

Provider of Choice Comparison to Regional Dialogue

Companion to Draft Contract Templates Release, October 31, 2024 Version

Purpose: This document is intended to support review of the October 31, 2024 Provider of Choice draft contract language and draft contract templates. All draft Provider of Choice (POC) contract language is subject to ongoing review and revision given ongoing negotiations between the parties (BPA and its customers). Prior to finalizing the POC contract templates, BPA will publish complete contract templates for public review and comment. The descriptions in this document are for informational purposes only, are not intended to be comprehensive, and do not reflect every change made between the RD and POC contracts. This comparison is neither an interpretation of, nor a substitute for executed contract language. Parties are responsible for reviewing all contract language prior to executing a POC contract.

Regional Dialogue Section	Provider of Choice Section	Regional Dialogue (RD)	Provider of Choice (POC)
1. Term	1. Term	Twenty-year contracts with 17 years of power deliveries. Expires September 30, 2028.	Nineteen-year contracts with 16 years of power deliveries. Expires September 30, 2044.
2. Definitions	2. Definitions	Definitions reflect tiered rate construct with CHWMs. Certain definitions bolded that were aligned with, and updated pursuant to, the TRM.	Definitions updated to reflect POC product design and rates. Definitions are being developed in concert with PRDM development. See separate POC Contract Definitions Edit Tracker for detail.
3. Product Purchase Obligation	3. Product Purchase Obligation	Established Load Following, Block and Slice/Block offerings. Regional Dialogue is a “Take Or Pay” contract, obligating customers to pay for the amount of Firm Requirements Power it is committed to purchase, whether or not customers took actual delivery of such power. Much of section 3 discussed the application, shaping of, and rules applied to Dedicated Resources.	Remains Take or Pay; change from Unspecified Resources to Committed Power Purchase Amounts; increases the power threshold from 200 kW under RD to 1 MW of resources that need to be listed in the contract; addition of Tier 1 Allowance Amount.
4. Block Product (or “Intentionally Left Blank” in LF and Block)	4. Block Product (or “Intentionally Left Blank” in LF and Block)	Described the Block Product for Slice/Block customers, including Tier 1 and, if applicable, Tier 2 Block Amounts. Described allowable Block amount shapes.	Describes the Block Product for Slice/Block customers, including Tier 1 and, if applicable, Tier 2 Block Amounts. Describes allowable Block amount shapes. Includes a draft rewrite to section 4.5 to simplify language regarding Diurnal Flattening Service for Specified Renewable Resources.
5. Slice Product (or “Intentionally Left Blank” in LF and Block)	5. Slice Product (or “Intentionally Left Blank” in LF and Block)	Described the Slice Product for Slice/Block Customers. Initial Slice Percentage fixed for duration of Regional Dialogue with annual adjustment for changes to Tier 1 System Capability. Customer submitted Customer Inputs and scheduled Slice Output Energy for upcoming hour in real time using the Slice Computer Application (SCA).	Describes the Slice Product for Slice/Block Customers. BPA calculates Slice Percentage each Fiscal Year at fifty percent of Tier 1 Net Requirement. Annual CHWM System fixed at 7,250 aMW, eliminates annual adjustment to system capability. Customer submits Customer Inputs for each hour in the following day

