFP.

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

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

In the event that this RFP is terminated by SCE, Seller shall be responsible for any expenses incurred by Seller as a result of this RFP.

10.02 Release of SCE for any Delays.

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

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

- (a) Time required to complete any studies, obtain any required permits for Generating Facility operation, or enter into any agreements discussed or contemplated under this RFP (including without limitation interconnection studies, leases, mortgages, financing or permits);
- (b) Time required to perform construction for Network Upgrades necessary to meet any Initial Operation Date;
- (c) Time to construct the Generating Facility;
- (d) Actual cost of any network upgrades to the extent the actual costs differ from the estimates provided in the interconnection studies;
- (e) Time required to acquire any environmental permits to construct or operate, including acquisition of any emission credits required by law or regulation; or
- (f) Failure to reach agreement on, or time to reach agreement regarding, the use of SCE property for the Site.

10.03 Waived Claims.

By submitting a Proposal, Seller knowingly, voluntarily, and completely waives any rights under statute, regulation, state or federal constitution or common law to assert any claim, complaint or other challenge in any regulatory, judicial or other forum, including without limitation, the CPUC (except as expressly provided below), the FERC, the Superior Court of the State of California (“State Court”) or any United States District Court (“Federal Court”) concerning or related in any way to the RFP or this Procurement Protocol, including all exhibits, attachments, and appendices thereto (“Waived Claims”). Seller further expressly acknowledges and consents that if it asserts any Waived Claim at the CPUC, FERC, State Court or Federal Court, or otherwise in any forum, to the extent that Seller’s Proposal has not already been disqualified, SCE is entitled to automatically disqualify this Proposal from further consideration in the RFP or otherwise, and further, SCE may elect to terminate the RFP.

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

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

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

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

*** *End of ARTICLE TEN* ***

ARTICLE ELEVEN. COMMUNICATIONS.

For purposes of this RFP, “Communications” means the exchange of any material information by electronic, written, oral or other means other than as expressly provided for herein.

All Communications concerning this RFP, including Communications concerning the preparation of Proposals or other submissions to SCE related to the RFP, should be submitted to SCE in the form of an email directed to BOTH:

- (a) RenewableProposals@sce.com and
- (b) SCE’s Independent Evaluators at Waynejoliver@aol.com.

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

*** *End of ARTICLE ELEVEN* ***

APPENDIX A

Proposal Structure Letter, Seller's Proposal Template and Term Sheet

APPENDIX A

Proposal Structure Letter, Seller's Proposal Template and Term Sheet

SCE Comment: Appendix A is comprised of 3 separate files that can be located and downloaded from:

<http://www.SCE.com/renewRFP>.

Appendix A-1 is the Proposal Structure Letter. It is an MS Word file. Only 1 Proposal Structure Letter is required from each Seller.

Appendix A-2 is the Seller's Proposal Template. It is an MS Excel file. Seller is required to fill out and submit a separate and unique Seller's Proposal Template (a) for each project, and (b) for each option pertaining to the same project (e.g., flat v. escalating pricing for the same project, 15 year v. 20 year term for the same project, etc.).

Appendix A-3 is the Term Sheet. It is an MS Excel file. For Standard Products and Moderately Short-term Products, Seller is required to fill out and submit a separate and unique Term Sheet for each individual Agreement that Seller intends to negotiate if short-listed.

APPENDIX B

Products and Renewable Power Purchase & Sales Agreements

APPENDIX B

Products and Renewable Power Purchase & Sales Agreements

SCE Comment: Appendix B is comprised of ~~the following~~ ⁵ separate files that can be located and downloaded from:

~~A definition and description of the Product being solicited pursuant to this RFP. This description is provided below.~~
<http://www.SCE.com/renewRFP>.

~~Appendix B-1 is SCE's Pro Forma Renewable Power Purchase & Sale Agreement for the Product. It is a separate file that can be located at:~~
[all Standard Products.](http://www.SCE.com/renewRFP)
<http://www.SCE.com/renewRFP>.

