

# Salt River Project

## 2023 All-Source RFP for Peaking Capacity

*Revised March 23, 2023*

### I. Purpose and Scope

SRP's service territory continues to experience significant growth. This continued projected growth, combined with potential challenges with new resource development, planned coal retirements, and ongoing Colorado River drought conditions, creates a need for additional power generation resources to ensure that SRP can maintain reliable electric service beginning in summer 2026. Accordingly, SRP is issuing this All-Source Request for Proposals (2023 ASRFP) to seek additional resources that can provide at least 200 MW at the summer peak to be online as early as May 1, 2026 and at least an additional 300 MW by May 1, 2027 subject to load forecasts.

SRP also seeks to add up to 500 MW of new carbon-free resources. To the extent that 500 MW of carbon-free energy is not satisfied by the selected proposals for peak capacity, SRP may procure additional carbon-free resources, if projects are determined to be feasible, cost effective, and SRP determines it can accommodate these additional resources while maintaining customer reliability.

SRP will also be developing a proposal for flexible natural gas units to be located at a site to be selected in the coming months. SRP's analysis of the pricing and information submitted in response to its 2021 All-Source RFP suggest that flexible natural gas units represent the most cost-effective resource that will provide the necessary reliability and maintain SRP's path to meeting our sustainability goals. SRP also recognizes that the market is changing and evolving quickly, and that the passage of the Inflation Reduction Act provides an opportunity to consider other resource alternatives. SRP is issuing this RFP to seek cost-effective alternatives to the flexible natural gas proposal that it will be developing. SRP expects to present the top scoring resource options and a recommendation to its Board of Directors in late 2023.

SRP is an agricultural improvement district organized under the laws of the State of Arizona and provides retail electric service to more than 1 million residential and business customers in and around the Phoenix metropolitan area. SRP serves the energy needs of its customers from generation that is produced with a diverse fuel mix that includes nuclear, coal, hydroelectric, natural gas, and renewable resources including solar, battery storage, wind, biomass, and geothermal. SRP is rated AA+ by S&P Global Ratings and Aa1 by Moody's Investors Service, Inc. and is headquartered in Tempe, Arizona.

SRP has a strong history of stewardship associated with the water and power resources it provides to the Salt River Valley and a strong commitment to the environment.

### II. Requested Proposal

SRP will consider resources that can provide at least 25 MW of nameplate capacity or greater. SRP will consider proposals for capacity provided by eligible resources including but not limited to, solar and/or wind paired with energy storage, grid charged energy storage, natural gas combined cycle, natural gas simple cycle, combustion turbines, reciprocating engines, and geothermal. Respondents are encouraged to submit alternative project sizes for the same point of interconnection.

For each proposal that includes carbon-free resources paired with storage, respondents should also submit alternate pricing that does not include

storage. This pricing information that excludes storage does not count as an “alternate proposal” as described in Section IV, Paragraph G (Bid Fees).

Respondents that submit proposals for a technology not listed above should submit a question through the messaging system in eRFx and SRP will determine if it is eligible. SRP is not seeking incremental proposals for demand response because we are working with current aggregators to expand our existing program.

SRP’s summer peak need is from June-September during the hours ending 1700-2200 (Arizona time). The initial 200 MW of proposed projects must come online by June 1, 2026 and the remaining 300 MW by June 1, 2027. Detailed descriptions of these requested proposals can be found in Section XII. Resources that offer dispatch flexibility provide the greatest value to SRP and are preferred. Please see **Appendix A** for a more detailed depiction of the peaking hours and associated values.

All Proposals must provide the requested information and descriptions specified within this RFP. SRP will review Proposals relative to its current resource plan and may elect, for any reason, not to pursue a transaction.

### III. Schedule

The RFP process will proceed according to the following schedule:

- |  |                   |
|--|-------------------|
| 1) RFP Issue Date:                           | February 27, 2023 |
| 2) Web Conference for Respondents:           | March 20, 2023    |
| 3) Pre-Bid Information Due from Respondents: | April 3, 2023     |
| a. Notice of Intent to Respond               |                   |
| b. Executed Non-Disclosure Agreement         |                   |
| 4) Bid Proposals Due:                        | April 27, 2023    |
| 5) Short List Selection:                     | October 1, 2023   |

### IV. Proposal Content and Submission Instructions

- A. By submitting a proposal in response to this RFP, the respondent acknowledges and agrees that: (1) it has or will obtain the transmission necessary to effect delivery of the energy as set forth in a proposal (if applicable); (2) its final proposal constitutes an offer that shall remain irrevocable until the conclusion of SRP’s evaluation process at which time SRP may select a Respondent with whom to finalize the terms of a transaction.
- B. Respondents must register online using the Wood Mackenzie Supply Chain Sourcing Intelligence® platform, also referred to as the eRFx platform, provided at **<http://srpnet.com/AllSourceRFP>**. The platform will serve as the means of communication between Bidders and SRP. All response material to the Proposal, including necessary attachments, must be uploaded using the platform. Registration enables access to all RFP-related documents and allows for the submission of questions before the March 20, 2023 web conference, as further detailed in Section VI below. All

communications from respondents to SRP, including questions regarding the RFP, must be submitted via the eRFx messaging system.

- C. Registered participants who have reviewed and satisfied all items in the Minimum Requirements section of the applicable Appendix must, as a condition to submitting a proposal, submit, via eRFx, the pre-bid information consisting of a completed Notice of Intent to Respond and an executed Non-Disclosure Agreement on or before 5:00 PM (Arizona time) on April 10, 2023.
- D. Respondents must ensure that all information requested in the checklist (see Attachment A) is included with the proposal, as appropriate. Proposals that do not contain all required information or do not fully reflect the specifics of the checklist will be considered non-responsive and will not be evaluated. In addition to the required information, respondents should include with their proposals any information that may be needed for a thorough understanding or evaluation of their proposals.
- E. Proposals must be submitted electronically via eRFx, signed by a person with authority to bind the respondent to all terms and conditions contained in the proposal. ALL CONFIDENTIAL MATERIAL MUST BE CLEARLY MARKED AS CONFIDENTIAL. ANY MATERIAL NOT MARKED CONFIDENTIAL SHALL BE DEEMED TO BE NON-CONFIDENTIAL.
- F. Proposals, including all attachments and exhibits, must be received on or before 5:00 PM (Arizona time) on Tuesday, April 27, 2023. Proposals received after this time will not be accepted. Proposals must be accompanied by a non-refundable deposit of \$10,000 per project (calculated as set forth in subsection (g) below), delivered in immediately available funds according to wire instructions which will be provided by SRP. Any other form of payment must be pre-approved by SRP in advance. Each \$10,000 deposit must be received on or before 5:00 PM (Arizona time) on April 27, 2023. Any costs or fees associated with wiring the funds shall be paid directly by the respondent.
- G. For purposes of calculating the necessary deposit, each proposal submitted by a respondent which proposes a unique (separate) dedicated interconnection will be considered a separate project that requires a \$10,000 deposit. Proposals with a unique interconnection point may provide different delivery point options. Each unique delivery point will be considered an alternative structure. For each proposal submitted, respondents may provide up to two alternative structures or sizes per \$10,000 deposit, as long as the project relies on the same interconnection point. For example, one \$10,000 deposit would cover a) one primary proposal of 500 MW; and b) alternate pricing for a 200MW project and a 300MW project with the same interconnection but different delivery point.
- H. All proposals, attachments and exhibits become the property of SRP, and will not be returned.
- I. By submitting a proposal, the bidder agrees to do business in accordance with SRP's business ethics policy, which provides that members of SRP's governing bodies, its officers and employees and their family members shall not accept any gift or benefit offered in an attempt to influence a purchasing decision.