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		BPA performed Requirements Slice Output (RSO) test each month to measure Slice Output Energy a customer scheduled to serve TRL. Customer elected to participate in CGS Displacement or receive Replacement Energy. Established Slice Implementation Group (SIG) to ensure SCA accurately represented the capabilities and constraints on the Tier 1 System Resources.	using the SCA in the day ahead timeframe. Customer participates in CGS Displacement, eliminates election option for Replacement Energy. Further discussions on the RSO test and associated contract language will be scheduled for upcoming workshops.
6. Tiered Rate Methodology	6. Public Rate Design Methodology	Established the relationship between the contract and the TRM. The contract included recitations of TRM terms (including definitions of CHWM and RHWM and the formula for calculating RHWMs).	Establishes the relationship between the contract and the PRDM. The language has been updated to reflect that BPA will not be seeking FERC approval on the PRDM.
7. High Water Marks and Contract Demand Quantities	7. High Water Marks	CHWMs were calculated in accordance with the TRM. Stated how the CHWMs, RHWMs, and Contract Demand Quantities (CDQs) are calculated and where the numbers are reflected in the exhibits.	CHWMs will be calculated in the FY 2026 CHWM Calculation Process, reflected in Exhibit B, and can only be adjusted pursuant to the terms and conditions in Exhibit B.
8. Applicable Rates	8. Applicable Rates	Stated the rate schedules that apply to sales, including PF, NR, FPS and mentioned certain additional charges. Pointed to the GRSPs for specific billing determinants.	No longer specifically listing rates and applicable charges and instead points to the 7(i) Processes, the PRDM and GSRPs to capture <i>all</i> associated and listed rates in the relevant documents.
9. Elections to Purchase Power Priced at Tier 2 Rates	9. Elections to Purchase Power Priced at Tier 2 Rates	Customer elections for serving their Above-RHWM Load: 1) power purchased from BPA at Tier 2 rates; 2) non-federal resources (i.e. Dedicated Resources); or 3) a combination of both. Established notice deadlines and purchase periods.	Customer elections for serving their Above-CHWM Load: 1) power purchased from BPA at Tier 2 rates; 2) non-federal resources (i.e. Dedicated Resources); or 3) a combination of both. Customer will make its Above-CHWM Load election for the term of the Agreement (and eliminates the RD concept of notice deadlines and purchase periods).
10. Tier 2 Remarketing and Resource Removal	10. Tier 2 Remarketing and Resource Removal	Stated the rights and obligations relating to non-federal resource removal and Tier 2 remarketing.	Changes include: 1) requires that New Resources serving Above-CHWM Load be removed prior to Tier 2 purchase amounts; 2) if a temporary New Resource removal by a customer would impact its obligation to comply with a state or federal law, then customer may reduce its Tier 2 purchase obligation in addition to existing resource removal.
11. Right to Change Purchase Obligation	11. Right to Change Purchase Obligation	Customers had a one-time right to change their purchase obligation, or product. Per the terms of the Agreement, a customer could notify BPA by May 31, 2016, requesting to change its purchase obligation, which would be effective October 1, 2019. There were limitations, and the customer might be subject to charges for switching products.	Customers have a one-time right to request a change to their purchase obligation, or product. No single deadline will be set by which a customer has to request a product change; customer can submit a request to change products any time between October 1, 2028 and September 30, 2037, in accordance with

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			limitations and charges outlined in the contract. BPA will consider the impact of a customer's product change request on the overall impact of BPA's WRAP QCC obligations.
12. Billing Credits and Residential Exchange	12. Billing Credits and Residential Exchange	This section provides for a total waiver for Billing Credits and a partial waiver of participation in the Residential Exchange Program to protect customers from cost shifts associated with non-federal resources of other customers.	Continues the total waiver of Billing Credits and expands the waiver for the REP to a complete waiver.
13. Scheduling	13. Scheduling	Depending on each customer's circumstances, scheduling requirements can vary dramatically. The bulk of the scheduling terms and conditions reside in Exhibit F.	Few changes are proposed for this section. The scheduling provisions in the body of the contract primarily direct the reader to Exhibit F for the applicable scheduling terms and conditions.
14. Delivery	14. Delivery	Addresses transmission, transfer service, losses, and other issues related to the delivery of power. Establishes the points for the delivery of power. Addresses delivery issues specific to customers either served by Transfer Service or are both directly connected and have PODs served by Transfer Service; such issues include ancillary services and direct assignment of costs.	Some changes: 1) adding a section to address terms and conditions if firm transmission is unavailable; 2) revises "Proportional Scheduling" as it relates to the process and costs associated with a Transfer customer served over multiple transmission systems adding a non-federal resource to serve their load; 3) directly assigns to the customer any transfer service costs incurred for power sold at the NR rate; and 4) revises BPA's commitment to acquire and pay for Transfer Service to all Dedicated Resources serving transfer load and Consumer-Owned Resources serving transfer On-Site Consumer Load.
15. Metering	15. Metering	This section primarily addresses a customer's metering equipment requirements. The meter data requirements are primarily found in section 17 and Exhibit E. Exhibit E establishes the parties' rights and obligations for meters including, but not limited to, operating, maintaining, replacing, testing, providing access to, and paying for meters.	Updates to this section reflect current practices, eliminate redundancy with requirements in section 17, and provide more consistency in language between the Load Following version and Slice/Block and Block versions. Since the start of RD, BPA's Transmission Services (BPAT) executed Network Operating Agreements (NOA) with its NT customers, which include language regarding the ownership, operation, maintenance and financial responsibilities for meters. The POC contract is adding language referring to the NOA, BPA's Metering Application Requirements, other BPAT agreements, and BPA's metering website.
16. Billing and Payment	16. Billing and Payment	All electricity, products, and services sold and purchased under the contract is billed in accordance with this section. This section addresses payment options, late payments and the process for disputed bills.	Updates and adds payment language specifically for federal agencies, and clarifies the timing and process for failure to pay.

