

# Request for Offers To Purchase Power From the Bonneville Power Administration

March 23, 2023

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Attachment A – Indicative Terms and Bid Sheets for Three Product Offerings

Attachment B – Bidders Contact Information Form

Attachment C – Confirmation Agreement Templates for Three Product Offerings

## 1. Background

The Bonneville Power Administration (BPA) is projecting it will have surplus power and capacity during the upcoming fiscal year and it is issuing this Request For Offers (RFO) in order to sell a portion of that surplus. The specific period BPA is offering to sell is October 1, 2023 through September 30 2024.

## 2. Proposal Timing

Event	Estimated Timeline
Release Request for Offers	March 23, 2023
Request For Offers Close, Bids Due	April 24, 2023, 3:00 p.m.
Selected Bidder(s) Awarded (subject to Preference)	April 28, 2023, 4:00 p.m.
Preference Offer Released (if needed)	May 1, 2023 4:00 p.m.
Preference Offer Closes	May 8, 2023 4:00 p.m.
Preference Offer Award(s)	May 9, 2023 4:00 p.m.
Contract(s) Executed (as feasible)	Five Business Day from Award

## 3. Product Type(s)

BPA will be offering three product types:

- ACS WSPP Schedule C Energy, Flat
- California Resource Adequacy (CA RA) Compliant Energy, MCC Category 4
- Financial Electricity Swap, Flat

These Products are described in more detail in the attached Term Sheets and Confirmation Agreement templates.

## 4. Pricing

- a) BPA will accept fixed price bids to purchase energy and CA RA energy, expressed in \$/MWh.
- b) BPA will accept fixed priced bids, expressed in \$/MWh, for Financial Electricity Swap transactions, with BPA paying the ICE – Mid Columbia Index.
- c) Respondent's offers will be final, unless BPA determines post-offer negotiations are necessary.

## 5. Term

Sales will be for the full 12 month period, October 2023 through September 2024.

## 6. Delivery Period Shape

This RFO seeks to sell Flat, Around the Clock (ATC), blocks throughout the Term listed above.

## 7. Point of Delivery

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

- BPA System Busbar
- Mid-C
- COB

- NOB

7.2 Bidder will be responsible for acquiring transmission from the Point of Delivery to the Load.

7.3 BPA Power Service (BPAP) Transfer Customers

(a) If the Bidder is a BPA Power Service (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**

Transactions will be executed using Confirmation Agreement(s).

Counterparties will need an active Enabling Agreement in place with BPA at the time the transaction is executed. 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 Confirms associated with one of the two enabling agreements mentioned above.

Be advised that certain types of counterparties may only transact with BPA under its Agreement to Enable Future Purchases Sales and Exchanges of Power and Other Services. BPA's preference is to transact under BPA's "Agreement to Enable Future Purchases Sales and Exchanges of Power and Other Services."

To discuss enabling agreement requirements contact:

Mark Miller, Account Executive  
[memiller@bpa.gov](mailto:memiller@bpa.gov)  
(503) 230-4003

## 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)(e) 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

Credit support may be required for this RFO. Those planning to make an offer are encouraged to contact BPA's Credit Department as soon as possible to provide any information that may be necessary to prequalify your company.

For credit matters, please contact:

Melissa Rodrigues, Credit Department  
[myrodrigues@bpa.gov](mailto:myrodrigues@bpa.gov)  
(503) 230-3831

Credit support amount, if applicable, will be determined by: 1) credit rating based on BPA's internal financial evaluation 2) net exposure to BPA, and 3) nature of the pricing in the bid. Bidder will be notified of final collateral requirement concurrently with BPA's selection process. Sample letter of credit forms or escrow agreements may be provided upon request by bidder.

BPA may require the Respondent to provide cash equivalent credit support in amount acceptable to BPA. Forms of cash equivalent credit support acceptable may include 1) letter of credit from an issuing bank that is rated at least 'A' and 'A3' from S&P and Moody's, respectively and have 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 agreement.

