Request for Offers
To Purchase Power from the
Bonneville Power Administration

July 28, 2026

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1. Background

The Bonneville Power Administration (BPA) is projecting it will have surplus power during May 2027 – June 2027 and May 2028 – June 2028 (fiscal years 2027 and 2028), and it is issuing this Request for Offers (RFO) in order to sell a portion of that surplus.

2. RFO Timing

Event	Estimated Timeline
Release Request For Offers	July 28, 2026
Request For Offers Close, Bids Due	August 25, 2026, 9:00 a.m. (PPT)
Selected Bidder(s) Awarded (subject to Preference)	August 26, 2026, 3:00 p.m. (PPT)
Preference Offer Released (if needed)	August 26, 2026, 5:00 p.m. (PPT)
Preference Offer Closes	September 1, 2026, noon (PPT)
Preference Offer Award(s) (if applicable)	September 2, 2026, noon (PPT)
Confirmation Agreement(s) Executed	Targeting September 11, 2026

3. Product Type(s)

BPA will be offering two product types:

- Western Systems Power Pool (WSPP) Schedule C Energy with Asset Controlling Supplier (ACS)
- California Resource Adequacy (CA RA) Compliant Energy

These Products are described in more detail in the attached Term Sheets and example Confirmation Agreements.

4. Pricing

a) BPA will only accept fixed price bids to purchase energy and CA RA energy, expressed in $/MWh. These prices must be held until September 2, 2026.

b) Respondent's bids will be final, unless BPA determines post-offer negotiations are necessary.

5. Term

Month	Year	Quantity HLH (25MW Blocks)	Quantity LLH (25MW Blocks)
May	2027	Up to 300 MW	Up to 300 MW
June	2027	Up to 300 MW	Up to 300 MW
May	2028	Up to 300 MW	Up to 300 MW
June	2028	Up to 300 MW	Up to 300 MW

6. Delivery Period Shape

BPA will only consider the following shapes:

- HLH, 6 x 16, monthly products
- LLH, 6 x 8 plus 1 x 24 monthly products

7. Point of Delivery

7.1 BPA will only consider bids that specify one of the following trading hubs as the Point of Delivery (POD):

- BPA System Busbar
- California Oregon Border (COB)
- Mid-C
- Nevada Oregon Border (NOB)

7.2 If transmission is needed from the Point of Delivery to the Load, Bidder will be responsible for acquiring such transmission.

7.3 BPA Power Services (BPAP) Transfer Customers

a) If the Bidder is a BPA Power Services (BPAP) Transfer Customer, such customer must indicate in its bid whether it intends to request BPAP to pay for transfer service from the POD to the Transfer Customer's Load pursuant to the Regional Dialogue Agreement. If no such request is made in the Transfer Customer's bid, then the provisions relating to a delivery at the Busbar, sections 7.1 and 7.2, shall be in effect.

b) If a Transfer Customer requests BPAP to pay for transfer service for such sale as specified in section 7.3(a) then BPA will only accept the bid if BPAP is able to acquire firm transmission from the POD to the Transfer Customer's Load pursuant to the following terms:

i) Firm transmission must be available from each transmission provider that intervenes between the POD and the Transfer Customer's Load;

ii) Such firm transmission must be posted and available on the transmission provider(s) OASIS for the entire amount of the sale and for all days and hours of the sale;

iii) Such firm transmission must be acquirable by BPA from the transmission provider(s) within the timeline specified in section 2.

c) If BPAP is unable to acquire firm transmission from the POD to the Transfer Customer's Load as provided in section 7.3(b) no offer will be made to such customer unless the Transfer Customer agrees to proceed to take delivery as provided for under sections 7.1 and 7.2.

8. Enabling Agreement Requirement

BPA sells energy under one of two enabling agreements. 1) BPA's "Agreement to Enable Future Purchases Sales and Exchanges of Power and Other Services," or 2) the WSPP agreement. Resulting transactions from this RFO shall be executed as Confirmation Agreements associated with one of those two enabling agreements.

Be advised that certain types of counterparties may only transact with Bonneville under its Agreement to Enable Future Purchases Sales and Exchanges of Power and Other Services. To discuss enabling agreement requirements, please contact:

Annamarie Weekley, Account Executive
Bulk Marketing
aegoode@bpa.gov
(503) 230-3304

9. First Jurisdictional Deliverer

If the energy sold by BPA as a result of this RFO is imported into Washington, the electricity importer and thus compliance obligation under Washington's cap-and-invest program per RCW 70A.65.010 (27)(f) will be "the next purchasing-selling entity in the physical path on the NERC e-Tag, or if no additional purchasing-selling entity over which the state of Washington has jurisdiction, then the electricity importer is the electric utility that operates the Washington transmission or distribution system, or the generation balancing authority."

10. Credit Requirements

BPA may require the Respondent to provide cash equivalent credit support at an amount acceptable to BPA. Forms of cash equivalent credit support may include 1) Letter of credit from an issuing bank that is rated at least "A" and "A2" from S&P and Moody's respectively, and assets (net of reserves) of at least $10 billion; 2) Escrow account at a financial institution approved by BPA; 3) Non-interest bearing cash deposit to BPA; or 4) Some other arrangement by mutual arrangement.

The amount of performance assurances to be provided will be determined based upon factors which include the following:

1) The Credit Rating of the Respondent and the entity or entities providing credit

assurances on behalf of the Respondent, if applicable;

2) The nature of the pricing in the bid; and

3) Net exposure to BPA.