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17. Information Exchange and Confidentiality	17. Information Exchange and Confidentiality	Performance of the contract requires the parties to share a lot of information with each other. While detailed requirements of data provision are included throughout the contract, this section describes general requirements of information exchange and addresses the customer’s right to, and process required for, confidentiality for information provided to BPA.	Includes language that customers will provide meter data, historic load data, load and resource data related to NLSLs, resource information, battery and storage facility information (energy storage devices), information necessary for QCC calculation, and other information necessary to administer the contracts. Also, see sections 18 and 19 below for elements pulled from those sections under RD and included in section 17 for POC.
18. Conservation and Renewables	See 17.2.4 under Information Exchange and Confidentiality	Customers agree to cooperate with BPA in any evaluation of conservation programs; provide a 10-year conservation plan to BPA; and report any non-BPA funded conservation measures. The renewables section requires the customer to provide information regarding their renewable resource and REC acquisition plans and provide BPA with copies of any integrated resource plans or forecasts. BPA has routinely waived the customers’ reporting requirements under section 18.	Section 18 was removed in Provider of Choice. However, BPA is retaining its ability to request customers’ long-term integrated resource plans; BPA is including that element into a new section 17.2.4 in Information Exchange and Confidentiality.
19. Resource Adequacy	See 17.2.3 under Information Exchange and Confidentiality	Requires certain customers to send forecasted loads and resources data to Pacific Northwest Utilities Conference Committee (PNUCC) annually, and potentially to the Northwest Power and Conservation Council (Council) in order to facilitate PNUCC’s region-wide assessment of loads and resources.	Since joining WRAP, resource adequacy will have different significance during POC than it did during RD. BPA is moving RD section 19 Resource Adequacy provisions into the POC Information Exchange and Confidentiality as a new section 17.2.3. The POC contract will additionally include language stating that a customer may require PNUCC or Council to execute a non-disclosure prior to providing those third parties with the requested load and resource data.
20. Notices and Contact Information	Exhibit I, Notices and Contact Information	Most information that is sent between BPA and the customer does not need proof that the information was received. This provision provides for the few circumstances where obtaining proof of receipt is a requirement of the contract. The section also includes the contact information for each party’s primary point of contact.	See POC Exhibit I description below.
21. Uncontrollable Forces	18. Uncontrollable Forces	Includes a definition of uncontrollable force and includes examples of events that would and would not constitute an uncontrollable force. Establishes the obligations on both Parties if they experience an uncontrollable force.	Epidemics, pandemics and terrorist acts are being added to the list of examples of an uncontrollable force. The requirement to notify the other party “immediately” of an uncontrollable force was adjusted to a requirement that one party “promptly” notify the other party of an uncontrollable force.