~~Appendix B-2 is SCE's Pro Forma EEI Confirmation for Very Short-term Products consisting of firm deliveries of energy. SCE prefers this Pro Forma EEI Confirmation to the Pro Forma WSPP Confirmation for firm energy.~~

~~Appendix B-3 is SCE's Pro Forma EEI Confirmation for Very Short-term Products consisting of as-available energy. SCE prefers this Pro Forma EEI Confirmation to the Pro Forma WSPP Confirmation for as-available energy.~~

~~Appendix B-4 is SCE's Pro Forma WSPP Confirmation for Very Short-term Products consisting of firm deliveries of energy.~~

~~Appendix B-5 is SCE's Pro Forma WSPP Confirmation for Very Short-term Products consisting of as-available energy.~~

~~Definitions and descriptions of the Products being solicited pursuant to this RFP are provided below.~~

1. Product ~~Definition:~~ ~~All~~ Definitions:

(i) “Product” means all electric energy as well as all attributes, including, but not limited to, Green Attributes, Capacity Attributes, and Resource Adequacy Benefits that are attributable to the Generating Facility or associated with the generation of electricity using an ERR, whether such credits or other attributes exist at the time a Final Agreement is executed or are created later during the Term of the Final Agreement.

(ii) “Very Short-term Product” means a Product offered to SCE:

(a) For a period of at least one (1) month and less than four (4) years in duration; and

(b) Must be based on the terms and conditions provided in the Pro Forma Agreements set forth in Appendices B-2, B-3, B-4 or B-5 to this Procurement Protocol. SCE will, in appropriate cases, determined in its sole discretion, consider modifications to these Pro Forma Agreements in order to effectively address the unique features of Seller’s Proposal(s).

A Final Agreement for Very Short-term Product may be eligible for fast-track CPUC approval where:

- 1) The ERR supplying the product is either in commercial operation or SCE believes, in its sole discretion, that it will commence commercial operation no later than six (6) months from the date the applicable Final Agreement is signed;
- 2) The Final Agreement conforms (other than minor modifications) to the applicable Pro Forma Agreement set forth in Appendices B-2, B-3, B-4 or B-5 to this Procurement Protocol;
- 3) The Final Agreement has a levelized price, including any firming and shaping costs, less than or equal to the price reasonableness benchmark for a contract of such duration signed on such date as determined by the Director of the CPUC’s Energy Division in accordance with D.09-06-050 and of no more than ninety percent (90%) of the value of the market price referent established pursuant to Public Utilities Code § 399.15(c) for contracts ten (10) years in duration calculated for the year in which the contract is signed; and
- 4) The Final Agreement meets the other eligibility criteria for fast-track approval set forth in D.09-06-050.

(iii) “Moderately Short-term Product” means a Product offered to SCE:

- (a) For a period of at least four (4) years and less than ten (10) years in duration; and
- (b) Must be based on the terms and conditions provided in the Pro Forma Agreement set forth in Appendix B-1 to this Procurement Protocol. SCE will, in appropriate cases, determined in its sole discretion, consider modifications to this Pro Forma Agreement in order to effectively address the unique features of Seller’s Proposal(s).

A Final Agreement for Moderately Short-term Product may be eligible for fast-track CPUC approval where:

- 1) The ERR supplying the product is either in commercial operation or SCE believes, in its sole discretion, that it will commence commercial operation no later than six (6) months from the date the applicable Final Agreement is signed;
- 2) The Final Agreement conforms (other than minor modifications) to the Pro Forma Agreement set forth in Appendix B-1 to this Procurement Protocol;
- 3) The Final Agreement has a levelized price, including any firming and shaping costs, less than or equal to the price reasonableness benchmark for a contract of such duration signed on such date as determined by the Director of the CPUC’s Energy Division in accordance with D.09-06-050; and
- 4) The Final Agreement meets the other eligibility criteria for fast-track approval set forth in D.09-06-050.

(iv) “Standard Product” means a Product offered to SCE:

- (a) For a period of at least ten (10) years in duration; and
- (b) That must be based on the terms and conditions provided in the Pro Forma Agreement set forth in Appendix B-1 to this Procurement Protocol. SCE will, in appropriate cases, determined in its sole discretion, consider modifications to this Pro Forma Agreement in order to effectively address the unique features of Seller’s Proposal(s).