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

- a) The Credit Rating of the bidder and the entity(ies) providing credit assurances on behalf of the bidder, if applicable
- b) The nature of the pricing in the offer
- c) Net exposure to BPA

Limits to the energy block size may be imposed based on counterparty credit.

Please note that a lack of credit terms with a bidder at the time the RFO closes could significantly delay award, and could disqualify a bid.

## **11. Dodd-Frank Reporting Requirements**

For the purposes of the transaction, unless exempted under the Commodity Futures Trading Commission (CFTC) proposed order in 77 FR 5099, 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 regulations.

## **12. Considerations Prior to Responding**

- a) It is advised that prior to submitting an offer, a bidder contact BPA Credit Department, see Credit Requirements section, to verify your offer is supported by approved credit.
- b) Verify your organization has an active Enabling Agreement in place with BPA or execute an Enabling Agreement as required.

## **13. How to Respond**

- a) Provide your company’s administrative information using the table provided in Attachment B.
- b) Provide information summarizing your specific bid(s) by completing the Bid Sheet provided in Attachment A.
- c) Attach any additional information relevant to your bid.
- d) Bid must be firm and remain open until the date of execution.

Respondents must reply by email on or before April 24, 2023 by 3:00 pm Prevailing Pacific Time. Any offers received will be acknowledged via email within 24 business hours of receipt.

RFO Responses should be emailed to: [memiller@bpa.gov](mailto:memiller@bpa.gov) and [asallen@bpa.gov](mailto:asallen@bpa.gov)

## **14. Post-Response Negotiations**

BPA plans to use the Confirmation templates provided in Attachment C as the basis for drafting Confirms and memorializing resulting transactions. BPA expects minimal modifications, and reserves the right to enter into discussions with respondent to gain clarity on its bid, or to suggest a partial amendment to the offer.

## **15. Memorialize Agreement**

BPA will execute a Confirm with the counterparty to memorialize the transaction after BPA has selected the winning bids and has met public preference requirements. If feasible BPA will execute the Confirm within 5 Business Days from Award. Confirm Templates are provided in Attachment C.

## **16. Disclaimer and Confidentiality**

BPA reserves the right, without qualification and in its sole discretion, to reject any or all offers, accept multiple offers, and to 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 offers 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 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 and other laws and regulations, or court order, 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 an offer to buy energy, it should NOT be construed as a commitment by BPA to enter into a contractual agreement, nor will BPA pay for information solicited.

## **17. Regional and Public Preference**

BPA intends to follow the preference requirements of the Northwest Power Act, and as such, will be providing 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 publically, unless required under the Freedom of Information Act. 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), Pacific Northwest (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 NW public preference customer(s) provide the most valuable acceptable bid(s), no further actions are required and the bid(s) will be accepted.
- b) If a NW Investor Owned Utility (IOU) provides the most valuable acceptable bid, the bidder's price and product offer will be in turn offered to all NW public preference customers for a period of five Business Days, allowing the NW 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 for a period of five Business Days to NW

public preference customers and NW IOUs. If a NW IOU and a NW public preference customer both request similar terms and conditions to the existing California Public bid, NW public preference customers have preference over NW IOUs. In the event multiple NW public preference customers request similar terms and conditions to the California utility, BPA may award to a particular NW public preference customer based on secondary considerations, offer to award on a prorata basis, or may not make any selection and reopen the RFO to additional competition among NW public preference customers only.

## **18. Other Considerations**

BPA reserves the right to accept multiple offers, or accept no offers. Respondent's offers will be final, unless BPA determines post-offer negotiations are necessary. Selection will be highly correlated with BPA's assessment of the bidder's price, as well as meeting credit conditions.

## **19. Opportunity for Bidders to Ask Questions**

For question related to the RFO Bidders may contact:

Mark Miller at 503-230-4003, or [memiller@bpa.gov](mailto:memiller@bpa.gov)

or

Adrian Allen at 503-230-4612, or [asallen@bpa.gov](mailto:asallen@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 \(bpa.gov\)](http://www.bpa.gov/Request-for-offers-Bonneville-Power-Administration). BPA will not post the names of those submitting questions.