Organizations planning to make a bid are encouraged to contact BPA's Credit Department to provide any information that may be necessary to prequalify. For credit matters, please contact:

Paulina Cornejo
BPA Credit Department
ypcornejo@bpa.gov
(503) 230-4300

11. Dodd-Frank Reporting Requirements

If applicable, the successful Respondent will agree to be the "Reporting Party" for all reporting required pursuant to Part 43 (17 C.F.R. Part 43) and Part 45 (17 C.F.R. Part 45) of CFTC (Commodity Futures Trade Commission) regulations.

12. How to Respond

a) Contact the BPA Credit Department (see Credit Requirements section 10) to verify your bid is supported by approved credit. BPA may limit the energy block size based on counterparty credit.

b) Verify the Respondent has an active Enabling Agreement in place with BPA, or execute an Enabling Agreement as required.

c) Summarize the bid(s) using the bid sheet format shown in Attachment B.

- Multiple bids may be submitted if the Respondent is interested in more than one product, different PODs, or different period volumes.
- BPA will individually evaluate each bid submitted by a Respondent.

d) Provide contact information using the format shown in Attachment C.

e) Bid must be firm and remain open until the date of execution.

Respondents must reply by email on or before **August 25, 2026 by 9:00 a.m. Prevailing Pacific Time**. Bids received will be acknowledged via email within 24 business hours of receipt.

RFO Responses should be emailed to: bpap-rfo@bpa.gov

13. Post-Response Negotiations

BPA reserves the right to enter into discussions with Respondent(s) to gain clarity on its bid, or to suggest a partial amendment to the bid.

14. Memorialize Agreement

Transactions will be executed using BPA's Confirmation Agreement. To memorialize the transaction, BPA will make every effort to execute a Confirmation Agreement with the counterparty within five business days of BPA's notification regarding acceptance of the bid.

Example Confirmation Agreements are provided in Attachment D.

15. Disclaimer and Confidentiality

BPA reserves the right, without qualification and in its sole discretion, to reject any or all bids, accept multiple bids, and terminate this RFO in whole, or in part, at any time. Without limiting the foregoing, BPA reserves the right to reject, as non-responsive, any or all bids received for failure to meet any requirement of this RFO. BPA further reserves the right in its sole discretion to decline to enter into any agreement with any counterparty for any reason.

It is not BPA's intent to publicly disclose individual Respondent's proprietary information obtained in response to this RFO. Except to the extent that disclosure of such information is required under the Freedom of Information Act (FOIA) and other laws, regulations, or court orders, information identified by a Respondent as "proprietary" or "confidential" will be kept confidential. While this RFO is intended to provide information for BPA to select a bid to sell energy, it should **not** be construed as a commitment by BPA to enter into a contractual agreement, nor will BPA pay for information solicited from the Respondent.

16. Regional and Public Preference

BPA follows the preference requirements of the Northwest Power Act, and as such, will provide a first right of refusal to all preference customers. This requirement could require BPA to show the Respondent's price to Pacific Northwest (PNW) preference customers. Respondent's identity will not be shared publicly, unless required under FOIA. This requirement could add additional time to the award process.

Consistent with the Bonneville Project Act (Public Law 75-329), the Pacific Northwest Electric Power Planning and Conservation Act (Public Law 96-501), and the Act of August 31, 1964, (Public Law 88-552), PNW customers may request to purchase available amounts of surplus firm power prior to the sale of such power to out-of-region customers. If surplus power is available, BPA will meet PNW customer requests for specific amounts of power at the rates, terms and conditions mutually agreed upon at the time of the sale. Similar terms and conditions may be offered to out-of-region public customers, if there is no competing request for available surplus power from a PNW customer. If surplus power is available and there is no competing request from a PNW customer or out-of-region public customer, BPA may also meet requests for power from an out-of-region non-preference customer.

BPA will use the following process to meet preference requirements:

a) If a PNW public preference customer(s) provides the most valuable acceptable bid(s), no further actions are required and the bid(s) will be accepted.

b) If a PNW Investor Owned Utility (IOU) provides the most valuable acceptable bid, the bidder's price and product bid will be in turn offered to all PNW public preference customers for a period of five Business Days, allowing the PNW public preference customers a first right of refusal.

c) If a California utility provides the most valuable acceptable bid, the similar terms and conditions, including price, will be offered until September 2, 2026 to PNW public preference customers and PNW IOUs. If a PNW IOU and a PNW public preference customer both request similar terms and conditions to the existing California utility bid, PNW public preference customers have preference over PNW IOUs. In the event multiple PNW public preference customers request similar terms and conditions to the California utility, BPA may award to a particular PNW public preference customer based on secondary considerations, offer to award on a pro rata basis, or may not make any selection and reopen the RFO to additional competition among PNW public preference customers only.

17. Other Considerations

BPA reserves the right to accept multiple bids or accept no bids. Respondent's bids will be final, unless BPA determines post-offer negotiations are necessary. Selection will be dependent on BPA's assessment of the bidder's price.

18. Opportunity for Bidders to Ask Questions

Any questions regarding this RFO may be sent to bpap-rfo@bpa.gov

BPA will summarize the questions it receives as well as its responses and provide those questions and answers in the "BPA RFO Bidders Questions and BPA Responses Document" section of the web page Request for offers - Bonneville Power Administration (bpa.gov). BPA will not post the entity information of the submitted questions.

