

**Proxy Demand Response (PDR)**

1. Is there any information available regarding PDR registration and testing for awarded participants beyond the 2/8/2016 "Energy Division gives notice of other actions" listed on the DRAM website? Primarily in regard to any applicable deadlines leading up to the first Delivery month.
  - a. Offeror's should work with their Scheduling Coordinator and team to meet all requirements of the CAISO, CPUC, and individual utility for items not listed in the RFO documents. The DRAM Contract requires Seller's to provide a Supply Plan 10 business days prior to the IOU Showing Month deadline (45 calendar days prior to the Showing Month). The Supply Plan requires registered PDR(s).
  
2. Are there any special considerations that should be taken into account for demand response offerings grounded in a behavioral program (much like SCE's Save Power Day Program)?  
The IOUs encourage different technologies and approaches in the RFO as long as they meet the contract requirements in providing the contracted capacity.

**Request for Offer (RFO)**

1. The SCE RFO states that "costs include offered capacity price per kW, SC fees and debt equivalence." Can you expand on what debt equivalence refers to?
  - a. Debt equivalence is the cost, if any, that SCE incurs due to the accounting (debt rating) impacts of its contractual obligations.
  
2. The PG&E RFO states that "a maximum of 20 variations will be accepted per offer." Does this apply to SCE as well? How do the IOUs envision this working? Will the lowest price offer for exclusive resources always be chosen? IOUS TO PROVIDE RESPONSES.
  - a. Yes, the 20 variation maximum applies to all three IOUs. Each of the 20 Offers from an Offeror will be ranked according to each IOUs methodology. Please see the respective IOU RFO documents for more information.
  - b. [PG&E, SDG&E] will evaluate each offer variation independently of the others submitted from the same Bidder, and may shortlist multiple offer variations. If a Bidder submits 20 offer variations, PG&E could shortlist up to 20 of these offer variations. Note that if multiple offers are shortlisted from one Bidder, then multiple unique customer sets will be required for bid fulfillment. If necessary, further clarification around the exclusivity of certain Offers may be requested during the cure period.
  
3. The PG&E RFO on page 9 has a paragraph relating to confidentiality - while SCE provides an NDA for participants. Would PG&E consider doing so? Can the CPUC, PRG, CEC provide assurances that offers will remain confidential?

- b. SDGE will also not entertain additional confidentiality language in addition to what is already in the RFO documents.
  - a. As noted, there is confidentiality language on p. 9 of PG&E's DRAM RFO Protocol. PG&E believes that this language, in addition to the fact that the Purchase Agreements are non-negotiable, deem Confidentiality Agreements unwarranted for this RFO.
  - b. For information on the CPUC's confidentiality provisions please see Public Utilities Code § 454.5(g), Public Utilities Code § 583, General Order 66-C, Public Records Act, Govt. Code § 6254(k), Evidence code § 1060, Civil Code § 3426.1, CPUC D.06-06-066, CPUC D.07-05-032, and CPUC D.08-04-023.
- 4. The PG&E RFO provides a table of RA weights used to evaluate the bids, while the SCE RFO only refers to using "relative value weights for each month." Can we assume the weights are the same or, if not, can SCE provide their relative value weights by month?
  - a. As stated in the RFO description documents, SCE/SDG&E are using proprietary weights that will not be made public at this time.
- 5. Is an S&P, Moody's and Fitch rating mandatory for the application? If a bidder does not have these ratings can they submit a DUNS or alternative credit rating in lieu of the three designated ratings?
  - a. Ratings are not mandatory to submit a bid. We take parties with no credit rating, however, if you are selected, it will affect your ability to put up a bond. See section 5 of the DRAM Purchase Agreement.
    - i. SDG&E, PG&E – We only accept Moody's and S&P in lieu of the deposit.
    - ii. SCE (I assume same as SDG&E – but we should check with Risk) ???

#### **CISR-DRP**

1. Just to clarify - PG&E, SDG&E say they will not have a digital CISR form option for this DRAM. Is this a final decision? Will the delivery assume that mass market customers (likely >5k customers) will print a form, sign it and send it back to the DRP/Aggregator?
  - a. Yes, it is final for this RFO.
  - b. Please see the respective IOU websites for more information on the CISR process:
    - i. SDG&E – A link to the CISR form and email address for CISR submissions is on the RFO website.
    - ii. SCE - An electronic CISR-DRP form will be launched in early 2016. Instructions on how to submit an electronic CISR-DRP will be posted to the DRAM RFO website once available.
    - iii. PG&E – While we do not have an electronic version of the CISR-DRP form at this time, we are exploring alternatives for future RFOs. PG&E expects that

a “docu-sign” signature process will be available in early 2016 to help facilitate the CISR-DRP process.

### **Scheduling Coordinators/CAISO**

1. All agreements indemnify the buyer from any costs, penalties or fines assessed against the buyer by the CPUC or CAISO, resulting from a failure to deliver. What are these potential fees? Where are they defined?
  - a. The CAISO fees and penalties are defined in the CAISO Tariff. The CPUC potential penalties for the Buyers have been waived per the DRAM Resolution.
2. How often can bidders expect to be dispatched on the CAISO market? If this information is not available, where can bidders find historic dispatch information? Is there a minimum number of times we need to dispatch the capacity? Where can we find historic data on typical rate of super-peak capacity?
  - a. The CAISO dispatches will depend on CAISO market conditions and the Sellers bidding strategy (e.g. price). The CAISO website provides information on their historical system conditions and performance. The CAISO Tariff and BPMs specify the Must Offer Obligation and participation requirements.
3. Can bidders with low overhead price capacity cost at \$0 and cover expenses through dispatch returns?
  - a. The capacity payment from the IOUs is strictly for the RA. Offerors must bid directly into the CAISO day-ahead energy market and any resulting revenues or liabilities shall be allocated solely to the Offeror. The Offeror must make their own determination of economics and all Offer pricing is final.
4. In PG&E’s DRAM RFO Protocol Appendix A: Offer Sheet, “DRAM RFO Offer Form” tab, column L, should we provide the total or monthly Scheduling Coordinator costs?
  - a. Participants in PG&E’s RFO should provide the *total* Scheduling Coordinator costs in column L, not the monthly costs. Note that this is different from what SCE and SDG&E are asking for in their DRAM offer forms.

### **Capacity Demonstrations**

1. The SCE RFO says that “each PDR specified by an Offeror must have a corresponding monthly NQC value assigned to it by the CAISO for the RA compliance period.” However, we were under the impression that the NQC would be equal to the contract amount since there is no historical data for these resources and that demonstrated capacity (p4) would then determine capabilities in delivering on commitments. Can you please clarify?
  - a. Per CPUC Decision 15-06-063, the Net Qualifying Capacity (NQC) will be considered equal to the lesser of the Contract Capacity or the Demonstrated Capacity, however the Seller must meet additional requirements (e.g. registration) to have eligible

NQC, per CAISO Tariff and BPMs. For DR, QC and NQC are equivalent.

2. Can we provide additional analysis to support the capacity offers shown in the submitted offer form?
  - a. Yes
  
3. Clarification of Set #1, question #3, “Bids in the CAISO market can exceed the contract capacity, but the RA payment is based on the lesser of (a) the Demonstrated Capacity for the applicable Showing Month, and (b) The Monthly Quantity for the applicable Showing Month as set forth in the table in Section 1.5 of the Purchase Agreement.”