**ATTACHMENT A  
INDICATIVE TERMS AND BID SHEETS FOR  
THREE PRODUCT OFFERINGS**

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## **PRODUCT ONE FLAT ACS ENERGY**

**Product:** Surplus Firm Energy (WSPP Schedule C), ACS

**Term:** October 2023 through September 2024

(Note: Individual months not allowed. Full term only.)

**Duration:** 7 x 24 all hours (Flat/ATC)

**Energy Amount:** Up to 150 MW

**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:** \$/MWh

**Product Characteristics:**

1. BPA will schedule and deliver to the selected tie point listed in the Point of Delivery section above.
2. BPA shall ensure the e-tag for all deliveries qualifies as Asset Controlling Supplier (ACS) energy for the benefit of the buyer.

**FLAT ACS ENERGY  
BID SHEET**

**Point of Delivery (POD), select only one:**

- a. Busbar
- b. Mid-C
- c. COB
- d. NOB

**Price:**            \$\_\_\_\_\_ /MWh

**Additional Notes:** \_\_\_\_\_

**PRODUCT TWO**  
**ACS ENERGY QUALIFYING AS**  
**SYSTEM RESOURCE ADEQUACY**

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

**Term:** October 2023 through September 2024

(Note: Individual months not allowed. Full term only.)

**Duration:** 7 x 24 all hours (Flat/ATC/MCC Category 4)

**RA Amount:** Up to 150 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 CAISO DA and RT market consistent with the CAISO and CPUC rules for Import RA, **or** the Buyer can act as its own SC.

**Energy Price:** \$/MWh

**Product Characteristics:**

1. If BPA bids the energy into the 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 RAR
5. For purposes of 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.

**ACS ENERGY QUALIFYING AS SYSTEM RA  
BID SHEET**

**Point of Delivery (POD), select only one:**

- a. Busbar
- b. Mid-C
- c. COB
- d. NOB

**Price:**        \$\_\_\_\_\_ /MWh

**Additional Notes:** \_\_\_\_\_

## **Product Three Financial Electricity Swap**

<b>Product Type:</b>	Financial Forward Electricity Swap Contract – under ISDA Master Service Agreement
<b>Product:</b>	Flat Energy (24 hours per day, 7 days per week)
<b>Term:</b>	October 1, 2023 through September 30, 2024
<b>Floating Price Payer:</b>	Bonneville Power Administration (BPA)
<b>Floating Price:</b>	The weighted average index price for each calendar day during the Term as published in the MIDCO section of "Intercontinental Exchange Firm Power Price Bulletin".
<b>Fixed Price:</b>	\$ per MW hour
<b>Quantity:</b>	Up to 150 MW
<b>Credit Support Requirement:</b>	Credit terms will be address in the Credit Annex of the Buyer and Seller's bilateral ISDA Master Service Agreement.

### **Other Considerations:**

- 1) Transactions will be executed using counterparties Confirmation Agreement(s).
- 2) Counterparties will need an active ISDA Master Service Agreements in place with BPA at the time the transaction is executed.
- 3) Limits to the energy block size may be imposed based on counterparty credit.

# Financial Electricity Swap

## BID SHEET

**Fixed Price:** \$ \_\_\_\_\_/MWh

**Additional Notes:** \_\_\_\_\_

**ATTACHMENT B  
 BIDDER CONTACT INFORMATION FORM**

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

**ATTACHMENT C  
CONFIRMATION AGREEMENT TEMPLATES  
FOR PRODUCT OFFERINGS**

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**PRODUCT ONE  
ACS FLAT ENERGY**



**Department of Energy  
Bonneville Power Administration  
Power Services  
CONFIRMATION AGREEMENT**

<b>From:</b> Bonneville Power Administration PO Box 3621 Portland, OR 97208-3621	<b>To:</b> <Buyers Full Name And Address>
<b>BPA Preschedule:</b> 503-230-3813	<b>BPA Contract:</b> 23PM-XXXXXX
<b>BPA Real Time:</b> 503-230-3341	<b>Trade Date:</b> xx/xx/2023

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 published by the WSPP. 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 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.

