

**Questions Received and Responses for:  
RPS PCC1 and PCC3 2019 Solicitation  
Zero- or Low-Carbon 2019 Solicitation**

**Question 1:** The draft contract documents provide that “Seller shall not deliver more than forty percent (40%) of the Contract Quantity in any calendar quarter, or more than twenty-five percent (25%) in any calendar month.” Would SJCE accept offers with more flexible delivery provided that the payment obligation is consistent with the limit of “no more than forty percent (40%) of the Contract Quantity in any calendar quarter, or more than twenty-five percent (25%) in any calendar month”?

**Answer 1:** Yes. SJCE can accept delivery flexibility provided that the payment obligation is limited to “no more than forty percent (40%) of the Contract Quantity in any calendar quarter, or more than twenty-five percent (25%) in any calendar month.”

**Question 2:** Is San José Clean Energy willing to provide any form of collateral or prepayment?

**Answer 2:** SJCE would strongly prefer not to post collateral or pre-pay. However, depending on the strength and volume of the bid, SJCE is willing discuss a reasonable form and amount of collateral. Please identify any collateral requirements in your bid.

**Question 3:** Will SJCE be releasing a solicitation for long-term renewable procurement?

**Answer 3:** Yes. SJCE plans to release this solicitation in the first quarter of 2019. It will be posted on our website ([www.sanjosecleanenergy.org/energy-procurement](http://www.sanjosecleanenergy.org/energy-procurement)) and you can sign up to receive our solicitations via email at the same web address.

**Question 4:** Who will sign the contract?

**Answer 4:** The City of San José will be the signatory. SJCE is part of the Department of Community Energy, an enterprise department of the City of San José with a separate dedicated fund. As stated in the RFP, the contract will include language regarding SJCE’s dedicated fund.

**Question 5:** If an offer has the energy component price indexed, and the attribute price fixed, should this be bid as a fixed price product or an indexed price product? In this case, the CAISO would pay the provider for the energy component such that, with respect to SJCE, the energy component payment nets out and SJCE pays only for the attribute.

**Answer 5:** This should be submitted as an indexed price product.

**Question 6:** For the fixed price product, does SJCE want parties to schedule ISTs to match the 25 MW per hour of specified product imported or delivered into the CAISO?

**Answer 6:** Yes.

**Question 7:** Please provide a proposed confirmation template for Specified Source purchases delivered to the California border by the Seller, and imported into California by the Buyer. Indicate the penalties for a failure to deliver from the Specified Source.

**Answer 7:** Please see the confirmation template for specified source deliveries to the California border.

**Question 8:** With respect to the confirmation template for specified source deliveries to the California Border, should not the Product definition be WSPP Schedule B if the sale is unit contingent, specified source?

**Answer 8:** No.

**Question 9:** Will SJCE accept Contract Pricing of Mid-C day-ahead index plus an adder?

**Answer 9:** SJCE is willing to consider this but will consider the associated risks as part of the bid review, and may determine that it cannot accept the risk irrespective of the bid price.

**Question 10:** Will SJCE accept pre-pay provisions as collateral requirements?

**Answer 10:** SJCE would strongly prefer not to pre-pay. SJCE will consider collateral/prepay requirements in its analysis of bids. Any such requirements should be set forth with the bid.

**Question 11:** Will SJCE consider waiving the "Change-in-law" provisions for a Zero/Low carbon transaction April through June?

**Answer 11:** SJCE does not favor waiving the change-in-law provision but will consider it.