Attachment A - Indicative Terms Sheets for Two Product Offerings
PRODUCT ONE – WSPP Schedule C Energy with ACS

Product: Surplus Firm Energy (WSPP Schedule C) with ACS

Buyer: Wholesale Market Participants

Seller: Bonneville Power Administration

Term: May 2027 through June 2027 and
May 2028 through June 2028

Energy Amounts:

Month	Year	Quantity HLH (25MW Blocks)	Quantity LLH (25MW Blocks)
May	2027	Up to 300 MW	Up to 300 MW
June	2027	Up to 300 MW	Up to 300 MW
May	2028	Up to 300 MW	Up to 300 MW
June	2028	Up to 300 MW	Up to 300 MW

Delivery Period Shape: BPA will only consider the following shapes consistent with the months offered:

- HLH, 6x16, monthly products
- LLH, 6x8 plus 1x24, monthly products
- Flat 7x24, monthly product

ACS Energy Amount: Equivalent to the MWh amounts delivered

Point of Delivery (POD):

a) Busbar - Where the Federal Generating system interconnects with BPA's transmission network (Raw)
b) Mid-C
c) COB
d) NOB

Scheduling: Energy will be scheduled and implemented in accordance with the scheduling provisions of BPA's enabling agreement and WSPP Agreement.

Energy Price: Firm fixed pricing expressed in $/MWh. Prices must be held until September 2, 2026.

Product Characteristics:

1. BPA will schedule and deliver to the selected tie point listed in the Point of Delivery section above.
2. Bids for individual months will be accepted.
3. BPA shall ensure the e-Tag for all deliveries qualifies as ACS energy for the benefit of the buyer.

Attachment A - Indicative Terms Sheets for Two Product Offerings PRODUCT TWO – Import System RA Energy with ACS

Product: Import System Resource Adequacy (RA) with ACS Energy

Term: May 2027 through June 2027 and
May 2028 through June 2028

Duration: HLH, LLH, or Flat as indicated in Bid

RA Amounts:

Month	Year	Quantity HLH (25MW Blocks)	Quantity LLH (25MW Blocks)
May	2027	Up to 300 MW	Up to 300 MW
June	2027	Up to 300 MW	Up to 300 MW
May	2028	Up to 300 MW	Up to 300 MW
June	2028	Up to 300 MW	Up to 300 MW

ACS Energy Amount:

Equivalent to the MWh amount delivered

Point of Delivery (POD):

a) Busbar - Where the Federal Generating system interconnects with BPA's transmission network
b) Mid-C
c) COB
d) NOB

Scheduling: For this transaction BPA can be Buyer's designated Scheduling Coordinator (SC), bidding on its behalf into the California Independent System Operator (CAISO) Day Ahead and Real Time market consistent with the CAISO and CPUC rules for Import RA, or the Buyer can act as its own SC.

Energy Price: Firm fixed pricing expressed in $/MWh. Prices must be held until September 2, 2026.

Product Characteristics:

1. If BPA bids the energy into CAISO as the Buyer's SC, BPA will provide any CAISO award (+or-) to the Buyer.
2. No economic curtailment provisions will be included in the agreement.
3. To conform to current CPUC Import RA rules, Title of the energy will be transferred to Buyer at the POD.
4. Buyer or subsequent purchaser has the exclusive right to count the Contract Quantity of Import RA Capacity Product from BPA's System Resource toward its Resource Adequacy Requirement (RAR).
5. For purposes of California Air Resources Board (CARB) requirements BPA will be the Importer of Record.
6. BPA shall ensure the e-Tag for all deliveries qualifies as ACS energy for the benefit of the buyer.

Attachment B - BPA RFO Bid Sheet

Please select a product and fill out the fields below. When pricing different volumes, specifying different Points of Delivery (PODs), or selecting multiple products, please submit separate Bid Sheets for each scenario.

Counterparty Name: ____

Product: **Choose an item.**

BPA is Requesting:

Month	Year	Quantity HLH	Quantity LLH
May	2027	Up to 300 MW	Up to 300 MW
June	2027	Up to 300 MW	Up to 300 MW
May	2028	Up to 300 MW	Up to 300 MW
June	2028	Up to 300 MW	Up to 300 MW

Please fill out table below entirely (use X to indicate periods you are not including in your bid).
All Prices must be fixed $/MWh.

Bids may include the following PODs:

- BPA System Busbar
- COB
- Mid-C
- NOB

Bid: ***Example shown in blue below*.**

Month	Year	HLH Bid Quantity (25MW Blocks)	HLH Fixed Bid Price ($/MWh)	HLH Bid POD	LLH Bid Quantity (25MW Blocks)	LLH Fixed Bid Price ($/MWh)	LLH Bid POD
May	*2027*	*175 MW*	*$1/MWh*	*Mid-C*	*X*	*X*	*X*
May	2027						
June	2027						
May	2028						
June	2028						

**Bids may be any combination of the requested months, and may be any quantity, in 25 MW increments, up to 300MW.*
***Prices must be held until September 2, 2026.*

Additional Notes: ____

Attachment C - Bidder's Contact Information Form

Full Name of Respondent:	
Full Name of Guarantor:	
Commercial Contact:	
Title:	
Office Phone:	
Cell Phone:	
Email Address:	
Credit Contact:	
Title:	
Office Phone:	
Cell Phone:	
Email Address:	
Legal Contact:	
Title:	
Office Phone:	
Cell Phone:	
Email Address:	
WSPP Member (Y/N)	