<b>Buyer:</b> <Buyer Acronym>	<b>Seller:</b> BPA
<b>Trader:</b> <Name>	<b>Trader:</b> Mark Miller
<b>Phone:</b> xxx-xxx-xxxx	<b>Phone:</b> 503-230-4003
<b>Broker:</b> None	<b>Holiday:</b> NERC
<b>Product:</b> Surplus Firm (WSPP Schedule C)	<b>Point of Delivery:</b> <tbd>
<b>Product Description:</b> Energy with an ACS Emissions Factor	<b>Deal Key:</b> xxxxxx/xxxxxx

Start Date	End Date	Hourly Contract Quantity (MW)	Energy Price \$/MWh	Delivery Hours	Total Amount (MWh)	Revenue/Cost
10/01/2023	09/30/2024	Xxx	\$xx.xx/MWh	Flat	xxx,xxx	\$x,xxx,xxx

HLH is defined as Heavy Load Hours (HE7-22 on non-NERC holidays Monday-Saturday, no profile on Sundays or NERC holidays)  
All hours will be shown in Pacific Prevailing Time (PPT) defined as HE 0100- HE 2400

- Collateral Requirements:** <TBD>
- 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.*). Section 30.1(4) of the WSPP Agreement is amended by (a) inserting “or requested” after the word “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 CPUC, the CAISO or any other governmental body having jurisdiction in order to support its RAR showings.
- First Jurisdictional Deliverer:** BPA has not voluntarily elected to be the First Jurisdictional Deliverer for Washington’s cap-and-invest program for calendar year 2023. 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)(e) 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. Energy must be sunk to a non-WA sink.

4. **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.
5. **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 applies.
6. **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.
7. **Governing Law.** This Confirmation 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 the BPA, USDOE without regard to principles of conflicts of law.
8. **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.
9. **Scheduling Provisions.** Pursuant to the 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.

10. **BPA Specified Asset Controlling Supplier (ACS) Provisions.** The Parties agree this Confirmation provides for the delivery of energy with the ACS Emissions Factor specified in Exhibit C-SS attached hereto, sourced from "BPAPOWER" on a NERC e-TAG. The Parties further agree this transaction includes the WSPP Exhibit C-Specified Source (C-SS) provisions set forth in Exhibit C-SS attached hereto. This Product is sourced from BPA's system, which has been identified by CARB as an ACS System, and shall not be sourced from resources internal to the California Independent Operator System.

11. This Confirmation and the attached Exhibit C-SS constitute the entire agreement between the Parties and supersede all prior oral or electronic discussions regarding the subject matter hereof. 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 enter into this transaction. Please sign and return an executed copy of this Confirmation via fax to BPA 503-230-7463 or email to [PTCCContractAdmin@bpa.gov](mailto:PTCCContractAdmin@bpa.gov).

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**AGREED AND ACCEPTED**

Bonneville Power Administration

< Buyer Name >

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Print Name: Mark E. Miller  
Title: Account Executive  
Date: \_\_\_\_\_

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Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT C-SS  
SPECIFIED SOURCE  
CONFIRMATION ATTACHMENT**