## V. Respondents' Conference

SRP plans to conduct a web-based conference for respondents on March 20, 2023. The time will be provided in advance to registered parties. The purpose

of the conference is to allow potentially interested respondents the opportunity to ask questions and seek additional information or clarification about the RFP. To make the meeting as productive and informative as possible, respondents are encouraged to submit questions using the eRFx platform through the Messaging tab at least two (2) days prior to the meeting. Bidder should expect its questions and SRP's responses to those questions will be shared with all Bidders. Instructions for signing onto the web-based conference will be sent to bidders via the Messaging tab, as well.

## **VI. Changes to RFP, Schedules, and Addenda**

SRP reserves the right to revise, suspend, or terminate this RFP process and to revise any related attachment or schedule related to it at its sole discretion without liability to persons or entities receiving or responding to this RFP. Changes regarding the status, schedule or other communications related to this RFP will be communicated via eRFx to the contacts identified by the respondents on the Notice of Intent to Respond.

## **VII. Master Agreement**

Proposals for which SRP wishes to pursue negotiations will be sent a pro forma agreement containing the terms and conditions acceptable to SRP. SRP understands that respondents may desire to modify the pro forma agreement and anticipates negotiating with selected respondents to develop documents acceptable to both parties.

## **VIII. Confidentiality**

A Nondisclosure Agreement is included with this RFP (see Attachment B). Edits to the Nondisclosure Agreement will not be accepted. The Nondisclosure Agreement must be signed and submitted with the Notice of Intent to Respond on or before 5:00 PM (Arizona time) on April 3, 2023 via eRFx. Upon receipt, SRP will execute the Nondisclosure Agreement and return one copy to the respondent's listed contact information.

## **IX. Evaluation of Proposals**

Respondents' proposals must include sufficient detail to evaluate all charges associated with the proposal. Respondents are advised that proposals from entities that meet minimum credit criteria will be evaluated considering a number of factors including, but not limited to, peak capacity contribution, flexibility, resource diversity, capacity cost, energy cost, emissions, land/water use, development considerations, counterparty risk, and location. To the extent that projects awarded to meet peak capacity do not provide carbon-free energy, SRP will evaluate carbon-free energy proposals using several factors including flexibility, resource diversity, energy cost, land/water use, development considerations, counterparty risk, and location.

The evaluation process will include a review of transmission and/or distribution interconnection and access, project location, evidence of site control, evidence that any necessary permits or authorizations will be obtained in sufficient time to meet the desired commercial operation date, evidence of respondent's ability to finance construction of the project and feasibility of proposed construction schedule (if applicable).

Proposals that have been determined to rank the highest in the initial evaluation will then be placed in portfolios and used in a production cost model to evaluate how well the Proposals can meet SRP capacity needs and support system reliability at the lowest cost on a net present value basis.

Respondents must state whether their offers are subject to any internal, governmental or third-party approvals or any other conditions, specifically identify such approvals and conditions, provide the status of such approvals or conditions, and provide a schedule for receipt of such approvals or satisfaction of such conditions.

Selection and elimination of proposals and subsequent notification of respondents at all stages of the evaluation will remain entirely at SRP's discretion. SRP's intent is to notify respondents of those proposals that are eliminated from further consideration under this solicitation within a reasonable amount of time, which will be determined by SRP at its sole discretion.

## X. Execution of Contracts

SRP reserves the right to negotiate with a respondent or with more than one respondent. SRP reserves the right to reject any or all offers if SRP determines that such offers are not in the best interests of its customers. SRP's acceptance of any offer is subject to approval by SRP's Board of Directors.

Those respondents that submit proposals do so without legal recourse against SRP, its Board of Directors, management, employees, agents, or contractors based on SRP's rejection in whole or part of their proposal or for failure to execute any agreement. SRP shall not be liable to any respondent or to any other party, in law or equity, for any reason whatsoever relating to SRP's acts or omissions arising out of or in connection with this RFP.

SRP reserves the right to determine the final contract instrument(s) for any transaction, each of which may be subject to approval by SRP's Board of Directors.

## XI. Additional Reservation of Rights

SRP RESERVES THE RIGHT AT ANY TIME, IN ITS SOLE DISCRETION, TO ABANDON THIS RFP PROCESS, TO CHANGE THE BASIS FOR EVALUATION OF PROPOSALS, TO TERMINATE FURTHER PARTICIPATION IN THIS PROCESS BY ANY PARTY, TO ACCEPT ANY OFFER OR TO ENTER INTO ANY DEFINITIVE AGREEMENT, TO EVALUATE THE QUALIFICATIONS OF ANY RESPONDENT OR THE TERMS AND CONDITIONS OF ANY PROPOSAL, AND TO REJECT ANY OR ALL PROPOSALS, ALL WITHOUT NOTICE, AND WITHOUT LIABILITY OF SRP, TO ANY RESPONDENT. SRP SHALL HAVE NO OBLIGATION TO CONSIDER ANY OFFER. SRP WILL NOT REIMBURSE RESPONDENTS FOR THEIR EXPENSES UNDER ANY CIRCUMSTANCES, REGARDLESS OF WHETHER THE RFP PROCESS PROCEEDS TO A SUCCESSFUL CONCLUSION OR IS ABANDONED.

## XII. Minimum Proposal Requirements

In addition to the technology specific requirements described in **Appendices B - E**, unless expressly noted below, proposals must satisfy the following minimum qualifications regardless of the resource technology proposed. Proposals that do not satisfy the minimum proposal requirements will be considered non-responsive and will not be evaluated.

## A. Minimum Qualifications

1. If proposing thermal generation, the transacting entity (or its principals) must have at least 5 years of utility scale generation experience with proposed technology and at least one 100 MW generation project in operation in the U.S.
2. If proposing geothermal, renewable energy plus storage or grid-charged energy storage, the transacting entity (or its principals) must have demonstrated experience with similar, utility-scale (at least 25 MW) projects in the U.S.
3. Respondent must be able to provide the required non-refundable deposit fee for each project submitted for the RFP.
4. If selected as a proposal for negotiation, the transacting entity must be able to provide a deposit of up to \$250,000 for a transmission level interconnection study, if applicable.
5. Respondent must indicate if the transacting entity is rated investment grade or higher by S&P or Moody's. If not rated investment grade, transacting entity must be willing to obtain credit support in the form of a guaranty or similar instrument from an investment grade entity, or provide collateral in the form of cash margin, a letter of credit, or similar instrument, in order to cover its obligations under any such agreement with SRP.
6. Proposals must include all information requested in the checklist (see **Attachment A**)

## B. Eligible Resources

Below are examples of technologies, or combinations of technologies for which SRP will consider receiving proposals (in alphabetical order):

1. Combined cycle combustion or steam turbines
2. Geothermal
3. Grid-charged energy storage
4. Reciprocating engines
5. Renewable energy (wind or solar) paired with energy storage technologies
6. Renewable energy without energy storage (for carbon-free resources)
7. Simple cycle combustion turbines
8. Other (subject to pre-approval by SRP)

## C. Minimum Technical Requirements

A detailed description of the minimum technical requirements of certain eligible resources can be found in **Appendices B - E**. Proposals must include a complete description of how the proposed resource will achieve the requirements.