Attachment D - Confirmation Agreement Examples for Two Product Offerings
(these are examples and the final may look different)
PRODUCT ONE - WSPP Schedule C Energy with ACS

Department of Energy
Bonneville Power Administration
Power Services
CONFIRMATION AGREEMENT

From:	Bonneville Power Administration PO Box 3621 Portland, OR 97208-3621	**To:**	**<Buyers Full Name And Address>**
BPA Preschedule:	503-230-3813	**BPA Contract:**	25PM-XXXXX
BPA Real Time:	503-230-3341	**Trade Date:**	xx/xx/2025

The following memorializes the terms of a transaction agreed to by the Bonneville Power Administration ("BPA") and **<BUYERS FULL NAME JOINT POWERS AUTHORITY>** ("Buyer") (each a "Party" and together the "Parties"). Transactions hereunder are in accordance with the agreement XXPM-XXXXX.

Buyer:	**<Buyer Acronym>**	**Seller:**	BPA
Trader:	**<Name>**	**Trader:**	**<Name>**
Phone:	xxx-xxx-xxxx	**Phone:**	xxx-xxx-xxxx
Broker:	None	**Holiday:**	NERC
Product:	Surplus Firm (WSPP Schedule C)	**Point of Delivery:**	**<tbd>**
Product Description:	Energy with an ACS Emissions Factor	**Location:**	
Deal Key:	xxxxxx/xxxxxx	**Source:**	

Start Date	End Date	Hourly Contract Quantity (MW)	Energy Price $/MWh	Delivery Hours	Total Amount (MWh)	Revenue/Cost
05/01/2027	05/31/2027	150	$XX/MWh	HLH	60,000	**$XX**

All hours will be shown in Pacific Prevailing Time (PPT)
HLH is defined as Heavy Load Hours (HE 0700-2200 on non-NERC holidays Monday - Saturday, no profile on Sundays or NERC holidays)
LLH is defined as Light Load Hours (Profile is HE1-6 and HE23-24 on non-NERC holidays Monday-Saturday, HE1-24 on Sundays or NERC holidays)

1. **Collateral Requirements: <TBD>**

2. **Confidentiality<If California Buyer>:** Each Party recognizes that this Confirmation Agreement is subject to the requirements of the California Public Records Act (California Government Code § 7920 *et seq.*). The parties further agree that, for the purposes of this Confirmation Agreement, Section 30.1 of the WSPP Agreement is amended by (a) inserting "or requested" after the words "(4) required" and (b) "or compliance filings" after both instances of "proceedings". Notwithstanding the Enabling Agreement, the Parties agree that Buyer, and any subsequent purchaser, may disclose this Confirmation Agreement to the California Public Utilities Commission (CPUC), the California Independent System Operator (CAISO) or any other governmental body having jurisdiction in order to support its Resource Adequacy Requirement (RAR) showings.

3. **First Jurisdictional Deliverer:** BPA has not voluntarily elected to be the First Jurisdictional Deliverer for Washington's cap-and-invest program for the terms of this transaction. If the energy resulting from this

transaction is imported into Washington, the electricity importer and thus compliance obligation under Washington's cap-and-invest program per RCW 70A.65.010 (27)(f) will be "the next purchasing-selling entity in the physical path on the NERC e-Tag, or if no additional purchasing-selling entity over which the state of Washington has jurisdiction, then the electricity importer is the electric utility that operates the Washington transmission or distribution system, or the generation balancing authority."

4. **Joint Powers Authority <If California Buyer>:** Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (California Government Code § 6500 *et seq.*) and is a local agency separate from its constituent members. Buyer will be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation Agreement. BPA agrees that it shall have no rights and shall not make any claim, take any actions or assert any remedies against any of Buyer's members, any cities or counties participating in Buyer's community choice aggregation program, or any of Buyer's retail customers in connection with the Transaction to which this Confirmation Agreement applies.

5. **Governing Law**. This Confirmation Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with federal law applicable to BPA and the U.S. Department of Energy without regard to principles of conflicts of law.

6. **Surplus Power Use Outside Pacific Northwest:** BPA has determined it has surplus power available in the amount marketed for the term of this Confirmation Agreement. All sales of surplus power for use outside the Pacific Northwest under this Confirmation Agreement are subject to the provisions of Public Law 88-552 and Section 9(c) of Public Law 96-501. BPA shall have the right to curtail a portion of, or terminate all of: (a) the capacity associated with a surplus firm peaking capacity sale on 60 months' written notice; or (b) the energy associated with a surplus energy sale on a 60-day written notice specifying the amounts and duration of the curtailment or termination, if such capacity and/or energy is needed to meet the capacity and/or energy requirements in the Pacific Northwest. Such curtailments to Buyer shall be limited to the amounts and duration necessary to cover BPA's projected Pacific Northwest needs. The sale of capacity and/or energy to Buyer under this Confirmation Agreement shall continue in months during which such capacity and/or energy is not needed, as determined by BPA, in the Pacific Northwest.

7. **Scheduling Provisions.** Pursuant to the Western Systems Power Pool (WSPP) Agreement, this transaction shall be prescheduled. The preschedule day is defined by the Western Electricity Coordinating Council's Preschedule Calendar. Energy shall be prescheduled, identifying source and sink, by 1100 (PPT) on the preschedule day or as mutually

   agreed. Real Time modifications will not be allowed except by mutual agreement or due to an uncontrollable force.
   If "Source" field above reflects "non-CAISO", this transaction is for a non-CAISO product and not to be sourced from a generator within the CAISO Balancing Authority Area. Otherwise, no additional terms apply at this transaction.