<b>a. Identity of Source:</b>
The following (i) facility, generator, unit or (ii) ACS system (“Source”): <b>ACS System</b>
Source CARB IDs, if applicable and available: <b>ARB ID #4000</b>
California Energy Commission RPS ID, if Source is an ERR: <b>N/A</b>
WREGIS ID#, if applicable: <b>N/A</b>
<b>b. Source EF<sub>sp</sub>:</b>
The BPA 2023 ACS Emission Factor posted on the California Air Resources Board website. <a href="https://ww2.arb.ca.gov/mrr-acs">https://ww2.arb.ca.gov/mrr-acs</a>
<b>c. Carbon Adjustment (rapid settlement if Seller delivers higher emissions factor energy than agreed):</b> Carbon Adjustment <b>applies unless</b> the following box is checked:
<input type="checkbox"/> Carbon Adjustment <b>does not</b> 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: <i>[e.g., fixed damages of \$0, \$2, or % of Carbon Adjustment.]</i>
<b>d. EF True-Up (full indemnity for difference between agreed and CARB-assigned emissions factors, settled after verification):</b> EF True-Up <b>does not apply unless</b> one or more of the following boxes that are checked cause a change to EF <sub>sp</sub> or EF <sub>asn</sub> :
<input type="checkbox"/> Change in generator operations or fuel source. <input type="checkbox"/> Prospective or retroactive change in law (including AB32). <input type="checkbox"/> Other, as follows: <input type="checkbox"/> All other circumstances. <input type="checkbox"/> EF True Up damages are limited as follows: <i>[e.g., caps]</i>
<b>e. RECs Disclosure (not applicable for an ACS system Source):</b> Seller represents and warrants that the <b>Source is not an ERR, unless</b> 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 an ERR.
<input type="checkbox"/> The Source is an ERR, and Section 6.c therefore applies.
<b>f. Regulation Incorporation:</b> This transaction is <b>not</b> Regulation Incorporation <b>unless</b> the following box is checked:
<input type="checkbox"/> This transaction is Regulation Incorporation and Section 6.e applies.
<b>g. Additional provisions:</b>

**PRODUCT TWO  
ACS ENERGY QUALIFYING AS SYSTEM RA**



**Department of Energy  
Bonneville Power Administration  
Power Services  
CONFIRMATION AGREEMENT**

<b>From:</b> Bonneville Power Administration PO Box 3621 Portland, OR 97208-3621  <b>BPA Preschedule:</b> 503-230-3813 <b>BPA Real Time:</b> 503-230-3341	<b>To:</b> <Buyers Full Name And Address>  <b>BPA Contract:</b> 23PM-XXXXXX <b>Trade Date:</b> xx/xx/2023
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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 published by the WSPP. 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 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.

<b>Buyer:</b> <Buyer Acronym> <b>Trader:</b> <Name> <b>Phone:</b> xxx-xxx-xxxx <b>Broker:</b> None <b>Product:</b> Surplus Firm (WSPP Schedule C) <b>Product Description:</b> Energy, MCC Category 4	<b>Seller:</b> BPA <b>Trader:</b> Mark Miller <b>Phone:</b> 503-230-4003 <b>Holiday:</b> NERC <b>Point of Delivery:</b> <tbd> <b>Resource ID:</b> <BPA’s Resource ID> <b>Deal Key:</b> xxxxx
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Start Date	End Date	Hourly Contract Quantity (MW)	Energy Price \$/MWh	Delivery Hours	Total Amount (MWh)	Revenue/ Cost
10/01/2023	09/30/2024	xx MW	\$xx.xx/MWh	Flat	xxx,xxx	\$x,xxx,xxx

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, 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 the CAISO. Flat Delivery Hours include HE 0100 through HE 2400, all days of the week including 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.

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

“RA Rules” means orders of the CPUC as contained in Decision (“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 the 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, and R.19-11-009 or by any applicable successor proceeding.

“System Resource” means a group of resources 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 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 the 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 scheduling coordinator 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 the CAISO but shall not exceed the lesser of corresponding amounts shown on the e-Tags or meter data from the System Resource.

- d. **<if needed>**Seller shall self-schedule (or in the alternative, bid in at a level between negative \$150/MWh and \$0/MWh) into the CAISO day ahead and real-time markets for delivery during the Delivery Hours.
- e. Energy delivered pursuant to this Confirmation Agreement will not be sourced from resources internal to the CAISO Balancing Authority Area.
- f. 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 balancing authority area and is not committed to another balancing authority area (i.e. no double-counting).
- g. 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 balancing authority area.
- h. Throughout the Delivery Term, Product will be delivered to the Delivery Point using Firm Transmission.
- i. 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 balancing authority area necessary to ensure there is sufficient energy available for Seller to meet its obligation throughout the applicable operating hour.
- j. It is Buyer's sole responsibility to ensure it has obtained sufficient inertia import capability at the Delivery Point.
- k. BPA will be the electricity importer into California for purposes of the Cap and Trade Regulations for the energy delivered pursuant to this Confirmation. The Parties acknowledge that BPA will be solely responsible for satisfying any Compliance Obligation (as defined in the Cap and Trade Regulations) associated with the energy that is scheduled and imported into California pursuant to this Confirmation, and will be responsible for any reporting requirements by an electricity importer (as defined in the Cap and Trade Regulations) for such energy under the Cap and Trade Regulations. For greater certainty, Seller is not assuming or performing on behalf of Buyer any reporting obligations Buyer may have under the Cap and Trade Regulations.
- l. 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 Buy in compliance with the applicable provisions of the Tariff implementing the RA Rules, including, without reservation, the CPUC Final Decision 20-06-028, and section 40.6 of the 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 the 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 the CPUC or other regional entity or entities responsible for RA administration, and (3) provision of a Supply Plan to the 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 the 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 defined 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 the CPUC and/or the 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 and