## **D. Eligible Commercial Transaction Structures**

1. Geothermal – Power Purchase Agreement (PPA)
2. Grid-charged energy storage – PPA capacity toll (\$/kW-month), build-transfer
3. Renewable energy (solar, wind) paired with energy storage – PPA with capacity toll for flexibility services (\$/kW-month) with option to purchase, build-transfer
4. Thermal generation – Acquisition, build-transfer, PPA toll, physical heat rate call option

## **E. Pricing**

For proposed tolling and power purchase agreements, SRP is requesting pricing with non-escalating capacity and/or energy charges. See specific pricing options in **Appendices B – E**.

## **F. Interconnection Transmission and Distribution**

SRP does not have a specific location preference for projects. However, respondents should review Appendix G for SRP transmission system limitations and deliverability guidance. Proposals located both in and outside of SRP service territory in the greater Phoenix metropolitan area will be considered. SRP will not provide space at existing facilities or SRP-owned property.

SRP is seeking projects that can be delivered to the SRP transmission system. A completed interconnection agreement and/or transmission service agreement is not required at the time of proposal submittal. Respondents are responsible for any interconnections, transmission service and electric losses up to the point of interconnection with SRP's electric system. Respondents should include all transmission costs required to deliver energy to the SRP system in the proposed product price. All proposals will be required to identify and provide a description of those arrangements.

SRP encourages respondents to provide preliminary transmission system studies that demonstrate the project's feasibility. The studies, which should be focused on power flow impacts, will provide the respondents with preliminary knowledge about the best locations for interconnection of incremental generation. Appendix G includes guidance on SRP system constraints that may influence interconnection feasibility. These studies are not a substitute for Feasibility and System Impact Studies conducted as part of SRP's interconnection process. Respondents may request Base Case Data to aid in modeling by contacting [SRPInterconnections@srpnet.com](mailto:SRPInterconnections@srpnet.com)

For proposals that include an interconnection to SRP's transmission system, respondents should also review SRP's Facility Connection Requirements (FCR) which are published at <http://www.oasis.oati.com/SRP/index.html>. Bidders are responsible for complying with SRP's applicable Facility Connection Requirements. The scope of the document is limited to the technical requirements for connected facility design and operation. These requirements do not preclude the need for specific Interconnection Agreements between SRP and entities connecting to the transmission system.

### **G. Site Control**

Respondents must provide evidence of a feasible site selected and of site control, which evidence may consist of one or more of the following: an executed option to purchase or lease; an executed lease; an executed purchase agreement; a BLM right-of-way grant; an executed agreement with the Arizona State Land Department; any other document evidencing site control satisfactory to SRP in its sole discretion. Notwithstanding the foregoing, if the respondent does not have site control when the proposal is submitted, the respondent may submit signed letter of intent or comparable instrument demonstrating the respondent's intention and ability to obtain site control through an appropriate purchase, lease, or license.

## **XIII. SRP Supplier Diversity**

**Attachment E** is SRP's Supplier Diversity policy. The results of the SRP Supplier Diversity initiative are for informational purposes only. The results of the initiative will not be weighed with regards to the evaluation of the RFP or selection of a supplier. However, all suppliers are strongly encouraged to participate in the initiative.



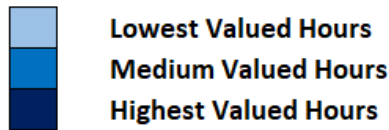
## Appendix A

### Peaking Capacity Delivery Periods

SRP is soliciting proposals for resources to provide electricity to meet peak demand during the following periods:

|     | Hour Ending |   |   |   |   |   |        |        |        |    |    |    |    |    |        |        |         |         |         |         |         |         |         |        |
|-----|-------------|---|---|---|---|---|--------|--------|--------|----|----|----|----|----|--------|--------|---------|---------|---------|---------|---------|---------|---------|--------|
|     | 1           | 2 | 3 | 4 | 5 | 6 | 7      | 8      | 9      | 10 | 11 | 12 | 13 | 14 | 15     | 16     | 17      | 18      | 19      | 20      | 21      | 22      | 23      | 24     |
| Jan |             |   |   |   |   |   | Medium | Medium | Medium |    |    |    |    |    |        |        |         |         |         |         |         |         |         |        |
| Feb |             |   |   |   |   |   | Medium | Medium | Medium |    |    |    |    |    |        |        |         |         |         |         |         |         |         |        |
| Mar |             |   |   |   |   |   |        |        |        |    |    |    |    |    |        |        |         |         |         |         |         |         |         |        |
| Apr |             |   |   |   |   |   |        |        |        |    |    |    |    |    |        |        |         |         |         |         |         |         |         |        |
| May |             |   |   |   |   |   |        |        |        |    |    |    |    |    |        |        |         |         |         |         |         |         |         |        |
| Jun |             |   |   |   |   |   |        |        |        |    |    |    |    |    | Medium | Medium | Highest | Highest | Highest | Highest | Highest | Highest | Highest | Medium |
| Jul |             |   |   |   |   |   |        |        |        |    |    |    |    |    | Medium | Medium | Highest | Highest | Highest | Highest | Highest | Highest | Highest | Medium |
| Aug |             |   |   |   |   |   |        |        |        |    |    |    |    |    | Medium | Medium | Highest | Highest | Highest | Highest | Highest | Highest | Highest | Medium |
| Sep |             |   |   |   |   |   |        |        |        |    |    |    |    |    | Medium | Medium | Highest | Highest | Highest | Highest | Highest | Highest | Highest | Medium |
| Oct |             |   |   |   |   |   |        |        |        |    |    |    |    |    |        |        |         |         |         |         |         |         |         |        |
| Nov |             |   |   |   |   |   |        |        |        |    |    |    |    |    |        |        |         |         |         |         |         |         |         |        |
| Dec |             |   |   |   |   |   | Medium | Medium | Medium |    |    |    |    |    |        |        |         |         |         |         |         |         |         |        |

2023 All Source RFP



## Appendix B

### Thermal Generation (Natural Gas Combined Cycle, Simple Cycle Turbines, and Reciprocating Engines)

#### Minimum Requirements:

##### A. Transaction Structure.

1. The preferred transaction is in the form of a build-transfer, asset acquisition, or tolling power purchase agreement (“Tolling PPA”). SRP is interested in seeing differing transaction structures for the same resource. For example: SRP is interested in seeing both a tolling option and an asset acquisition option for the same plant.
2. Physical heat rate call option will also be considered.