   If "Location" field above includes "NoWA" appended to the Delivery Point, this transaction is a Non-WA-Sink (NWS) product and cannot be scheduled to sink to a load inside Washington State.

8. **BPA Specified Asset Controlling Supplier (ACS) Provisions.** The Parties agree this is a Confirmation Agreement for the delivery of BPA Specified ACS energy sourced from "BPAPOWER" on a NERC e-Tag. The Parties further agree this transaction includes the WSPP Exhibit C Specified Source provisions set forth in Exhibit C-SS (Specified Source Confirmation Attachment) attached hereto.

9. Entire Agreement. This Confirmation Agreement and the attached Exhibit C-SS constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior oral or electronic discussions. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Enabling Agreement or the WSPP Agreement, as applicable.

We are pleased to have agreed upon this transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation Agreement via email to bpap-rfo@bpa.gov.

AGREED AND ACCEPTED

Bonneville Power Administration		< Buyer Name>	
Print Name:	Annamarie E. Weekley	Print Name:	
Title:	Account Executive	Title:	
Date:		Date:	

EXHIBIT C-SS
SPECIFIED SOURCE
CONFIRMATION ATTACHMENT

a. Identity of Source:

The following facility (i) facility, generator, unit or (ii) ACS System ("Source"): **BPA ACS System**

Source system IDs,if applicable and available:**CA (CARB) ARB ID #4000, WA EPE ID #978227, and OR DEQ ID#112400**

California Energy Commission RPS ID, if source is an ERR: **N/A**

WREGIS ID#, if applicable : **N/A**

b. Source EF_{sp}:

The BPA ACS Emission Factor information can be found on BPA's Power Products page:

https://www.bpa.gov/energy-and-services/power/products-catalog

c. Carbon adjustment (rapid settlement if Seller delivers higher emissions factor energy than agreed): Carbon adjustment **applies unless** the following box is checked:

☐ Carbon adjustment does not apply and instead of Carbon Adjustment, Seller shall compensate Purchaser as follows, in addition to Purchaser's remedies in section 21 of the WSPP agreement, if Seller fails to schedule and deliver energy from the Source unless excused pursuant to the terms of the applicable Schedule or this confirmation: *[e.g.fixed damages of $0,$2, or % of Carbon Adjustment]*

d. EF True-Up (full indemnity for difference between agreed and CARB-assigned emission factors, settled after verification): EF True-**Up does not apply unless** one or more of the following boxes that are checked cause a change to EF_{sp} or EF_{asn}:

☐ Change in generator operations or fuel source

☐ Prospective or retroactive change in law (including AB32)

☐ All other circumstances

☐ EF True Up damages are limited as follows:[e.g., caps]

e. RECs Disclosure (not applicable for an ACS system source): Seller represents and warrants that the **Source is not an an ERR, unless** the box is checked below. This is a disclosure, not an option, and failure to check this box does not excuse performance if the source is or becomes and ERR.

☐ The source is an ERR, and Section 6.c therefore applies

f. Regulation Incorporate: This transaction is **not** Regulation Incorporation **unless** the following box is checked:

☐ This transaction is Regulation Incorporation and Section 6.e applies

g. Additional Provisions:

Attachment D – Confirmation Agreement Examples for Two Product Offerings
(these are examples and the final may look different)
PRODUCT TWO - Import System RA ACS Energy

Department of Energy

Bonneville Power Administration

Power Services

CONFIRMATION AGREEMENT

From:	Bonneville Power Administration PO Box 3621 Portland, OR 97208-3621	**To:**	**<Buyers Full Name And Address>**
BPA Preschedule:	503-230-3813	**BPA Contract:**	25PM-XXXXX
BPA Real Time:	503-230-3341	**Trade Date:**	xx/xx/2025

This confirmation agreement ("Confirmation Agreement") sets forth the terms of this transaction agreed to by the Bonneville Power Administration ("BPA") and **<Buyers Full Name>** joint powers authority ("Buyer") (each a "Party" and together the "Parties"). For the purposes of this Confirmation Agreement, the Enabling Agreement shall be deemed to include the Exhibit C-SS Specified Source Confirmation Attachment attached to this Confirmation Agreement. Transactions hereunder are in accordance with the Agreement to Enable Future Purchases, Sales, and Exchanges of Power and Other Services XXPM-XXXXX ("Enabling Agreement"). The definitions and provisions contained in the Enabling Agreement, in the Resource Adequacy ("RA") Rules (as defined below), and in the tariffs and protocols of the California Independent System Operator ("CAISO"), as amended from time to time (the "Tariff"), shall apply to this Confirmation Agreement and are incorporated by reference; provided that, to the extent that any provision in this Confirmation Agreement is inconsistent with any provision of the Enabling Agreement, then the provision in this Confirmation Agreement shall govern the rights and obligations of the Parties hereunder.