- 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 the CPUC and/or the 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 (<acronym>),
  - ii. Volume (in MW) of Resold Product,
  - iii. Sale delivery period for Resold Product.

**II. Additional Provisions**

- 1. **Collateral Requirements:** <tbid>
- 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.*). Section 30.1(4) of the

WSPP Agreement is amended by (a) inserting “or requested” after the word “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 CPUC, the 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 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.

We are pleased to enter into this transaction. Please sign and return an executed copy of this Confirmation via fax to BPA 503-230-7463 or email to [PTCContractAdmin@bpa.gov](mailto:PTCContractAdmin@bpa.gov).

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**AGREED AND ACCEPTED**

Bonneville Power Administration

<Buyer Name>

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Print Name: Mark E. Miller

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Print Name: \_\_\_\_\_

Title: Account Executive  
Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT C-SS  
SPECIFIED SOURCE  
CONFIRMATION ATTACHMENT**

<b>a. Identity of Source:</b>
The following (i) facility, generator, unit or (ii) ACS system (“Source”): <b>ACS System</b>
Source CARB IDs, if applicable and available: <b>ARB ID #4000</b>
California Energy Commission RPS ID, if Source is an ERR: <b>N/A</b>
WREGIS ID#, if applicable: <b>N/A</b>
<b>b. Source EF<sub>sp</sub>:</b>
The BPA 2023 ACS Emission Factor posted on the California Air Resources Board website. <a href="https://ww2.arb.ca.gov/mrr-acs">https://ww2.arb.ca.gov/mrr-acs</a>
<b>c. Carbon Adjustment (rapid settlement if Seller delivers higher emissions factor energy than agreed):</b> Carbon Adjustment <b>applies unless</b> the following box is checked:
<input type="checkbox"/> Carbon Adjustment <b>does not</b> 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: <i>[e.g., fixed damages of \$0, \$2, or % of Carbon Adjustment.]</i>
<b>d. EF True-Up (full indemnity for difference between agreed and CARB-assigned emissions factors, settled after verification):</b> EF True-Up <b>does not apply unless</b> one or more of the following boxes that are checked cause a change to EF <sub>sp</sub> or EF <sub>asn</sub> :
<input type="checkbox"/> Change in generator operations or fuel source. <input type="checkbox"/> Prospective or retroactive change in law (including AB32). <input type="checkbox"/> Other, as follows: <input type="checkbox"/> All other circumstances. <input type="checkbox"/> EF True Up damages are limited as follows: <i>[e.g., caps]</i>
<b>e. RECs Disclosure (not applicable for an ACS system Source):</b> Seller represents and warrants that the <b>Source is not an ERR, unless</b> 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 an ERR.
<input type="checkbox"/> The Source is an ERR, and Section 6.c therefore applies.
<b>f. Regulation Incorporation:</b> This transaction is <b>not</b> Regulation Incorporation <b>unless</b> the following box is checked:
<input type="checkbox"/> This transaction is Regulation Incorporation and Section 6.e applies.
<b>g. Additional provisions:</b>

**PRODUCT THREE**  
**FINANCIAL ELECTRICITY SWAP**

Financial transactions can be executed through ISDA Agreements currently in place with BPA counterparties.

BPA generally utilizes Financial Electricity Swap Confirmation agreements generated by its ISDA counterparties.