##### B. Pricing Options:

1. SRP is requesting pricing for tolling agreement for the summer months (June to Sep) and year around.

##### B. Technical Characteristics.

1. Fuel Supply- The resource must be connected to either the El Paso or TransWestern interstate natural gas pipeline. SRP will evaluate the proposed point of connection and determine if there are any gas delivery constraints specific to that location.
2. Water Supply-The resource must have adequate water rights to support delivery of the full contract peaking capacity for the proposed term of the Tolling PPA.
3. Operating Parameters- The resource must be capable of operating at 120° F and twenty percent (20%) humidity, at 100% of contract Peaking Capacity for a minimum of two (2) consecutive hours.
4. The resource must guarantee ninety-five percent (95%) availability during the Highest Valued Hours on Appendix A.
5. To the extent that carbon allowances are allocated to the resource or part thereof, those allowances will be provided to SRP for the term of the associated Tolling PPA at no additional charge and may be allocated by SRP toward its requirements under any and all regulatory requirements applicable to SRP.

#### SRP Prefers Resources/Proposals which:

1. In any Tolling PPA of an existing resource, the product must be delivered as a unit contingent toll with a delivery term of five (5), ten (10), or fifteen (15) years. In any Tolling PPA of a new resource, the product must be delivered as a unit contingent toll with a delivery term of up to twenty (20) years. In either case, SRP will not accept the ability for the respondent to substitute product from another source. It is acceptable for SRP to supply natural gas fuel and related transportation service for delivery to the point(s) of interconnection between the resource and the delivering pipeline(s).
2. Are capable of load following and fully dispatchable by SRP via automatic generation control (AGC).
3. Are capable of stable operation at a minimum operating level of fifty percent (50%) loading or lower without exceeding the legal limits for emissions (CO, CO<sub>2</sub>, NO<sub>x</sub>, SO<sub>2</sub>, VOC, PM<sub>10</sub>), whether pursuant to an applicable air permit or otherwise.
4. Are capable of at least two (2) starts per day.

5. Are connected to both El Paso and TransWestern interstate natural gas pipelines.
6. Do not require ground water or has a renewable water source.
7. Have faster ramp rates, shorter minimum run, minimum down, and start-up times.

## Appendix C

### Renewable Energy (Solar, Wind) Paired with Energy Storage

SRP is interested in evaluating renewable energy (solar and/or wind) paired with energy storage options for its peak capacity needs and renewable energy without energy storage for carbon-free options. Proposals should provide a minimum of 25 MW (AC) of output. The paired energy storage system shall provide a minimum of four (4) hour discharge and capable of at least 365 discharge cycles per year. The energy storage system shall have the ability to sustain a discharge at 100% of nameplate capacity for at least (4) four continuous hours for the duration of the agreement term.

### Minimum Requirements

- A. Transaction Structure: SRP will consider proposals for renewable (solar and/or wind) energy paired energy storage pursuant to a power purchase agreement (“PPA”) with a term of at least five (5) years and not more than twenty (20) years. The PPA product must include all capacity and energy and give SRP ownership of all environmental attributes associated with energy generated and delivered to SRP. The PPA must provide SRP an option to purchase the asset at an agreed upon time during the term.

SRP will also consider proposals for a build-transfer model where they take ownership of the project at the commercial operation date. If build-transfer pricing is offered in the proposal, SRP would also consider long-term service agreement proposals for the ongoing maintenance and services for the term of the project.

B. PPA Pricing Options:

1. SRP is requesting a flat, non-escalating price for renewable energy paired with energy storage with pricing for an energy storage system with at least a four (4) hour output duration for the term of the agreement. Respondents should provide pricing that includes an energy payment for the renewable energy on a \$/MWh basis and a capacity payment on a \$/kW-month basis for the energy storage component.
2. Please provide a pricing option (\$/MWh) for a renewable-only product as well (with no energy storage component).
3. Projects must be a minimum size of 25 MW AC.

C. Safety:

1. See Appendix F for SRP Codes, Standards, and Safety requirements.
2. Respondents should ensure that the Energy Storage System (ESS) conforms to all operative safety standards for energy storage technology as well as all standards required by the authority having jurisdiction (AHJ) of the proposed Plant. Respondents must describe what safety measures, such as active gas, heat, and smoke detection and fire suppression, will be incorporated into the ESS.
3. SRP has a strong preference for projects that can comply with IEEE 2800. Respondents should indicate in their proposal if they can build a compliant system on the timeline requested for this procurement.
4. Projects must be designed to the latest National Fire Protection Association (NFPA) 855 standards.
5. Respondents shall submit to SRP their emergency response procedures.
6. All battery energy storage will be a non-walk-in cabinet-based installation.
7. SRP will carefully evaluate the safety measures implemented in the ESS as part of proposal evaluation.
8. Respondents shall include the safe disposal or recycling of batteries at end of life for all equipment replaced during the terms of the contract.

D. Technology: The following technologies are examples of eligible Renewable Energy + Energy Storage Resources:

1. Photovoltaic solar facility combined with a battery energy storage system located on the same site and behind a common interconnection point.
2. Wind generation facility combined with a battery energy storage system located on the same site and behind a common interconnection point.
3. Other renewable energy technologies combined with an energy storage system will be considered if they meet the minimum proposal requirements.

E. Technical Characteristics.

1. The resource must be fully dispatchable by SRP via Automated Generation Control (AGC).
2. The resource shall be able to be dispatched as either a hybrid (singly, site level setpoint) or co-located resource (individual setpoints for the solar and BESS). In a hybrid dispatch scenario, it is expected the resource will be able to take the site level command and automatically apportion it between the PV and BESS resources.
3. The resource must be able to complete at least two (2) dispatches each day during Medium Valued Hours in the winter months, and at least one (1) dispatch each day during all other months, as shown in Appendix A.
4. The system should be designed to maximize capacity benefit and neither the solar nor the energy storage resource nameplate capacities may be individually designed to exceed the point of interconnection limit. It is acceptable for the sum of the solar and energy storage resource nameplate capacities, if they are physically co-located behind a common interconnection, to exceed the point of interconnection limit.
5. The resource must be capable of operating through a range of ambient temperatures from minus (-) 10° F to 120° F at twenty percent (20%) relative humidity (20% RH), while proving 100% of the required output characteristics.
6. The proposal must include a forecasted resource output profile for the proposed term of the PPA or proposed life of facility.
7. The resource must be capable of providing at least 365 full discharge cycles per year.
8. The energy storage system must have a guaranteed availability of at least 96% for each year of the term of the proposal. Solar resource must have an energy guaranteed requirement of at least 80% of each year of the term of the proposal. Wind resource must have a guaranteed availability requirement of at least 90% for each year of the term of the proposal.
9. The resource must be a supply side resource interconnected to SRP's transmission or sub-transmission system (69kV or higher) or have secured firm transmission to the SRP system.
10. Proposal must specify either an AC-coupled or DC-coupled solution in Respondent's discretion, bearing in mind that SRP is seeking the least-cost, best fit resources including, but not limited to, considerations of production volume.
11. Respondent shall provide a narrative explaining why it chose the proposed configuration.
12. SRP is not limiting the battery energy storage chemistry and will accept proposals for all chemistries as long as the project complies with all safety standards.
13. Respondents should assume auxiliary loads such as control systems, lighting, HVAC will be powered at the POI or by station service and the cost borne by respondent.
14. If Respondents have any exceptions to SRP's requirements, they must submit an explanation as to why the exception does not apply to the developer's situation.