Buyer:	**<Buyer Acronym>**	**Seller:**	BPA
Trader:	**<Name>**	**Trader:**	**<Name>**
Phone:	xxx-xxx-xxxx	**Phone:**	xxx-xxx-xxxx
Broker:	None	**Holiday:**	NERC
Product:	Surplus Firm (WSPP Schedule C)	**Point of Delivery:**	**<tbd>**
Product Description:	BPA ACS Energy, MCC Bucket Category 3	**Location:**	**<BPA's Resource ID>**

Start Date	End Date	Hourly Contract Quantity (MW)	Energy Price $/MWh	Delivery Hours	Total Amount (MWh)	Revenue/Cost
05/01/2027	05/31/2027	150	$XX/MWh	HLH	60,000	**$XX**

All hours will be shown in Pacific Prevailing Time (PPT) defined as HE 0100- HE 2400

I. Product Provisions

1. Definitions <as appropriate>**:**

"Cap and Trade Regulations" means the Mandatory Greenhouse Gas Emissions Reporting and California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations (California Code of Regulations Title 17, Division 3, Chapter 1, Subchapter 10, Articles 2 and 5 respectively).

"CPUC" means the California Public Utilities Commission.

"Delivery Hours" means the hours energy will either be scheduled to a POD, or bid into CAISO. Flat Delivery Hours include HE 0100 through HE 2400, all days of the week including North American Electric Reliability

Corporation (“NERC”) holidays.

“Delivery Point” means the Point of Delivery (“POD”), **<*example:* Sylmar (SYLMARDC_2_N501) (NOB N-S)>**.

“Delivery Term” means the period of time beginning on the Start Date and ending on the End Date.

“RA Rules” means orders of CPUC as contained in the following decisions: D.04-01-050, D.04-10-035, D.05-10- 042, D.06-04-40, D.06-06-064, D.06-07-031, D.06-12-037, D.07-06-029, D.08-06-031, D.09-06-028, D.10-06-036, D.10-12-038, D.11-06-022, D.11-10-003, D.12-06-025, D.13-06-024, D.14-06-050, D.15-06-063, D.16-06-045, D.20-06-028, and any other existing, subsequent, or modifying decisions, resolutions, orders or rulings issued by CPUC from time to time in the Resource Adequacy phases of Rulemaking R.04-04-003, R.05-12-013, R.08-01-025, R.09-10-032, R.11-10-023, R.14-02-001, R.14-10-001, R.17-09-020, R.19-11-009, and R.23-10-011 or by any applicable successor proceeding.

“Resource Adequacy Requirements” or “RAR” means the resource adequacy requirements established for Buyer by CPUC pursuant to the RA Rules, or by any other governmental body having jurisdiction.

“System Resource” means a group of resources controlled and operated by the Seller as a System located outside of the CAISO Control Area capable of providing Energy and/or Ancillary Services to the Delivery Point. System Resource does not include any energy source with an e-Tag from a busbar of a nuclear or coal-fired generating facility. However, the Parties understand that the Asset Controlling Supplier (“ACS”) Emissions Factor (set forth below in Exhibit C-SS Specified Source Confirmation Attachment) takes into account some portion of nuclear and/or unspecified generation within BPA’s System Resource.

2. Product Requirements:

a. The Product cannot be curtailed by Seller or Buyer for economic reasons.

b. Seller shall act as Buyer’s CAISO scheduling coordinator (“SC”) to bid and deliver the Hourly Contract Quantity of Product to CAISO and convey all revenues (awards) associated with such deliveries (and if prices are negative, liable for all payments) to the Buyer. BPA shall receive no additional compensation for acting as SC under this Transaction. As Buyer’s SC, BPA’s bid will be consistent with the requirements of the RA Rules and any CAISO tariff requirements.

c. Seller shall deliver the Product in the amount of the Hourly Contract Quantity **<TBD into the CAISO on behalf of Buyer or to the POD>** without substituting electricity from another source, as evidenced by e-Tags, or such other format acceptable to Buyer. Deliveries shall be measured for each hour that the Product is delivered to CAISO but shall not exceed the lesser of corresponding amounts shown on the e-Tags or meter data from the System Resource.

d. Energy delivered pursuant to this Confirmation Agreement will not be sourced from resources internal to the CAISO Balancing Authority Area (“BAA”).

e. The capacity supporting energy to be delivered pursuant to this Confirmation Agreement is surplus to the expected capacity requirements of the System Resource’s host BAA and is not committed to another balancing authority area (i.e. no double-counting).

f. Throughout the Delivery Term, Seller will not commit the capacity necessary to support delivery of Product from the System Resource to a third party or other BAA.

g. Throughout the Delivery Term, Product will be delivered to the Delivery Point using Firm Transmission.

h. Throughout the Delivery Term, Seller's firm energy obligation is and will be supported (backed) each hour by operating reserves (including required contingency reserves and sufficient balancing reserves) in the System Resource's host BAA necessary to ensure there is sufficient energy available for Seller to meet its real-time obligations throughout the applicable operating hour.

i. It is Buyer's sole responsibility to ensure it has obtained sufficient intertie import capability at the Delivery Point.

j. BPA will be the "electricity importer" into California for purposes of the Cap-and-Invest Regulations contained in California Code Regulations, Title 17, Division 3, Chapter 1, Subchapter 10, Article 5 for the energy delivered pursuant to this Confirmation Agreement. The Parties acknowledge that BPA will be solely responsible for satisfying any Compliance Obligation (as defined in the Cap-and-Invest Regulations) associated with the energy that is scheduled and imported into California pursuant to this Confirmation Agreement, and will be responsible for any reporting requirements by an electricity importer (as defined in the Cap-and-Invest Regulations) for such energy under the Cap-and-Invest Regulations. For greater certainty, Seller is not assuming or performing on behalf of Buyer any reporting obligations Buyer may have under the Cap-and-Invest Regulations.

k. Unless the System Resource is affected by an event of force majeure that results in a partial or full transmission outage reducing the amount of the Hourly Contract Quantity, BPA shall provide the full the Hourly Contract Quantity to Buyer in compliance with the applicable provisions of the Tariff implementing the RA Rules, including, without reservation, CPUC Decision 20-06-028, and Section 40.6 of CAISO's Tariff. Buyer shall have no liability for the failure of BPA to comply with such Tariff provisions, including any penalties or fines imposed on BPA by CAISO for such noncompliance.