2. Energy Price ~~for Product~~:

- (i) For all Products, Seller must submit its Energy Price:(a) —Including including all awards, subsidies, tax credits, etc. (as described in Section 8.02 above) that Seller reasonably expects to apply (including without limitation

PTC and ITC credits within the Energy Price quoted by Seller in its Proposal);

(bii) For Standard Products or Moderately Short-term Products, Seller must submit its Energy Price:

(a) Based on the Performance Assurance amount that Seller specifies in the Seller's Proposal Template, ~~noting~~(please note that SCE strongly recommends that Seller commits to posting SCE's pro forma Performance Assurance amount equal to five percent (5.0%) of the notional value of the total Energy Payments expected to be made during the Term of any Final Agreement entered into as a result of this RFP, but not less than ~~\$1,000,000.~~1,000,000);

~~(e) Assuming the material provisions of the applicable Agreement are not modified; and~~

~~(db)~~ Assuming Seller is required to post Development Security equal to Sixty dollars (\$60.00) per kW of Contract Capacity for a baseload Generating Facility or Thirty dollars (\$30.00) per kW of Contract Capacity for an intermittent Generating Facility; and

~~(ic)~~ ~~The~~Assuming the Energy Price will be adjusted in each time of delivery ("~~TOD~~") by the Energy Payment Allocation Factors set forth in Exhibit K to the Pro Forma Agreement.

~~(iii) — The Market Price Referent will be determined by the CPUC after all IOUs inform the CPUC that their 2009 RPS solicitations have closed.~~

(iii) For Very Short-term Products, Seller must submit its Energy Price:

(a) Based on the Performance Assurance amount that Seller specifies in the Seller's Proposal Template, noting that SCE strongly recommends that Seller commits to posting SCE's pro forma Performance Assurance amount equal to twenty five percent (25%) of the notional value of the total portion of the Energy Payments in excess of the Index Price expected to be made during the current month and all remaining months of the Term of any Final Agreement entered into as a result of this RFP; and

(b) Assuming the material provisions of the applicable Pro Forma Agreement are not modified.

3. Curtailement:

SCE will consider Proposals for Products that are based on the assumption that electric energy deliveries will be curtailed by either the CAISO or the Transmission Provider in order to address reliability issues (such as congestion or over-generation)

on the distribution or transmission networks. Seller must clearly describe its assumptions and provide all relevant information that it may have obtained from either the CAISO or Transmission Provider in its Proposal.

4. Pro Forma Agreement: ~~The Pro Forma Agreement,~~

(i) Appendices B-1 through B-5.

For Standard Products and Moderately Short-term Products, as part of its complete Proposal package, Seller should include a Term Sheet as described in Section 3.03(c) of this Procurement Protocol setting forth all of Seller's proposed deviations from the Pro Forma Agreement set forth in Appendix B-1, ~~contains the terms and conditions of a potential Agreement of at least ten (10) years' duration between SCE and Seller with respect to the Product procured in this RFP.~~

~~The Pro Forma Agreement is structured under the assumption that Seller's Proposal is based upon the green field development of a new Generating Facility. The Pro Forma Agreement is also structured under the assumption that:~~

~~(1) The Generating Facility's first point of interconnection will be to the CAISO's Control Area, and~~

~~(2) SCE will be the Scheduling Coordinator.~~

~~SCE will, in appropriate cases, determined in its sole discretion, consider modifications to the Pro Forma Agreement in order to effectively address the unique features of Seller's Proposal(s).~~ 1 to this Procurement Protocol. If Seller is short-listed, then soon after it receives such notice from SCE it must submit a mark-up of the Pro Forma Agreement to SCE via email, in both a clean and redline format. Seller's revisions should include all modifications Seller requires to complete a potential transaction with SCE. ~~In addition~~

For Very Short-term Products, as part of its complete Proposal package, Seller should include a ~~Term Sheet~~redline mark-up as described in Section 3.03(c) of this Procurement Protocol setting forth all of Seller's proposed deviations from the applicable Pro Forma Agreement. ~~set forth in Appendix B-2, B-3, B-4 or B-5 to this Procurement Protocol.~~

Seller may make only minor modifications to the applicable Pro Forma Agreement for a Product where fast-track CPUC approval will be sought.

SCE reserves the right to reject any and all such proposed redlines or modifications.

The matters set forth in the redlines to the Pro Forma Agreement are not intended to and do not constitute a binding agreement between, or establish any obligation of, SCE or Seller.

Any binding agreement will arise only upon the execution of a Final Agreement by authorized representatives of SCE and Seller and the satisfaction of any conditions set forth therein.

(ii) Appendix B-1.

The Pro Forma Agreement set forth in Appendix B-1 contains the terms and conditions of a potential Agreement for a Standard Product or a Moderately Short-term Product.

This Pro Forma Agreement is structured under the assumption that:

- (a) Seller's Proposal is based upon the green field development of a new Generating Facility,
- (b) The Generating Facility's first point of interconnection will be to the CAISO's Control Area, and
- (c) SCE will be the Scheduling Coordinator.

(iii) Appendices B-2 through B-5.

The Pro Forma Agreements set forth in Appendices B-2, B -3, B-4 and B-5 contain the terms and conditions of a potential Agreement for a Very Short-term Product.

These Pro Forma Agreements are structured under the assumption that Seller, not SCE, will be the Scheduling Coordinator.

SCE prefers entering into the EEI Pro Forma Agreement set forth in Appendices B-2 or B-3, as applicable, but will also accept the WSPP Pro Forma Agreement set forth in Appendices B-4 or B-5, as applicable.

5. Election of Scheduling Coordinator.

SCE can serve as Scheduling Coordinator for any existing or proposed Generating Facility that is eligible to participate in this RFP. Seller must indicate in its Proposal whether or not it wants SCE to serve as the Scheduling Coordinator.

If Seller chooses to have another entity serve as its Scheduling Coordinator, the Pro Forma Agreement will need to be modified with respect to certain operational provisions related to forecasting, scheduling, and Scheduling Coordinator designation.

APPENDIX C
Form of Seller's Proposal

APPENDIX C
Form of Seller's Proposal

SCE Comment: *Form of Seller's Proposal can be located at*
<http://www.SCE.com/renewRFP>.

APPENDIX D

SCE's Transmission Ranking Cost Report

APPENDIX D

SCE's Transmission Cost Ranking Report

SCE Comment: *SCE's Transmission Cost Ranking Report can be located at*
<http://www.SCE.com/renewRFP>.

APPENDIX E

Revenue Calculator

APPENDIX E
Revenue Calculator

SCE Comment: *The Revenue Calculator is a separate Microsoft Excel file.
It is posted on the SCE website at
<http://www.SCE.com/renewRFP>.*

APPENDIX F

*Alternate Wind Performance Standard
(Wind Power Generating Facilities Only)*

APPENDIX F

Alternate Wind Performance Standard (Wind Power Generating Facilities Only)

SCE Comment: Sellers may elect to base their Proposals on either:

Option 1: Both the Seller's Energy Delivery Performance Obligation set forth in Section 3.05 of the Pro Forma Agreement and the Availability Guarantee set forth in Section 3.17 of the Pro Forma Agreement; or

Option 2: Only the Alternate Wind Performance Standard set forth in Appendix F of this Procurement Protocol.

Seller's Proposal must clearly identify Seller's election.

*SCE Comment: Alternate Wind Performance Standard can be located at
<http://www.SCE.com/renewRFP>.*

APPENDIX G
Project Viability Calculator

APPENDIX G

Project Viability Calculator

*SCE Comment: The Project Viability Calculator is a separate Microsoft Excel file.
It is posted on the SCE website at
<http://www.SCE.com/renewRFP>.*

Document comparison done by DeltaView on Friday, July 24, 2009 3:21:04 PM

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Document 1	file:///J:/RAP Contract Origination/2009 RPS/RFP Website/Go-Live Website/Posted on 2009-06-29_Initial RFP Launch/Base Files/2009_RFP_Procurement_Protocol_v1 (Go Live on June 29th).doc
Document 2	file:///J:/RAP Contract Origination/2009 RPS/RFP Website/Go-Live Website/Posted on 2009-07-24_Posting of Very Short Term Product Docs/2009_RFP_Procurement_Protocol_v2.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Moved to	11
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