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22. Governing Law and Dispute Resolution	19. Governing Law and Dispute Resolution	Establishes the mechanisms for resolving disputes that arise under the contract and states that the contract is governed by federal law. If a dispute arises, parties are required to make a good faith effort to resolve the dispute informally before initiating litigation or arbitration. Parties must continue operation of the contract while a dispute is pending.	No changes.
23. Statutory Provisions	20. Statutory Provisions	Section 23.1, Retail Rate Schedules: The Bonneville Project Act requires that customers who purchase requirements power from BPA provide a copy of their retail rate schedules. This provision allows customers to notify BPA if the information is already available on their website.	No changes.
		Section 23.2, Insufficiency and Allocations: If, after a reasonable period of experience, the Administrator determines he cannot acquire sufficient resources to meet his load obligations he may restrict his obligations during a period of insufficiency. The provision references BPA’s insufficiency and allocations methodology.	Section 20.2, Insufficiency and Allocations: One edit compared to RD: a change from the term “federal power” to “electric power” which aligns with the NW Power Act.
		Section 23.3, New Large Single Loads and CF/CTs: This provision establishes the service to NLSLs and CF/CTs and points to Exhibit D where such types of load and their amounts are identified. It requires that the customer provide notice of loads that are likely to become NLSLs (Potential or Planned NLSLs).	Section 20.3, New Large Single Loads and CF/CTs: BPA is taking some language from Exhibit D and including it into section 20.3. Some of the language is being reorganized to improve flow and readability and add clarity to the language. Should a Load Following customer request BPA to supply firm power to serve a Planned NLSL or an NLSL, terms and conditions are included to allow BPA to perform a service study to assess its ability to meet such a request. The section also expands flexibilities for Consumer-Owned Resources serving an NLSL.
		Section 23.4, Priority of Pacific Northwest Customers: This provision incorporates by reference the 1964 Regional Preference Act and sections 9(c) and 9(d) of the Northwest Power Act affirming regional and public preference to Federal power generated in the Northwest consistent with BPA statutes.	Section 20.4, Priority of Northwest Customers: edit to change the term “federal power” to “electric power” which aligns with the NW Power Act.
		Section 23.5, Prohibition on Resale: This provision precludes the resale of Firm Requirements Power, which is defined as power provided under section 5(b) of the Northwest Power Act.	Section 20.5, Prohibition on Resale: No changes.

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		<p>Section 23.6, Use of Regional Resources: This provision helps ensure BPA’s 9(c) Policy is enforceable. It requires a customer to notify BPA before they export power from a Generating Resource or Contract Resource that has been used to serve firm consumer load, and allows BPA to decrement the customer’s power purchases from BPA if they do not report an export out of region.</p>	<p>Section 20.6, Use of Regional Resources: This section includes edits to update terminology (i.e., Purchase Period changed to Rate Period), reflect current circumstances (PNCA expiring), and delete the definition of firm power. Additionally, BPA is adding a new subsection that states participation in a day ahead market will not be considered an “export outside the Region” if specific criteria are met.</p>
		<p>Section 23.7, BPA Appropriations Refinancing: The 1996 BPA Refinancing Act requires that BPA offer to include section 3201(i) of the Act in its contracts. By incorporating this provision, customers are held harmless from any congressional legislation to refinance BPA’s debt during the term of the contract.</p>	<p>Section 20.7 adds the US Code reference in the citation of the BPA Refinancing Act.</p>
<p>24. Standard Provisions</p>	<p>21. Standard Provisions</p>	<p>Section 24.1, Amendments: Ensures that any amendment of the Agreement will be in writing (no verbal amendments) and agreed to by both parties, unless the contract specifically allows for a provision to be unilaterally amended.</p>	<p>Section 21.1, Amendments: No changes.</p>
		<p>Section 24.2, Entire Agreement and Order of Precedence: The Agreement, including documents incorporated by reference (such as the Northwest Power Act and the BPA Refinancing Act), constitute the entire agreement. If there is a conflict between something stated in the body of the Agreement and an exhibit, what is stated in the body prevails over the exhibit.</p>	<p>Section 21.2, Entire Agreement and Order of Precedence: No changes.</p>
		<p>Section 24.3, Assignment: Allows for the assignment of the contract and ensures that the contractual obligations would still be met after assignment. Outlines limitations under which BPA could reasonably withhold its consent to an assignment. There were two versions of this clause because cooperative customers who obtained financing through the Rural Utility Service must have also obtained RUS approval before they could assign the contract to another entity.</p>	<p>Section 21.3, Assignment: Deleted a repetitive sentence.</p>
		<p>Section 24.4, No Third-Party Beneficiaries: The only legal beneficiaries under the RD contract are BPA and the customer. End-users do not have standing under the Agreement and are not beneficiaries.</p>	<p>Section 21.4, No Third-Party Beneficiaries: No changes.</p>

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		Section 24.5, Waivers: Waivers must be in writing and signed by the waiving party. Waivers are non-precedential and do not imply or cause a waiver of any other provision of the agreement than the one being waived.	Section 21.5, Waivers: No changes.
		Section 24.6, BPA Policies: References in the RD contract to BPA policies do not mean that the customer either agreed with those policies or waived its rights to challenge the legality of those policies.	Section 21.6, BPA Policies: No changes.
		Section 24.7, Rate Covenant and Payment Assurance: Requires the customer to set its rates high enough to make the payments required under the RD contract. The provision allows BPA to require payment assurance, such as a letter of credit, if it determines the customer may not be able to pay its bills.	Section 21.7, Rate Covenant and Payment Assurance: One section reference change from RD section 20, Notices and Contact Information to POC Exhibit I, Notices and Contact Information.
		Section 24.8, Bond Assurances: This provision was only included in RD contracts of cooperatives and tribal utilities. Under RD, BPA retained the right to adjust an impacted customer's CHWM if it annexed load resulted in exceeding the established 2.8% threshold.	Section 21.8, Bond Assurances: While this provision will still only be included in POC contracts of cooperatives and tribal utilities, BPA is developing a Load Following/Block version and a Slice/Block version. For POC, BPA is adding changes that would limit an applicable cooperative's Slice Percentage so that the Slice amount is equal to the threshold amount. This limit would be on top of the 50% Slice percentage limit in the Slice/Block product and would be an additional check done annually when Slice Percentages are calculated. With this approach, BPA's sale of the Slice/Block product should avoid a direct use of CGS above the de minimis threshold; however, BPA is including language that states BPA would pass through any remediation costs should unforeseeable circumstances occur that would cause remedial action.
N/A	22. Future Amendment for Day-Ahead Market	This provision was not in Regional Dialogue.	If BPA joins a day ahead market, BPA commits, with this new provision, to 1) conduct a public process to negotiate amendments to the POC contract necessary to facilitate participation in such market and 2) conduct a separate and subsequent public process on settlements for the Slice Product in a day ahead market.
25. Termination	23. Termination	For BPA's right to terminate, section 23 points to other sections of the contract that allow BPA the right to terminate if a customer fails to pay its bills or provide	Because BPA will not seek FERC approval of the PRDM, the section on the customer's right to terminate has not been included in POC.

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		payment assurance. The customers' right to terminate was tied to FERC's approval of the Tiered Rate Methodology.	
26. Signatures	24. Signatures	During the term of Regional Dialogue, BPA adopted (optional) electronic signatures on its offered contract actions and changed its Signature clause. The provision states that the contract action is executed as of the last date that the bilateral contract action was signed.	No changes.
Exhibit A, Net Requirements and Resources	Exhibit A, Net Requirements and Resources	At a high level, a customer's Net Requirement, as the amount of power it may purchase from BPA, is its Total Retail Load minus its Dedicated Resources. The RD Exhibit A differs depending on a customer's purchase obligation (product), but it captures the elements of the customer's Net Requirement including non-federal resources. For planned product customers, Exhibit A includes forecast TRL and forecast Net Requirements.	BPA has added updates to this exhibit that would both increase efficiencies and reflect resource changes in other sections of the contract: 1) Unspecified Resources are being updated to reflect the change to "Committed Power Purchase Amounts"; 2) BPA is adding language on Tier 1 Allowance Amount (consistent with section 3.5.2); and 3) BPA is removing Small Non-Dispatchable Resources and Super Peak. A "Delivery Plan" (associated with section 14, Delivery) and "Applied Tier 1 Allowance Amount" data elements are being added to the Resource Profile sections within Exhibit A. BPA is also considering a more streamlined set of resource shaping options.
Exhibit B, High Water Marks and Contract Demand Quantities	Exhibit B, Contract High Water Marks	The RD Exhibit B states a customer's CHWM, the conditions under which a customer's CHWM could change, the customer's Contract Demand Quantity (CDQ) Amounts, and the conditions under which a customer's CDQ would be changed.	This exhibit will state a customer's CHWM and the conditions under which a customer's CHWM could change. Consistent with the POC Final Policy and ROD, BPA is updating the language specific to NLSL corrections and annexations. New sections are being added specific to the CF/CT adjustment and small utility adjustment, and updates are being made to the tribal utility section and US DOE Richland section. BPA is removing all mention of CDQs from the exhibit.
Exhibit C, Purchase Obligations	Exhibit C, Purchase Obligations	Establishes customer's Firm Requirements Power at Tier 1 Rates and Tier 2 Rates. The RD Exhibit C was different depending on a customer's purchase obligation (product).	This exhibit establishes a customer's Firm Requirements Power purchase amounts at Tier 1 Rates and Tier 2 Rates, and includes four Provider of Choice Above-CHWM Load election options along with a Tier 2 Vintage offering. A customer makes its Above-CHWM Load service election once for the term of the Agreement, though options for a one-time election change are provided. This exhibit also establishes Tier 1 Block options for the six Block product offerings that BPA has proposed and will include the calculation

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			details of the Block portion of the Slice/ Block product, as applicable.
Exhibit D, Additional Products and Special Provisions	Exhibit D, Additional Products and Special Provisions	Commonly referred to as “unique and special issues”, Exhibit D is home for unique or non-standard provisions that do not logically fit in other sections of the contract to address a customer’s unique and/or special circumstances. Information on a customer’s CF/CTs and NLSLs, if any, are contained in section 1 of Exhibit D. Over the term of RD, BPA added new options to section 1, including the option for Planned NLSLs. Section 2 of Exhibit D contains the Resources Support Services terms and conditions, if a customer purchased such. Section 3 covers Irrigation Rate Mitigation, again, if the customer receives the irrigation discount. Other provisions commonly found in Exhibit D, as applicable, include Grandfathered GMS, Limitations on Exchange of Existing Resources (related to Residential Exchange Program), WREGIS Subaccount language, and Baseline Delivery Percentages and Amounts (or Proportional Scheduling).	BPA will continue to utilize Exhibit D as the home for unique and non-standard provisions that do not logically fit in other sections of the contract. However, BPA has proposed to move the RSS provisions to the new Exhibit J. The ‘Limitations on Exchange’ provision does not apply under POC and will not be included. BPA has restructured ‘Proportional Scheduling’ in section 14, Delivery such that the Baseline Delivery Percentages language is no longer needed in Exhibit D. Also, BPA includes the WREGIS Subaccount provisions in Exhibit H, so those will no longer be contained in Exhibit D. Edits to section 1 of Exhibit D, NLSLs and CF/CTs, are intended to improve the flow, understandability and clarity of the NLSL language. Language is being added that will apply to Load Following customers requesting firm power from BPA to serve NLSLs.
Exhibit E, Metering	Exhibit E, Metering	Exhibit E, Metering, is found in all RD contracts, though there are two versions. One version is for Load Following customers and any Block or Slice/Block customer that does not operate their own balancing authority areas (BAA); this version includes considerable detail about customers’ meters. The second version is for Block or Slice/Block customers that operate their own BAAs, with limited meter information captured in Exhibit E. Over the term of RD, BPA, for administrative efficiency purposes, introduced a table format for some customers’ Exhibit E revisions.	BPA is including a table format for all customers’ Exhibit Es. BPA is proposing that after the Parties have the opportunity to agree to proposed changes in a revision, BPA would have the unilateral right to revise the exhibit if the customer unreasonably delays or withholds their review and approval.
Exhibit F, Scheduling or Transmission Scheduling Service	Exhibit F, Scheduling or Transmission Scheduling Service	At a high level, Exhibit F is an operational exhibit outlining the parties’ respective obligations regarding scheduling of BPA provided power and customers’ non-federal resources. Certain customers are required and some customers could elect to purchase Transmission Scheduling Service; these customers received Exhibit F, Transmission Scheduling Service. This exhibit has been revised numerous times to provide additional services and options to customers, including Transmission Curtailment Management Service and TSS-Partial. Consequently, several versions exist.	BPA has not yet brought proposed Exhibit F language for POC to workshop. However, at a high level, BPA anticipates again having numerous versions of Exhibit F based on a customer’s characteristics. Exhibit F will contain the parties’ respective obligations regarding scheduling of BPA-provided power and customers’ non-federal resources. BPA is seeking administrative efficiencies as it drafts Exhibit F language for POC.

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Exhibit G, Principles of Non-Federal Transfer Service (or “Intentionally Left Blank”)	Exhibit G, Terms Related to Transfer Service	Exhibit G was only included in transfer customers’ contracts and was left blank for all directly connected customers. Section 14.6.7 of the RD contract states that BPA would offer a separate contract after the RD contracts were signed under which BPA would obtain transfer service for delivery of non-Federal resources to the customer. Exhibit G listed the principles which formed the basis for that stand-alone Agreement, which would become the Transfer Service Support for Non-Federal Resources Agreement (TSSA).	BPA is proposing to fold the terms and conditions of the TSSA and the related Reimbursement Agreement into Exhibit G of the POC contract for administrative efficiency.
Exhibit H, Renewable Energy Certificates and Carbon Attributes	Exhibit H, Renewable Energy Certificates and Environmental Attributes	Exhibit H provides the procedures for BPA’s transfer of RECs to customers and established the principles for distributing (any future) Carbon Credits. Exhibit H was renegotiated and amended as part of the REP Settlement.	Governs BPA’s transfer of RECs and Environmental Attributes consistent with the POC final Policy and commensurate with the physical amount of power purchased. Other changes include: BPA is proposing to not lock its Environmental Attribute allocation methodology down in the contract and, instead, would engage customers through a public process after the conclusion of each Rate Case and prior to a new Rate Period during POC to determine the details of the allocation for the upcoming Rate Period. BPA is also adding new language regarding a transfer of Emissions Allowances from customers to BPA, when BPA needs such Allowances to cover the customer’s state compliance obligations. BPA is no longer offering to remarket RECs for customers.
Exhibit I, Critical Slice Amounts	N/A	Exhibit I section 1 states the Adjusted Annual RHWMTier 1 System. Section 2 describe how BPA calculated Critical Slice amounts $AART1SC * Slice \%$ and stated the Customer’s monthly Critical Slice Amount in aMW and MWH.	RD Exhibit I section 1 (AART1SC) has been deleted. RD Exhibit I, section 2 (Firm Slice Amount) has been moved to Exhibit K, section 3.
20. Notices and Contact Information	Exhibit I, Notices and Contact Information	See RD section 20 description above.	For administrative efficiencies, BPA moved the Notices and Contact information into an exhibit. One change, other than location, is that BPA will have the unilateral right to update the contact information upon notice of a change to a party’s contact information. Additionally, POC will allow for a party, upon request, to have more than one contact person listed in Exhibit I.
Exhibit J, Preliminary	N/A	Preliminary Slice Percentage was the Slice percentage request by customer before adjustment for Unsold Slice	RD Exhibit J, Preliminary Slice Percentage and Initial Slice Percentage has been deleted.

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Slice Percentage and Initial Slice Percentage		Amount and Maximum Additional Slice. Initial Slice Percentage is Preliminary Slice Percentage with Unsold Slice Amount and Maximum Additional Slice.	
N/A	Exhibit J, Additional Resource and Energy Storage Device Requirements	This provision was not in Regional Dialogue.	This new exhibit will be used to identify a customer's resource and energy storage device-related elections and requirements. There have been several new resource related elections/requirements developed during Regional Dialogue (Resource Support Services (RSS) and Transmission Curtailment Management Service (TCMS)) and being introduced under Provider of Choice (resource adequacy requirements and energy storage devices). Exhibit J will capture specific elections/ requirements, by resource, to better organize the resource related exhibit information for clarity, ease and administrative efficiency.
Exhibit K, Annual Determination of Slice Percentage	Exhibit K, Annual Slice Percentage and Firm Slice Amounts	Exhibit K includes the following items: Section 1.1 Definitions Section 1.2 Slice Percentage Adjustment Ratio: Adjusted Slice Customers' Initial Slice Percentage for changes in annual Tier 1 System Capability Section 1.3 Adjustments for Annual Net requirement less than AART1SC*ISP*SPAR Section 2: annual Slice Percentage	Exhibit K provides the following items, consolidates amounts that were in multiple Regional Dialogue exhibits: Section 1: Annual Slice Percentage: inputs and Slice Percentage calculated pursuant to section 5.3. Section 2: Annual CHWM: monthly amounts Section 3: Firm Slice Amount: monthly amount stated in aMW and MWH, calculated pursuant to section 5.4.
Exhibit L, RHWM Augmentation	N/A	Exhibit L states the RHWM Augmentation amounts established in each Rate Period. RHWM Augmentation was a component of the BOS Base Amount and provided to customers in the Flat Annual Shape.	Exhibit has been deleted. See below for description of Provider of Choice Exhibit L.
Exhibit M, Slice Computer Application	Exhibit L, Slice Computer Application	Established the Slice Computer Application that consisted of the Slice Water Routing Simulator, the Balance of System Module, the Default User Interface, and other related processes used for scheduling, tagging, and accounting of Slice Output and communication of information between BPA and Slice Customers.	Use of the SCA and its components to request Slice Output Energy will continue. BPA Simulator Parameters and Customer Inputs adjusted to align with the day-ahead submission deadline. Customer will submit a preliminary Simulated Operating Scenario ahead of Customer Inputs submission deadline. Adds provisions for constraints that cannot be modeled accurately in SCA. Adds procedures to request shielding of Simulated Operating Scenario constraint violations.
Exhibit N, Slice Implementation Procedures	Exhibit M,	Described Storage Offset Adjustment and Deviation Accounting in SCA. Provided procedures for Operating	Preserves procedures used in Regional Dialogue. Aligns SOA and Deviation Returns with day-ahead

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	Slice Implementation Procedures	Constraint Violations and BOS Flex Validations. Described Grand Coulee Project Storage Bounds.	Slice Output Energy Request. Customer Input submission deadline included.
Exhibit O, Interim Slice Implementation Procedures	N/A	Exhibit O described the interim procedures that BPA and Slice Customers would use if the Slice Computer Application Implementation Date was established after 10/1/2011.	Exhibit has been deleted.
Exhibit P, Slice Computer Application Development Schedule	N/A	Exhibit P described the milestones and dates for development of the Slice Computer Application. Exhibit P dates were not binding. The binding SCA Implementation Date was provided in Section 5 in the body of the Agreement.	Exhibit has been deleted.
Exhibit Q, Determination of Initial Slice Percentage	N/A	Exhibit Q described the process that BPA used to establish Initial Slice Percentages. Regional Dialogue included a mechanism to increase a customer's Slice Percentage if the total Slice Percentage requested by all customers was less than the limit established by BPA.	Exhibit has been deleted.