3. Representations:

3.1 BPA and Buyer represent and expressly agree that throughout the Delivery Term they shall take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's (or a subsequent purchaser's) right to the use of the Contract Quantity for the sole benefit of Buyer's RAR, consistent with the CAISO Tariff and RA Rules, including:

a. Meeting requirements established by the CAISO Tariff and RA Rules, including (1) demonstrating the ability to deliver the Hourly Contract Quantity over all hours of the Delivery Term required for full RAR eligibility, (2) demonstrating that the Hourly Contract Quantity can be delivered to the CAISO controlled grid pursuant to "deliverability" standards established by CPUC or other regional entity or entities responsible for RA administration, and (3) provision of a Supply Plan to CAISO by BPA's Scheduling Coordinator and sufficient information to allow for the submission of a complete Resource Plan by Buyer's Scheduling Coordinator (as such terms are defined in the CAISO Tariff);

b. Negotiating in good faith to make necessary amendments, if any, to this Confirmation Agreement mutually agreed upon to conform this Confirmation Agreement to subsequent clarifications, revisions or decisions rendered by CPUC, CAISO or other regional entity or entities responsible for RA administration, so as to maintain the benefits of the bargain for each of the Parties; and

c. At all times using "Good Utility Practice" as the term is used in the CAISO Tariff.

3.2 BPA represents that throughout the Delivery Term:

a. Seller represents and warrants that Seller holds the rights to the Product free and clear of all liens and encumbrances, and Seller agrees to convey and hereby conveys all such Product to Buyer free and clear of all liens and encumbrances as included in the delivery of the Product subject to the terms and conditions contained herein;

b. Buyer or subsequent purchaser has the exclusive right to count the Hourly Contract Quantity of Product from BPA's System Resource toward Buyer's RAR;

c. The Hourly Contract Quantity of Product sold to Buyer hereunder has been sold once and only once by Seller and no portion of the Hourly Contract Quantity of Product has been sold by BPA to any third party in order to satisfy RAR; and

d. Title and reporting rights to the Product shall pass from Seller to Buyer at the Delivery Point.

4. **Indemnity Against Penalties and Replacement:** If BPA fails to fulfill its obligation under this Confirmation Agreement to provide the Product, and such failure is not excused under this Confirmation Agreement or the Enabling Agreement or by Buyer's failure to perform, then BPA agrees to indemnify Buyer for:

a. Any monetary penalties assessed by CPUC and/or CAISO against Buyer for Buyer's failure to meet the requirements of the RA Rules or Tariff as a direct result of BPA not fulfilling its obligation under this Confirmation Agreement. Such failure may be excused to the extent BPA provides Buyer with sufficient notice to take action necessary to avoid such monetary penalties being assessed.

b. If BPA reimburses costs incurred by Buyer, using reasonable efforts to replace, if required, any Product to equal in total the volume of the Hourly Contract Quantity and Delivery Term specified on page 1.

c. If BPA fails to bid the Product into the CAISO day-ahead and real-time markets in accordance with this Confirmation Agreement, BPA will refund to Buyer any payments made by Buyer for Product that is not bid according to this Confirmation Agreement.

d. Notwithstanding the foregoing, if approved by CPUC and/or CAISO, BPA may replace any Product necessary for Buyer to make its equivalent RA demonstration with another System Resource.

5. Resale of Product:

a. Buyer may re-sell all or a portion of the Hourly Contract Quantity and any associated rights, in each case, acquired under this transaction. In the event Buyer re-sells all or a portion of the Hourly Contract Quantity of Product and any associated rights acquired under this transaction ("Resold Product"), BPA agrees to follow Buyer's instructions with respect to providing such Resold Product to subsequent purchasers of such Resold Product. With respect to any Resold Product, BPA continues to be liable to Buyer for any damages due to the failure of BPA to comply with the terms of this transaction; However, Buyer represents and warrants that BPA shall have no contractual obligation or liability to any subsequent purchaser.

b. BPA's obligations under this Section 5 are contingent on Buyer 1) providing BPA with the information required by this Section 5 no later than two (2) Business Days prior to the deadline for filing the Supply

Plan for the Resold Product; 2) any requested assignment being consistent with federal law applicable to BPA. Further, any resale of Product by Buyer to a subsequent purchaser must be permitted under the Tariff, CAISO business practices and applicable federal law, and BPA shall not be required to take any action hereunder or execute any documents or instruments that would not be permitted under the Tariff, CAISO business practices or applicable federal law.

c. In the event there is any Resold Product, Buyer agrees to immediately notify BPA of such sale and agrees to provide BPA with all the information specified below promptly following such sale (and any other information reasonably requested by BPA so that BPA may perform its obligations in this Section 5) and promptly notify BPA of any subsequent changes to such information with respect to any particular sale:

   i. Benefitting load serving entity SC identification number (SCID),

   ii. Volume (in MW) of Resold Product,

   iii. Sale delivery period for Resold Product.