**SRP Preferences:**

1. Projects that deliver energy during the highest valued hours as shown in Appendix A.
2. The energy storage portion of the resource has the ability to meet the evening peak load period and completely meet the following morning peak load period during Winter Peak hours shown in Appendix A.
3. Projects that provide additional contingency reserves to meet grid reliability obligations.
  
4. Projects located in close proximity to SRP's Phoenix Metro Load Pocket.
5. Projects that have the ability to sustain a discharge at 100% of ESS power capacity for four continuous hours.
6. Respondents should propose an optimal DC:AC ratio for each project submitted, along with a narrative explanation of the configuration.
7. Projects that follow the requirements outlined in Attachment G (FCR if interconnected to SRP system).
8. Projects that have adequate space and designed to accommodate expanding the energy storage in the future to up to 6 to 8 hours.

## Appendix D

### Grid Charged Energy Storage

SRP is interested in evaluating energy storage options with the primary objective of providing firm capacity output during peak hours. Proposals should provide a minimum of 25 MW (AC) of output for a minimum of four (4) hour discharge and capable of at least 365 discharge cycles per year. The energy storage system shall have the ability to sustain a discharge at 100% of nameplate capacity for at least four continuous hours for the duration of the agreement term.

#### Minimum Requirements:

- A. Transaction Structure: The proposed transaction must offer energy storage pursuant to an energy storage tolling PPA with a term of at least five (5) years and not more than twenty (20) years. The PPA should include an option to purchase.

SRP will also consider proposals for a build-transfer model where they take ownership of the project at the commercial operation date. If build-transfer pricing is offered in the proposal, SRP would also consider long-term service agreement proposals for the ongoing maintenance and services for the term of the project.

- B. Pricing: For tolling PPA pricing, SRP is requesting a flat, non-escalating price for energy storage with a four (4) hour discharge duration over the duration of the agreement term. Respondents should provide pricing on a \$/kW-month basis. Projects must be a minimum size of 25 MW (AC).

C. Safety:

1. See Appendix F for SRP Codes, Standards, and Safety requirements.
2. Respondents should ensure that the Energy Storage System (ESS) conforms to all operative safety standards for energy storage technology as well as all standards required by the authority having jurisdiction (AHJ) of the proposed Plant. Respondents must describe what safety measures, such as active gas, heat, and smoke detection and fire suppression, will be incorporated into the ESS.
3. SRP has a strong preference for projects that can comply with IEEE 2800. Respondents should indicate in their proposal if they can build a compliant system on the timeline requested for this procurement.
4. Projects must be designed to the latest National Fire Protection Association (NFPA) 855 standards.
5. Respondents shall submit to SRP their emergency response procedures.
6. All battery energy storage will be a non-walk-in cabinet-based installation.
7. SRP will carefully evaluate the safety measures implemented in the ESS as part of proposal evaluation.
8. Respondents shall include the safe disposal or recycling of batteries at end of life for all equipment replaced during the terms of the contract.

- D. Technology: The following technologies are some examples of eligible energy storage:

1. Battery Energy Storage Systems
2. Pumped Storage Hydro

E. Technical Characteristics:

1. The resource must be fully dispatchable by SRP via AGC.
2. The resource must be capable of operating through a range of ambient temperatures from minus (-) 10° F to 120° F at twenty percent (20%) relative humidity (20% RH), while proving 100% of the required output characteristics.
3. The resource must have the ability to sustain a discharge at 100% of its nameplate power capacity for four continuous hours over the duration of the agreement term.
4. The resource must be capable of providing at least 365 full charge and discharge cycles per year.
5. SRP must have the ability to choose when to charge and discharge the resource at its sole discretion.
6. The resource must be a supply side resource (connected separately from any retail or wholesale electrical load), located in SRP's service territory and interconnected to SRP's transmission or sub transmission system (69kV or higher).
7. The resource must have a guaranteed availability of at least 96% for each year of the term of the proposal.
8. SRP is not limiting the battery energy storage chemistry and will accept proposals for all chemistries as long as the project complies with all safety standards.
9. Respondents should assume auxiliary loads such as control systems, lighting, HVAC will be powered at the POI or by station service and the cost borne by respondent.
10. If Respondents have any exceptions to SRP's requirements, they must submit an explanation as to why the exception does not apply to the developer's situation.

**SRP Preferences:**

1. Resources that are located inside SRP's Phoenix Metro Load Pocket will be evaluated more favorably.
2. Projects that follow the requirements outlined in SRP's Facility Connection Requirements (if interconnected to SRP system).



## Appendix E

### Geothermal Energy

#### Minimum Requirements

- A. Transaction Structure: SRP will consider proposals for geothermal energy pursuant to a renewable energy power purchase agreement (“PPA”) with a term of at least five (5) years and not more than twenty (20) years. The PPA must give SRP ownership of all environmental attributes associated with energy generated and delivered to SRP.
  
- B. PPA Pricing Options: SRP is requesting a flat, non-escalating price for geothermal energy on a \$/MWh basis. Projects must be a minimum size of 25 MW.
  
- C. Technology: SRP will accept binary, flash, air-cooled or other types of geothermal energy projects.
  
- D. Technical Characteristics:
  - 1. The proposal must include a forecasted resource output profile for the proposed term of the PPA or proposed life of facility.
  - 2. The proposal must include geotechnical studies or reports demonstrating resource viability.
  - 3. The resource must have a guaranteed availability requirement of at least 96% for each year of the term of the proposal.
  - 4. The resource must be a supply side resource interconnected to SRP’s transmission or sub-transmission system (69kV or higher) or have secured firm transmission to the SRP system.

#### SRP Preferences:

- 1. Deliver energy during the highest valued hours as shown in **Appendix A**.
- 2. Resources that are fully dispatchable by SRP via AGC.

## Appendix F

### SRP Energy Storage Codes, Standards, and Safety

Safe operation of Salt River Project (SRP) owned Energy Storage System (ESS) facilities is of critical importance to SRP. Likewise, we insist upon safe operations at those facilities with which we have Power Purchase Agreements (PPAs). To assist us in that endeavor, the successful bidder shall include at minimum compliance with the following:

1. Codes and Standards- The ESS shall comply with the latest editions of the following standards:
  - a. NFPA 855 Standard for the Installation of Stationary Energy Storage Systems
  - b. International Fire Code
  - c. National Electric Safety Code
  - d. National Electric Code
  - e. International Building Code, Plumbing Code and Mechanical Code
2. Site Requirements- Additional requirements based upon location will apply:
  - a. Projects located on SRP property shall consider SRP as the Authority Having Jurisdiction.
  - b. Projects located on property owned by others shall obtain permits from the local jurisdiction, complying with their requirements for permits. In no case shall the requirements be less than the requirements noted in Item 1 Codes and Standards.
  - c. All projects shall comply with SRP's ESS Signage Program.
3. Pre-Incident Planning- Additional requirements based upon location will apply:
  - a. A Pre-Incident planning session shall be held with SRP ESS Codes and Safety Working Group prior to commencement of site design documents.
  - b. The Pre-Incident Plan shall be informed by the following:
    - i. NFPA 1620 Standard for Pre-Incident Planning (2020 or later edition)
    - ii. Energy Storage Association Corporate Responsibility Initiative Emergency Response Plan.
    - iii. The Hazard Mitigation Analysis
  - c. A Pre-Incident Planning session shall be held with the SRP Fire Marshal and a representative from the local fire department to discuss the site design and Standard Operation Procedures for an incident.
4. Incident Command Center- the ICC shall be installed at the location determined in the Pre-Incident Planning session and shall contain at a minimum:
  - a. NEMA Exterior Rated Cabinet approximately 3'x3'x8'
  - b. Convenience Outlets served by at minimum one 240 v/40-amp breaker and two 110 v/20-amp breakers.
  - c. Fire Alarm Control and Indicator Panel.
  - d. Site Plan showing ESS units and identification numbering system.
  - e. Floor Plan if building based system, annotating safety equipment deployed therein.
  - f. Binder with printed copy of Emergency Response Plan, Safety Data Sheets, and additional information determined by the Pre-Incident Planning Session.
5. On-site Training- Facility training on incident response shall be provided for:
  - a. SRP Maintenance and Incident Response personnel
  - b. First Responders (minimum of four two-hour sessions)
6. Incident Response Fire Water- Provisions shall be made to contain incident response fire water or appropriate testing information showing the lack of contaminants harmful to ground water.
7. Operational Incidentals- visibility of operational voltage and temperature ranges shall be provided if requested.

**Appendix G**  
**SRP Transmission Limitation and Deliverability Guidance\***

| Station   | Nominal<br>kV(max) | # of IRs <sup>1</sup> | Known<br>Issues <sup>2</sup> | Short Circuit<br>Issues | ATC<br>Required <sup>4</sup> |
|---|--------------------|-----------------------|------------------------------|-------------------------|------------------------------|
|   |                    |                       | (Y/N?)                       | (Y/N?)                  | (Y/N?)                       |
| BROWNING  | 500                | 8                     | Y                            | N                       | Y                            |
| CORONADO <sup>6</sup>                               | 500                | 7                     | Y                            | N                       | Y <sup>5</sup>               |
| DUKE  | 500                | 2                     | N                            | N                       | Y                            |
| GILA RIVER <sup>6</sup>                             | 500                | 6                     | Y                            | N                       | Y                            |
| HASSAYAMPA  | 500                | 21                    | Y                            | Y                       | Y <sup>5</sup>               |
| JOJOBA  | 500                | 21                    | N                            | Y <sup>3</sup>          | Y                            |
| KYRENE  | 500                | 6                     | Y                            | Y                       | Y                            |
| MESQUITE  | 500                | 31                    | Y                            | Y                       | Y                            |
| NAVAJO SOUTH<br>TRANSMISSION<br>SYSTEM <sup>8</sup> | 500                | 15                    | TBD <sup>8</sup>             | TBD <sup>8</sup>        | Y <sup>5</sup>               |
| PALO VERDE  | 500                | 17                    | Y                            | Y                       | Y <sup>5</sup>               |
| PERKINS <sup>6</sup>                                | 500                | 0                     | N                            | N                       | Y                            |
| PINAL CENTRAL <sup>6</sup>                          | 500                | 16                    | N                            | N                       | Y <sup>5</sup>               |
| PINAL WEST <sup>6</sup>                             | 500                | 5                     | N                            | N                       | Y                            |
| RUDD  | 500                | 2                     | N                            | Y <sup>3</sup>          | Y                            |
| SILVER KING   | 500                | 7                     | N                            | N                       | Y                            |
| SUGARLOAF   | 500                | 11                    | Y                            | N                       | Y                            |
| ABEL  | 230                | 7                     | N                            | N                       | N                            |
| AGUA FRIA   | 230                | 4                     | N                            | Y                       | N                            |
| ALEXANDER   | 230                | 2                     | N                            | N                       | N                            |
| ANDERSON  | 230                | 2                     | N                            | Y <sup>3</sup>          | N                            |
| BRANDOW   | 230                | 3                     | N                            | N                       | N                            |
| BROWNING  | 230                | 5                     | Y                            | Y <sup>3</sup>          | N                            |
| CORBELL   | 230                | 3                     | N                            | N                       | N                            |
| DESERT BASIN <sup>7</sup>                           | 230                | 15                    | N                            | N                       | N                            |
| DINOSAUR  | 230                | 8                     | N                            | N                       | N                            |
| GOLDFIELD   | 230                | 7                     | N                            | N                       | N                            |
| HENSHAW   | 230                | 5                     | Y                            | N                       | N                            |
| KNOX  | 230                | 4                     | N                            | N                       | N                            |
| KYRENE  | 230                | 3                     | Y                            | Y                       | N                            |

| Station                                       | Nominal kV(max) | # of IRs <sup>1</sup> | Known Issues <sup>2</sup> | Short Circuit Issues | ATC Required <sup>4</sup> |
|---|-----------------|-----------------------|---------------------------|----------------------|---------------------------|
|   |                 |                       | (Y/N?)                    | (Y/N?)               | (Y/N?)                    |
| MESQUITE                                      | 230             | 2                     | Y                         | Y                    | Y                         |
| NAVAJO SOUTH TRANSMISSION SYSTEM <sup>8</sup> | 230             | 15                    | TBD <sup>8</sup>          | TBD <sup>8</sup>     | N                         |
| ORME  | 230             | 1                     | N                         | N                    | N                         |
| PAPAGO BUTTE                                  | 230             | 2                     | N                         | N                    | N                         |
| PINAL CENTRAL                                 | 230             | 13                    | N                         | N                    | N                         |
| PINNACLE PEAK                                 | 230             | 2                     | Y                         | Y                    | N                         |
| RANDOLPH                                      | 230             | 8                     | N                         | N                    | N                         |
| ROGERS  | 230             | 3                     | N                         | N                    | N                         |
| RUDD  | 230             | 3                     | N                         | Y <sup>3</sup>       | N                         |
| SANTAN  | 230             | 4                     | N                         | Y                    | N                         |
| SCHRADER                                      | 230             | 3                     | N                         | N                    | N                         |
| SILVER KING                                   | 230             | 0                     | N                         | N                    | N                         |
| THUNDERSTONE                                  | 230             | 1                     | N                         | N                    | N                         |
| VAH KI  | 230             | 5                     | N                         | N                    | N                         |
| WARD  | 230             | 1                     | N                         | N                    | N                         |
| WHITE TANKS                                   | 230             | 3                     | N                         | Y                    | N                         |
| Eastern Mining Area <sup>6</sup>              | 115             | 0                     | Y                         | N                    | N                         |

**Notes:**

1. “# of IRs” – Number of active Interconnect Requests (IR) at or near to a station. For example, Abel shows the total number of IRs at the Abel, Randolph (one station away), and Dinosaur (one station away) 230 kV stations, and on the Abel-Randolph and Abel-Dinosaur 230 kV lines. The exception is the Navajo South Transmission System (NSTS), which is the total number of active IR’s on the different facilities that make up the NSTS.
2. “Known Issues” – Major mitigations and system upgrades already identified in previous studies.
3. Issues identified in the six- and ten-year transmission planning horizons.
4. “ATC Required” – Indicates whether customer will be required to obtain transmission services. This does not indicate whether ATC is available.
5. The path may have limited additional transmission capacity available after the implementation of MOD-030 due to a new calculation methodology for ATC.

6. Impacts to neighboring systems, such as APS and WAPA. The EMA has low available transmission capabilities and is difficult to expand.
7. Impacted by IRs at nearby non-SRP transmission systems.
8. Navajo South Transmission System is a jointly owned but is operated by APS. interconnection requests will need to go through APS's OATT process.

## **Attachment A Submittal Checklist**

Please complete all items on the checklist list below:

### **Pre-Bid Information**

Pre-Bid Information must be submitted electronically via eRFx before 5:00PM (Arizona time) on April 3, 2023.

- Completed Notice of Intent to Respond (complete in eRFx)
- Signed and uploaded Nondisclosure Agreement (Attachment B)

### **Bid Proposals**

Final Bid Proposals must be submitted electronically via eRFx before 5:00pm (Arizona time) on April 27, 2023.

Each Bid Proposal must be submitted as instructed in Section V and must include the following:

- Fund wire transfer in the amount of \$10,000 for each project submitted as part of the proposal.
- Completed Credit Questionnaire (completed in eRFx). If the information is different for each project submitted as part of the proposal, then a separate Questionnaire is required for each project.
- Completed eRFx datasheets for each project submitted as part of the proposal.
- Uploaded pdf of the full proposal.
- Any other pertinent information for proposal evaluation, including any information described in Section X.

## Attachment B

To be uploaded in eRFx

### Nondisclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2023, between Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"); and \_\_\_\_\_, a \_\_\_\_\_ ("Company").

### RECITALS

For the purpose of furthering a potential business relationship between them with respect to a possible project proposal in response to SRP's All-Source Request for Proposal (the "Purpose"), SRP and Company (collectively, the "Parties" and individually each a "Party") have determined to establish terms governing the use and protection of certain information one Party ("Owner") may disclose to the other Party ("Recipient").

### TERMS AND CONDITIONS

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. "Confidential Information" means information of an Owner, in whatever form transmitted, which relates to the above-identified subject matter, including business and technical information and data, or which, although not related to such subject matter, is nevertheless disclosed as a result of the Parties' discussions in that regard, provided that such information is marked "Confidential" by Owner. "Confidential Information" shall also include information relayed orally or visually, provided such information is substantially similar to the subject matter of the information contained in material marked "Confidential" and produced contemporaneously by the Owner.

2. Recipient shall keep confidential all Confidential Information which has been or will be provided to it by Owner, including the fact that discussions regarding the Purpose are taking place. Recipient shall not, without the prior written consent of Owner, disclose any of the Confidential Information in whole or in part to any third party (except as otherwise provided in this Section 2). Recipient may use Confidential Information of Owner only for the Purpose and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder to its directors, employees and consultants, and its affiliates' directors, employees and consultants (collectively, "Representatives"), who, in all such cases, have a need to know for the Purpose, and who are bound to protect the received Confidential Information from unauthorized use and disclosure. Recipient shall be responsible for any breach of this Agreement by any of its Representatives.

3. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; (iv) is developed independently by



Recipient; or (v) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however, that the Recipient shall notify Owner, as soon as reasonably practical, of any order or request to disclose Confidential Information, or that such an order is being sought, or request has been made, so that the Owner may have an opportunity to take appropriate action to maintain confidential handling of such information.

4. Company understands that, as a political subdivision of the State of Arizona, SRP may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). Provided that SRP complies with the procedural requirements of Section 3 above, and notwithstanding any other provision of this Agreement, SRP may release Company's Confidential Information to a third party in response to a public records request submitted by such party.

5. Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Owner. All such information in tangible form shall be destroyed upon written request by Owner provided, however, that Recipient may retain copies of any Confidential Information (including Confidential Information stored on electronic, magnetic or similar media) in accordance with policies and procedures implemented in order to comply with legal and regulatory recordkeeping requirements. Recipient will keep such retained copies confidential as provided herein and will use them solely for the purpose of recordkeeping compliance. No licenses or rights under any patent, copyright, or trademark are granted or are to be implied by this Agreement.

6. The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, the Owner shall be entitled to an injunction prohibiting any such breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages. The Parties acknowledge that Confidential Information is unique and that disclosure in breach of this Agreement will result in irreparable injury to the Owner.

7. Owner shall not have any liability or responsibility for errors or omissions in, or any business decision made by Recipient in reliance on, any Confidential Information disclosed under this Agreement.

8. In no event, whether based upon contract, indemnity, warranty, tort (including negligence), strict liability or otherwise will either Party be liable to the other party for indirect, incidental, consequential, special, punitive or exemplary damages arising out of any breach of this Agreement (even if such Party has been advised of or could have reasonably foreseen the possibility of such damages).

9. This Agreement shall become effective as of the date it is signed by both Parties and shall automatically expire one year thereafter; provided, however, either Party may terminate this Agreement upon 30 days prior written notice to the other Party.

10. The obligations contained herein with respect to the Confidential Information shall survive and continue for a period of one year after expiration or termination of this Agreement.

11. The term "affiliate" means any person or entity controlling, controlled by, or under common control with a Party.



12. This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

13. This Agreement: (i) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior non-disclosure or similar agreements (whether oral or written) with respect to further disclosures of such subject matter; (ii) shall not be construed to create any obligation on the part of any Party to retain the services of or to compensate each other in any manner, except as may be set forth by a separate written agreement duly executed by the relevant Parties; (iii) may not be amended or in any manner modified except in writing signed by the Parties; and (iv) shall be governed and construed in accordance with the laws of the State of Arizona without regard to its choice of law provisions. Any action, suit or proceeding arising out of or relating to this Agreement shall be prosecuted in a court of competent jurisdiction in Maricopa County, Arizona, and the Parties irrevocably submit to the jurisdiction of any such court. Each Party hereby expressly waives any rights that it may have to a trial by jury with respect to any suit or proceeding brought by or against it or any of its affiliates relating to this Agreement or the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date set forth above by its duly authorized representative.

Salt River Project Agricultural  
Improvement and Power District

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **Attachment C Credit Questionnaire**

*Shown below for reference only. To be completed in eRFx*

1. Please provide the transacting entity's legal name and address, if available, and credit and contract contact information.
  
2. Please provide a certified copy of the transacting entity's charter documents (articles of incorporation, articles of organization, etc.).
  
3. Please provide a description of the transacting entity's legal structure along with an organizational chart.
  
4. Please indicate if the transacting entity/parent/affiliate is rated investment grade or higher by S&P or Moody's.
  - a. SRP requests credit support in the form of a guaranty from an investment grade entity, or collateral in the form of cash margin or a letter of credit, in order to cover seller side obligations under any such agreement. While contractual obligations may vary based on the project proposed, the transacting entity can estimate potential security during project construction of approximately \$50-100/kW and security during project operation of approximately \$50-100/kW. Please describe how the transacting entity anticipates meeting this requirement.
  
5. Please attach or provide a PDF or link to most recent audited annual reports.
  
6. Please provide an explanation of the transacting entity's experience associated with utility scale energy projects (5MW+).
  
7. Please provide biographies/background for the transacting entity's executive management and project team.
  
8. Please attach the transacting entity's board resolution or equivalent document authorizing this type of transaction.

## Attachment D Project Description

### Proposal for minimum of 25 MW of Resource

- Pricing (tolling agreement, asset purchase price, \$/MWh, \$/kW-mo, etc.)
- Term
- Expected project timeline and commercial operation date
- Site location and description of site control
- Description and status of required permits
- Description of equipment procurement process and any limitations due to ethical considerations (e.g., forced labor) in mining and manufacturing of key components
- Point of delivery and description of transmission rights to point of delivery
- Description and status of transmission interconnection
- System feasibility studies (if applicable)
  
- Overview of key system components
  - Solar (panel type, manufacturer, rating, warranties)
  - Combustion Turbine (type, manufacturer, summer/winter rating, heat rate)
  - Combined Cycle (type, manufacturer, summer/winter rating)
  - Battery (manufacturer and chemical type, inverter manufacturer and rating, warranties)
  
- Description of system performance characteristics
  - Thermal generation starts and stops assumed
  - Thermal generation heat rate and ramp rate
  - Resource water usage
  - Resource emission profile (CO, CO<sub>2</sub>, NO<sub>x</sub>, SO<sub>2</sub>, VOC, PM<sub>10</sub>)
  - Expected degradation of solar
  - ESS discharge duration and nameplate rating
  - AC or DC coupled
  - Battery discharges/cycles assumed per year
  - Round trip efficiency (AC or DC, as applicable for proposed Plant configuration). Roundtrip efficiency should not include auxiliary loads such as control, lighting, HVAC
  - Battery degradation assumption
  - ESS dispatch/operational constraints or limitations, including average, resting, minimum, or maximum SOC limits
  - Augmentation schedule (if augmentation proposed)
  - Ramp rate
  - ESS dispatch/operational constraints or limitations
  - Renewable energy profile, in the form of 8760 hourly data
  - Capability of utility dispatch control
  - Required operation conditions
  - Minimum availability guarantee or energy guarantee
  
- Experience with proposed resource
  - Summary of experience with specific technology proposed
    - Systems in operation or under development (size, location, years in service)

## Attachment E SRP Supplier Diversity

### **Overview**

SRP is committed to supporting the community in which we do business. As part of this commitment, SRP's Supplier Diversity is encouraging its prime contractors and suppliers to identify and provide subcontracting opportunities for diverse businesses. SRP recognizes the following as diverse suppliers; Minority Owned Businesses, Small Business Enterprises, Women Owned Businesses, Veteran Owned Businesses, and Disabled Veteran Owned Businesses, LBGTQ and other underserved businesses. The utilization of diverse suppliers as part of your contracts with SRP, is considered to be second tier spend. To identify potential diverse suppliers, your company may be able to get assistance from the following:

- Requesting the assistance of SRP's Supplier Diversity Department in identifying diverse suppliers
- Contacting diverse supplier certification associations and councils to request assistance in identifying diverse suppliers
- Advertising in appropriate media to identify diverse suppliers
- Working with local, state, and federal agencies to identify diverse suppliers

### **Reporting**

At the time SRP awards a contract or purchase order for goods and/or services, SRP request that its prime contractors and suppliers report diverse supplier subcontracting results (2<sup>nd</sup> Tier Spend) to [SupplierDiversity@srpnet.com](mailto:SupplierDiversity@srpnet.com). This second tier spend report should identify the SRP contract or purchase order number, diverse supplier utilized, their diverse classification, the amount of spend (invoiced/paid dollars) with each diverse supplier and the date range being reported. Diverse supplier subcontracting results should only be reported for subcontracting activities specifically related to SRP's procurement projects. **If you currently supply this information regularly without any changes, please exclude this section from your RFP response.**

Thank you for your attention and participation with regard to the SRP Supplier Diversity Initiative. If you have any questions regarding this Attachment or SRP's request for this information, please contact [Supplierdiversity@srpnet.com](mailto:Supplierdiversity@srpnet.com)

*\* The results of the SRP Supplier Diversity Initiative are for informational purposes only. Furthermore, the results of the initiative will not be weighed with regards to the evaluation of the RFP or selection of a supplier. However, all suppliers are strongly encouraged to participate in the initiative.*

## **Certification**

To ensure integrity of the process, SRP's prime contractors and suppliers are requested to obtain a copy of each diverse supplier's certification utilized in association with subcontracting activities specifically related to SRP's procurement projects. SRP has identified acceptable agencies whose certification standards of eligibility are consistent with the standards established by federal, state and local agencies. These organizations include, but are not limited to:

- Government & State Agencies and/or Entities ([ADOT](#), [City of Phoenix](#), [SBA](#), [VA](#), etc.)
- Affiliates of the National Minority Supplier Development Council ([NMSDC](#)) in Arizona it is the Pacific Southwest Minority Supplier Development Council
- Affiliates of the National Women's Business Enterprise Council (WBENC) in Arizona it is WBEC West.
- The California Public Utility Commission Clearinghouse ([CPUC](#))

## **Diverse Supplier Definitions**

**Minority-Owned Business-** A business enterprise that is at least 51% owned by a minority individual. In the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities, and whose management and daily business operations are controlled by one or more of those individuals. Minority includes, but is not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and other groups whose members are found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of Small Business Act as amended {15U.S.C. 637 (d)}, or the Secretary of Commerce pursuant to Section 5 of Executive Order 11625.

**Black Americans-** persons having origins in any black racial groups of Africa.

**Hispanic Americans-** all persons of Mexican, Puerto Rican, Cuban, South or Central America, Caribbean, and other Spanish culture or origin.

**Native Americans-** persons having origins in any of the original peoples of North America or the Hawaiian Islands, in particular American Indians, Eskimos, Aleuts, and Native Hawaiians.

**Asian Pacific Americans-** persons having origins in Asia or the Indian subcontinent, including but not limited to, persons from Japan, China, Philippines, Vietnam, Korea, Samoa, Guam, the US Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh.

**Other Groups-** whose members are found to be disadvantaged by the Small Business Administration pursuant of Section 8(d) of Small Business Act as amended [15 U.S.C. 637 (d)], or the Secretary of Commerce pursuant to Section 5 of Executive Order 11625.

**Small Business Enterprise-** A business that aligns with the established [guidelines](#) set by the [State of Arizona](#), consideration of a small business is that it must employ fewer than 100 full-time individuals and had gross annual receipts of less than \$4million annually in revenues.

**Women Owned Business-** A business enterprise that is at least 51% owned by a woman or women; or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more of those individuals.

**Veteran Owned Business-** A business enterprise that is at least 51% owned by a veteran in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more veterans, and whose management and daily business operations are controlled by one or more of those individuals.

**Disabled Veteran Owned Business** – A disabled veteran business enterprise which is at least 51% owned by one or more disabled veterans or, in the case of a publicly-owned business at least 51% of its stock is owned by one or more disabled veterans, and whose management and daily business operations are controlled by one or more of these individuals.

Supplier Diversity is happy to have a discussion regarding your second tier spend should you have any questions you can contact us directly at [SupplierDiversity@srpnet.com](mailto:SupplierDiversity@srpnet.com).