II. Additional Provisions

1. **Collateral Requirements: <tbd>**

2. **Confidentiality:** Each Party recognizes that this Confirmation Agreement is subject to the requirements of the California Public Records Act (California Government Code § 7920 et seq.). The Parties further agree that, for the purposes of this Confirmation Agreement, Section 30.1 of the WSPP Agreement is amended by (a) inserting "or requested" after the words "(4) required" and (b) "or compliance filings" after both instances of "proceedings". Notwithstanding the Enabling Agreement, the Parties agree that Buyer, and any subsequent purchaser, may disclose this Confirmation Agreement to CPUC, CAISO or any other governmental body having jurisdiction in order to support its RAR showings.

3. **Entire Agreement, No Oral Agreements or Modifications:** This Confirmation Agreement sets forth the terms of this transaction and, along with the Enabling Agreement, shall constitute the entire agreement between the Parties for the purchase and sale of the Product. Notwithstanding any other provision of the Enabling Agreement, this transaction may be confirmed only by a Documentary Writing executed by both Parties, and no amendment or modification to this transaction shall be enforceable except under a Documentary Writing executed by both Parties.

4. **Joint Powers Authority <if needed>:** Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (California Government Code § 6500 *et seq.*) and is a local agency separate from its constituent members. Buyer will be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation Agreement. BPA agrees that it shall have no rights and shall not make any claim, take any actions or assert any remedies against any of Buyer's members, any cities or counties participating in Buyer's community choice aggregation program, or any of Buyer's retail customers in connection with the Transaction to which this Confirmation Agreement applies.

5. **Counterparts:** This Confirmation Agreement may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. Delivery of an executed signature page of this Confirmation Agreement by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

6. **Surplus Power Use Outside Pacific Northwest:** BPA has determined it has surplus power available in the

amount marketed for the term of this Confirmation Agreement. All sales of surplus power for use outside the Pacific Northwest under this Confirmation Agreement are subject to the provisions of Public Law 88-552 and Section 9(c) of Public Law 96-501. BPA shall have the right to curtail a portion of, or terminate all of: (a) the capacity associated with a surplus firm peaking capacity sale on 60 months' written notice; or (b) the energy associated with a surplus energy sale on a 60-day written notice specifying the amounts and duration of the curtailment or termination, if such capacity and/or energy is needed to meet the capacity and/or energy requirements in the Pacific Northwest. Such curtailments to Buyer shall be limited to the amounts and duration necessary to cover BPA's projected Pacific Northwest needs. The sale of capacity and/or energy to Buyer under this Confirmation Agreement shall continue in months during which such capacity and/or energy is not needed, as determined by BPA, in the Pacific Northwest.

7. **BPA Specified ACS Provisions:** The parties agree this is a Confirmation Agreement for the delivery of energy with a BPA Specified ACS Emissions Factor sourced from "BPAPOWER" on a NERC e-Tag.

We are pleased to have agreed upon this transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation Agreement via email to bpap-rfo@bpa.gov.

AGREED AND ACCEPTED

Bonneville Power Administration		<Buyer Name>	
Print Name:	Mark E. Miller	Print Name:	
Title:	Account Executive	Title:	
Date:		Date:	

EXHIBIT C-SS
SPECIFIED SOURCE
CONFIRMATION ATTACHMENT

a. Identity of Source:

The following facility (i) facility, generator, unit or (ii) ACS System ("Source"): **BPA ACS System**

Source system IDs,if applicable and available:**CA (CARB) ARB ID #4000, WA EPE ID #978227, and OR DEQ ID#112400**

California Energy Commission RPS ID, if source is an ERR: **N/A**

WREGIS ID#, if applicable : **N/A**

b. Source EF_{sp}:

The BPA ACS Emission Factor information can be found on BPA's Power Products page:

https://www.bpa.gov/energy-and-services/power/products-catalog

c. Carbon adjustment (rapid settlement if Seller delivers higher emissions factor energy than agreed): Carbon adjustment **applies unless** the following box is checked:

☐ Carbon adjustment <u>does not</u> apply and instead of Carbon Adjustment, Seller shall compensate Purchaser as follows, in addition to Purchaser's remedies in section 21 of the WSPP agreement, if Seller fails to schedule and deliver energy from the Source unless excused pursuant to the terms of the applicable Schedule or this confirmation: *[e.g.fixed damages of $0,$2, or % of Carbon Adjustment]*

d. EF True-Up (full indemnity for difference between agreed and CARB-assigned emission factors, settled after verification): EF True-Up **does not apply unless** one or more of the following boxes that are checked cause a change to EF_{sp} or EF_{asn}:

☐ Change in generator operations or fuel source

☐ Prospective or retroactive change in law (including AB32)

☐ All other circumstances

☐ EF True Up damages are limited as follows:[e.g., caps]

e. RECs Disclosure (not applicable for an ACS system source): Seller represents and warrants that the Source is not an an ERR, <u>unless</u> the box is checked below. This is a disclosure, not an option, and failure to check this box does not excuse performance if the source is or becomes and ERR.

☐ The source is an ERR, and Section 6.c therefore applies

f. Regulation Incorporate: This transaction is **<u>not</u>** Regulation Incorporation **<u>unless</u>** the following box is checked:

☐ This transaction is Regulation Incorporation and Section 6.e applies

g. Additional Provisions: