



**ATTACHMENT B
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
TERM SHEET FOR
[PROJECT]
ENERGY STORAGE AGREEMENT**

Note: Where requested, Seller shall check appropriate box indicating whether Seller agrees or disagrees with provision as stated. If Seller disagrees, Seller shall provide description of specific point(s) of disagreement and counterproposal, where applicable.

1. Date	[date]	
2. Buyer	Southern California Public Power Authority, and, together with Seller, the " Parties " and each, a " Party ."	
3. Seller	[Seller], a [state of incorporation] limited liability company and special purpose entity.	
4. Name of Facility	The [Project] is a [type of storage] storage system with a net nameplate capacity of [capacity in MWac] / [capacity in MWh] located in [location] (the " Facility "). The total interconnection capacity of the Facility is [x] MWac.	
5. Agreement; Term	The Parties intend to negotiate an Energy Storage Agreement by and between Seller and Buyer (the " ESA "). The delivery term of the ESA shall be [x] (x) calendar years from the occurrence of the commercial operation date (" COD ") of the Facility (" Term "). Contract years shall be measured in calendar years but shall also include an initial stub year and a final stub year (each, a " Contract Year "). The Term shall end on the [x] anniversary of COD.	
6. Effective Date	The ESA shall become effective upon execution by both Seller and Buyer (the " Effective Date ").	
7. Permitting Status; Facility Approval and Compliance with Environmental Regulations	Seller shall have obtained the CEQA Determination and all other permits, including a Conditional Use Permit, required for the construction of the Facility on or prior to the Effective Date of the ESA, and will timely obtain all permits required for the operation and maintenance of the Facility prior to the COD. " CEQA Determination " means that: the lead agency responsible for discretionary approval of the Facility shall have (a) properly posted a notice of determination pursuant to the California Environmental Quality Act (" CEQA ") and, if applicable, the National Environmental Policy Act (" NEPA ") and (b) the applicable statutory periods for filing legal challenges against the lead agency's environmental determination and lead agency's approval of the Facility's entitlements shall have either (a) expired without any	Agree <input type="checkbox"/> Disagree <input type="checkbox"/> Comments:

	<p>challenge filed; or (b) if challenged, resulted in settlement or final judgment that makes a determination adverse to the challenger.</p> <p>Following the Effective Date, Buyer and/or Buyer’s participating member may provide a notice of exemption (“NOE”) under CEQA with regards to the approval of the ESA, and Buyer shall be afforded a no cost termination right until at least thirty-five (35) days have elapsed since such filing without legal challenge consistent with California’s CEQA NOE expiration period.</p>	
8. Technology	<p>The Facility’s major equipment (including batteries, cooling equipment, transformers, and inverters) shall come from approved vendors listed in an appendix to the ESA or otherwise reasonably approved by Buyer (“Approved Vendor”). The Facility’s batteries shall be manufactured by [Manufacturer] and inverters manufactured by [Manufacturer]. Seller shall identify the country of origin for the energy storage equipment and shall certify that no materials or components have been sourced from Foreign Entities of Concern or otherwise in violation of applicable federal, state, or local laws.</p>	
9. Product	<p>Seller shall sell to Buyer, and Buyer shall purchase from Seller, energy storage tolling services; all capacity, capacity attributes, resource adequacy attributes applicable to the relevant balancing authority (if any), and ancillary services; energy charging; energy storage; energy discharge; and any other service or product that is or can be, now and in the future, produced by or associated with the Facility, including, without limitation, any associated environmental attributes, ancillary products, capacity requirement attributes, other capacity rights attributes, and any other service or product that is created or becomes available in the future, as more fully described in the ESA (all of the foregoing, collectively, the “Product”). The Product will be delivered to the Point of Delivery.</p>	
10. Contract Capacity	<p>The Facility will have a charge and discharge capacity of [X] MW (the “Contract Capacity”) and shall be able to provide such Contract Capacity to the Point of Delivery throughout the Term.</p>	
11. Facility Guarantees	<p>During the Term, for each month, the Facility shall maintain an availability (the “Storage Capacity Availability”) of no less than ninety-eight percent (98%) (the “Guaranteed Storage Availability”)¹. Seller shall meet the guarantees specified in Appendix 3 hereto. For Facilities in the LADWP Balancing Authority, Seller shall meet the guarantees and requirements specified in Attachment A to the RFP.</p> <p>Seller warrants that the Facility shall satisfy all Guarantees. Remedies for failure to satisfy any of the foregoing Guarantees will be provided in the ESA. Buyer shall have a right to direct a storage capacity test which shall, among other things, determine compliance with such Guarantees. If the Facility performance</p>	<p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p> <p>Comments:</p>

¹ If energy storage facility being proposed is an energy storage technology other than battery energy storage, Seller can propose less than a 98% Guaranteed Storage Availability for such other technologies.

	during any month is less than certain specified Guarantees (including Storage Capacity Availability, RTE, and Dischargeable Energy), then the Contract Price for such month shall be adjusted downward in accordance with the ESA.	
12. Guaranteed Commercial Operation Date	<p>Seller anticipates achieving COD as of [date] (“Target COD”). If, at least [12] months prior to the Target COD, Seller gives Buyer written notice of achieving COD prior to the Target COD, then Seller may achieve COD earlier than the Target COD but no earlier than the later of: (i) [date]; or (ii) the date permitted under the Interconnection Agreement.</p> <p>Seller shall achieve COD no later than [date] (the “Guaranteed Commercial Operation Date” or “GCOD”).</p>	
13. Progress Reports; Operational Reports	<p>Prior to the Facility achieving COD, Seller shall provide Buyer with progress reports advising Buyer of the current status of the development, construction, start-up and testing of the Facility, including any significant developments or delays and Seller’s estimate of any changes to the Target COD. Such reports shall be provided quarterly until the Construction Start Date, and monthly until Commercial Operation Date. If Seller anticipates that it will not achieve a milestone by the applicable milestone date set forth in <u>Appendix 2</u>, then Seller shall deliver to Buyer a remedial action plan that identifies (i) the anticipated period of delay; (ii) the basis for such delay; and (iii) a remedial action plan outlining the commercially reasonable steps that Seller is taking to address the delay and to ensure that future milestones, including the GCOD, will be achieved.</p> <p>Following the achievement of COD, Seller shall provide monthly reports of past generation performance that include, but are not limited to: a Facility performance summary with month/year to date, Facility performance on MWh, capacity factor, comparison of actual vs. expected, availability, wind speed/average irradiance (as applicable) , operational summary including weather for the month, reasons for downtime, scheduled maintenance and repairs, curtailment events, safety, and a summary of any environmental issues or concerns.</p>	
14. Operation and Maintenance	Seller shall at all times, at its sole expense, operate and maintain the Facility in accordance with prudent operating practices, the operating restrictions to be specified in the ESA, the requirements of the Interconnection Agreement and Transmission Provider, and the requirements of all applicable laws, and adhere to all operational data, interconnection, and telemetry requirements applicable to the Facility.	
15. Metering Connection	Seller shall provide Buyer (including any of Buyer’s participating members) with a live data metering connection that may be accessed using the Inter-Control Center Communications Protocol (“ ICCP ”) as defined by the International Electrotechnical	

	<p>Commission to enable the exchange of real-time and historical power system monitoring and control data, including measured values and accounting data. Metering shall comply with the most-current CEC RPS Guidebook and LADWP Metering Policy, as applicable.</p> <p>Distributed Network Protocol (“DNP3”), based on the standards of the International Electrotechnical Commission, is an alternative option for metering connection.</p> <p>Depending on the utility, DNP3 may be the preferred method for metering connection. For instance, DNP3 is the primary method for LADWP.</p>	
16. Point of Delivery	<p>The point of delivery for the Facility (“POD”) shall be the [Substation] in [County, State]. All transmission and ancillary service costs, including scheduling from the Facility to the POD and any transformer crossover fees for transmitting energy between substations, is included in the Contract Price. Buyer shall only be obligated to purchase and pay for energy delivered to Buyer at the POD, which energy shall be net of parasitic load and transmission and transformation losses, all in conformance with the latest version of the CEC RPS Guidebook.</p> <p>If the Facility delivers energy through the CAISO system, the appropriate PNODE will be [provide POD].</p>	
17. Point of Interconnection	The first point of interconnection and delivery will be at the [POI].	
18. Scheduling Coordinator	Please specify whether Seller expects to operate as Buyer’s scheduling coordinator.	Agree <input type="checkbox"/> Disagree <input type="checkbox"/> Comments:
19. Seller Compliance Responsibility	<p>Seller shall be responsible for any compliance obligations, and other regulatory or legal obligations associated with the Facility and delivery of the Product in the same type, characteristics, and quantity, including but not limited to costs and expenses incurred by Seller to third parties in connection with or related to environmental liabilities, emission performance standards, losses, damages or costs, CEC certification and verification, and any future environmental and Facility attributes comprising the Product (“Compliant”). If a Change in Law occurs after the COD that causes Seller to make modifications to the Facility necessary to remain Compliant, Seller shall be responsible for all costs and expenses incurred by either Party in the performance of the Seller’s compliance obligations (collectively, the “Compliance Actions”)</p>	

	<p>up to an aggregate amount of \$[x]/MW (“Compliance Expenditure Cap”). If after a commercially reasonable period of time after such change in law, Seller reasonably determines that such efforts are reasonably likely to require Seller to incur costs in excess of the Compliance Expenditure Cap, Seller shall provide Buyer with notice containing a detailed description of prior compliance actions, the basis for Seller’s expectation that required compliance actions will exceed the Compliance Expenditure Cap, Seller’s projected overage (the “Excess Compliance Cost”) and Seller’s projected timeline for successful completion of such compliance actions (an “Excess Expenditure Notice”).</p> <p>During any period of time in which the Facility is not Compliant, as applicable, Buyer shall pay Seller an amount to be specified in the ESA (“Replacement Price”) in lieu of the original Contract Price. In no event shall the Replacement Price be more than the original Contract Price. The Replacement Price shall remain in place until such time as the Facility is brought back into Compliance, as applicable, or Buyer elects to terminate pursuant to the following paragraph.</p> <p>If at any time after the earliest to occur of (i) six (6) months of paying the Replacement Price, (ii) Seller’s delivery of an Excess Expenditure Notice, or (iii) Seller’s expenditure of funds in an amount equal to or exceeding the Compliance Expenditure Cap, Buyer determines, in its reasonable discretion, that notwithstanding Seller’s commercially reasonable efforts, Seller will be unable to bring the Facility into Compliance, as applicable, and neither Buyer nor Seller are willing to pay the Excess Compliance Cost, Buyer may elect by notice to Seller, at Buyer’s sole discretion, to terminate the ESA.</p>	
<p>20. Change in Market Structure</p>	<p>If a regionalization or major change in the market structure of the Western Interconnection occurs during the Term, then the Parties agree to negotiate such modifications to the ESA as necessary to enable the Parties to continue to perform their respective obligations under the ESA, while preserving, to the maximum extent possible, the benefits, burdens, and obligations set forth in the ESA as of the Effective Date.</p>	
<p>21. Force Majeure Event</p>	<p>Force Majeure will be defined in the ESA.</p>	<p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p> <p>Comments:</p>
<p>22. Energy Imbalance Market (“EIM”)</p>	<p>Seller shall, at its sole cost and expense (i) design, and thereafter at all times maintain, the Facility in compliance with the New Resource Implementation requirements (or the equivalent) (ii)</p>	

<p>and Extended Day-Ahead Market (“EDAM”)</p>	<p>include in the design, construction, and operation of the Facility any equipment or software that may be required to enable the Facility to participate in the EIM and EDAM, and (iii) Buyer to start the registration process for the Facility with cooperation from Seller into the EIM and EDAM a minimum of twelve months prior to delivery of any test energy.</p>	
<p>23. Right of First Offer and First Refusal</p>	<p>Buyer shall have a right of first refusal and a right of first offer for any proposed sale of the Facility, any interest held by Seller in the Facility, <u>provided</u> that this right of first refusal and right of first offer shall not apply with respect to the sale of interests in Seller solely in connection with tax equity financing.</p>	
<p>24. Facility Purchase Option</p>	<p>Buyer shall have the right to purchase the Facility by providing tentative notice to Seller of its right to exercise its purchase option at the following times during the Term:</p> <ul style="list-style-type: none"> a) 1 year prior to the [10th] anniversary of COD, with closing to occur on the [10th] anniversary of COD; b) 1 year prior to every subsequent five years after the [10th] anniversary of COD until the end of the term of the ESA; and c) Upon an event of default by Seller. <p>((a) through (c) above, the “Purchase Option”).</p> <p>An Option Agreement which shall be executed concurrently with the ESA shall specify that the fair market value of the Facility is to be determined after receipt of Seller’s updated disclosure schedules, which shall be provided within 45 days following receipt of a notice that Buyer intends to exercise the Purchase Option. The Parties shall establish the purchase prices, as well as other terms and conditions in the Option Agreement.</p>	<p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p> <p>Comments:</p>
<p>25. Interconnection Agreement</p>	<p>On or before [date], Seller shall have entered into a fully executed interconnection agreement with the Transmission Provider (the “Interconnection Agreement”) providing for interconnection capacity available or allocable to the Facility that is no less than the Contract Capacity.</p>	
<p>26. Site Control</p>	<p>Seller shall have established, and shall maintain throughout the Term, site and resource control for the entire Facility (including all real property, water rights, easements, access and related rights, and including the Facility gen-tie, if applicable), pursuant to site lease agreements and easements or fee interests, all of which shall be valid for a period of not less than the Term. Seller shall provide Buyer with copies of such interests in the Facility site.</p>	

	<p>All such real property and associated rights shall be transferable to Buyer upon Buyer's exercise of the Purchase Option.</p> <p>In addition, at the request of Buyer, Seller shall provide Buyer with step-in rights to cure any defaults arising under any real property agreement(s) comprising the Facility site.</p>	
<p>27. Credit Support and Security</p>	<p>Seller shall provide, or cause to be provided, as appropriate, a letter of credit ("LOC") in a form satisfactory to SCPPA, from a U.S. bank having a minimum long-term credit rating (corporate or long-term senior unsecured debt) of (i) "A2" or higher by Moody's Investors Service, Inc. and "A" or higher by Standard & Poor's, if rated by both rating agencies; or (ii) "A2" or higher by Moody's Investors Service, Inc. or "A" or higher by Standard & Poor's, if rated by only one rating agency and, in addition to (i) or (ii), as applicable, (iii) has not suffered a Downgrade Event. For purposes of this section, a Downgrade Event means, with respect to a financial institution, or a provider of a letter of credit hereunder, (i) the failure of such financial institution to maintain the credit rating or any required organizational status, or (ii) the commencement by such a financial institution of involuntary or voluntary bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar proceeding (whether under any present or future statute, law or regulation), or (iii) the termination of the relationship with such financial institution or provider of such letter of credit by SCPPA or any of its members participating in the project, as applicable, pursuant to any requirements of law applicable to SCPPA or such participating member (such LOC "An Acceptable Form of Performance Assurance").</p> <p>Seller shall provide an Acceptable Form of Performance Assurance in the following amounts:</p> <p>Pre-COD: \$100kW of Contract Capacity as of the Effective Date ("Development Security")</p> <p>COD-Term: \$150/kW of Contract Capacity as of the Effective Date ("Performance Security")</p> <p>The Development Security shall be provided within ten (10) days following the Effective Date.</p> <p>The Performance Security shall be provided concurrently with the achievement of COD.</p> <p>All such Acceptable Form of Performance Assurance shall be promptly replenished in full at any time drawn upon by Buyer.</p>	<p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p> <p>Comments:</p>
<p>28. Termination Rights</p>	<p>Certain no fault termination rights of each Party shall exist in the event of Force Majeure and shall be specified in the ESA.</p>	

	<p>Buyer shall have the unilateral right to declare default and terminate the ESA if:</p> <ul style="list-style-type: none"> • Seller fails to timely achieve any Key Milestone (defined in Appendix 1); <u>provided</u> Buyer shall not terminate during such time as Seller continues to pay Daily Delay Damages in accordance with the ESA; <u>provided further</u> that notwithstanding the foregoing, Buyer has the right to terminate the ESA if COD has not occurred by an outside date (which shall not be extended for any reason), to be negotiated in the ESA; • Seller fails to deliver at least [x]% of the Dischargeable Energy Guarantee for a rolling 12-month period ; • If an average Round Trip Efficiency of at least [x]% over a rolling 12-month period is not maintained. • If the Storage Capacity Availability over a rolling 12-month period is less than [x]%; • Seller sells or otherwise transfers, or commits to sell or otherwise transfer, any portion of the Product to a third party during the Term; • Seller incurs liability for Daily Delay Damages in an amount equal to the Development Security amount; • Seller assigns the ESA or a change in control (as defined in the ESA) occurs in violation of the ESA; • Seller otherwise defaults under the ESA and fails to timely cure such default during the applicable cure period(s) to be provided in the ESA; or • Buyer otherwise has a right of termination specified in the ESA. 	
<p>29. Delay Damages</p>	<p>If Seller fails to timely achieve the Key Milestones designated in <u>Appendix 1</u>, Seller shall pay liquidated damages to Buyer in an amount equal to the amounts indicated in <u>Appendix 1</u> (the “Daily Delay Damages”). The amount of Daily Delay Damages shown in <u>Appendix 1</u> shall reflect a fair and reasonable compensation for any loss that may be sustained as a result of Seller’s failure to timely perform. Seller shall be liable for Daily Delay Damages from the date of any missed Key Milestone and every day between such date and the earlier of: (a) the date the missed Key Milestone is achieved, or (b) the date, if any, on which the ESA is terminated by Buyer.</p>	

	<p>If Seller fails to timely achieve multiple Key Milestones on any given day, then Seller shall pay Buyer the aggregate amount of Daily Delay Damages for all of the Key Milestones that have not been timely achieved as of such date.</p>	
<p>30. Special Purpose Entity</p>	<p>Seller shall be, as of the Effective Date, and shall remain throughout the Term, a bankruptcy remote special purpose entity, in conformance with the general requirements and standard structure of such an entity and the requirements to be set forth in the ESA.</p> <p>On or before the Effective Date of the PPA. Seller shall deliver (i) a non-consolidation opinion, as to the non-consolidation of Seller in a bankruptcy of any member of Seller, addressed and delivered to Buyer; and (ii) an enforceability opinion in form and substance acceptable to Buyer. Seller shall cause the Facility debt to be equal to or less than seventy percent (70%) of the Facility cost</p>	
<p>31. Assignment and Change in Control</p>	<p>Seller shall not assign the PPA without the prior written consent of Buyer, other than that Seller may without consent assign the PPA for the sole purpose of financing the Facility to any project lender or a tax equity investor, <u>provided</u> that the terms of any such consent including all agreements thereto conform with the requirements of the PPA.</p> <p>Buyer may assign the PPA, without consent of Seller, to any party..</p> <p>Buyer's consent shall be required prior to the occurrence of any change in control. Change in control and permitted transfers shall be agreed to and defined in the ESA.</p>	
<p>32. Contract Price</p>	<p>The "Contract Price" = Base Price Rate (described below) x Contract Capacity (described above, and as adjusted downward by Adjustment Factors)</p> <p>"Adjustment Factors" consist of the Dischargeable Energy Adjustment Factor, Round-Trip Efficiency Adjustment Factor, Availability Adjustment Factor. Adjustment Factors are determined by performance testing and shall be further defined in the ESA.</p> <p>The "Base Price Rate" is: \$[x]/kW-mo. for [x] MWac for [x] hours of energy storage</p> <p>Additional cycle adder of \$[x]/MWh for each additional cycle above the Annual Cycle Limit specified on Appendix 3 hereto.</p> <p>The Contract Price shall be invoiced on a monthly basis in arrears in accordance with the invoicing terms in the ESA. Buyer shall pay undisputed amounts from such invoice no later than the sixtieth (60th) day after receipt by Buyer of Seller's invoice.</p>	

33. Auxiliary Power	<p>Subject to the conditions in the ESA, the Facility may use the Facility's battery to provide auxiliary power subject to an annual cap of [x] MWh. Seller will install an auxiliary load meter to measure any and all auxiliary power use at the Facility and reimburse Buyer at [\$x] for such use from the battery.</p> <p>Seller may, subject to satisfaction of any applicable requirements of the Transmission Provider and ESA which may include entering into a separate transmission service agreement, as well as in coordination with Buyer concerning the times, schedule, and manner of such use, utilize and pay for energy from the Transmission Provider for auxiliary power when necessary for prudent operation of the Facility when the battery and not able to provide sufficient auxiliary power; provided such use does not impact Seller's obligations under the ESA, including Seller's cycle commitments. Seller will pay the Transmission Provider and/or the applicable retail service provider for any auxiliary power that it draws from Transmission Provider.</p>	
34. Storage Grid-Charging	<p>Buyer will have the ability to charge the Facility from the grid in the full amount of the BESS capacity [x MW] and discharge and deliver such grid charging energy at [x MW] for [x] hours. Buyer will responsible for the cost for all charging energy associated with charging from the grid, provided Seller shall pay any auxiliary power use in accordance with the ESA. The Facility should provide grid charging capability while adhering to the round-trip efficiency, number of cycles per day and per year and capacity and availability guarantees, and any other operational commitment in the ESA.</p>	
35. Accommodations to Financing Parties	<p>Where necessary and appropriate, Buyer shall enter into a reasonable consent and agreement with Seller and any project lender providing customary requirements with respect to the collateral assignment of the ESA and financing of the Facility, including, among others, relating to a lender's step in and cure rights, and rights of foreclosure following a default by Seller. For the avoidance of doubt, Buyer shall have no obligation to agree to any amendment or other modification to the ESA that is proposed by a lender in such consent and agreement.</p>	
36. Future Phases; Additional Projects	<p>Buyer shall have a right of first offer to evaluate and negotiate an agreement for any and all products from any additional phases of the Facility, as well as any separate projects that are being developed by Seller or any affiliates of Seller and that will use or share interconnection, infrastructure, land, equipment (including the ability to jointly procure equipment), or other facilities.</p> <p>In addition, should Buyer decline to purchase the output from, or capacity of, any such additional phases or projects, Seller shall covenant that it will not subsequently offer more favorable monetary terms to another buyer for the same output or capacity</p>	

	unless Seller first provides Buyer with a subsequent right to purchase the output for the more favorable price.															
37. Project Labor Agreement	Seller shall describe to what extent a project labor agreement can be in place.															
38. Appendices	<p><u>Appendix 1</u>: The Milestone Schedule for the Facility shall be completed by Seller in <u>Appendix 1</u> of this Term Sheet.</p> <p>Appendix 2: The Expected Capacity chart for the Facility shall be completed by Seller in <u>Appendix 2</u> of this Term Sheet.</p>															
39. Authorized Contact Information	<table border="0"> <tr> <td>SELLER:</td> <td>BUYER:</td> </tr> <tr> <td>Name: _____</td> <td>Name: _____</td> </tr> <tr> <td>Title: _____</td> <td>Title: _____</td> </tr> <tr> <td>Contact Information: _____</td> <td>Contact Information: _____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	SELLER:	BUYER:	Name: _____	Name: _____	Title: _____	Title: _____	Contact Information: _____	Contact Information: _____	_____	_____	_____	_____	_____	_____	
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Seller and Buyer agree that this Term Sheet does not contain all of the requisite terms and conditions of a definitive ESA. This Term Sheet is not intended to create, nor does it create, a binding and enforceable commitment between the Parties. Seller and Buyer agree that no binding contract will exist between the Parties until the Parties execute a definitive ESA. Seller and Buyer agree that any costs or obligations incurred as a result of, or during the course of, negotiation or other associated work on this Term Sheet shall be the sole responsibility of each individual Party, and shall not implicate the other Party for any costs whatsoever.

During the RFP period, communications with SCPPA or its Members, other than in the manner specified in the solicitation, are prohibited. No contact should be made with the SCPPA Board of Directors, SCPPA staff, committees, or working group representatives, or SCPPA Members concerning this RFP. Any verbal or written communications between any Respondent/Seller (potential or actual), or its representatives and SCPPA's Board of Directors or any SCPPA Member's Commissioner, executive management, Council District Office, Councilmembers, Council staffers, elected and non-elected City officials, and bodies that have direct or indirect influence on evaluation, selection, negotiation, and approval, regarding this procurement are strictly prohibited from the date of RFP advertisement through the date of the execution of the contract. Any violation of the requirements set forth in this Section may constitute grounds for immediate disqualification of the offending firm from participation in this procurement.

SELLER:

BUYER:

Southern California Public Power Authority

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Appendix 1: Milestone Schedule

* Designates a Key Milestone

Pre-COD				
No.	Guaranteed Date	Milestone Description	Daily Liquidated Damages for Delay	Security deposit at milestone achievement
1.	10 days following Effective Date	Provision of Development Security		\$[x]/kW of BESS System Capacity
2.	On or before Commercial Operation Date	Post-COD security		\$[x]/kW of BESS System Capacity
3.	Completed	Execute Site Control Agreements		
4.	[date]	Execute Interconnection Agreement	Mitigation Plan to complete	
5.	[date]	Execute Facility financing documents	Mitigation Plan to complete	
6.	[date] Or an earlier date notified by the Seller	Begin construction of the Facility.*	Development Security divided by 180 for each day of delay for up to 180 days of delay	
7.	[date] Or an earlier date notified by the Seller	GCOD*	Development Security divided by 180 for each day of delay for up to 180 days of delay	
Post-COD				
8.	Monthly on-going	Seller to provide monthly reports of expected performance and indicators of when there may be a performance issues.		
9.	Monthly on-going	Seller to provide monthly reports of past performance that include but are not limited to: Facility performance summary with month/year to date Facility performance on charging energy, discharging energy, capacity issues, comparison of actual vs. expected, availability, operational summary including weather for the month, reasons for downtime, scheduled maintenance and repairs; safety and environmental summary.		

Appendix 2: Expected Capacity

Contract Year	Expected Capacity (MW)
0	
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Appendix 3

OPERATING RESTRICTIONS

The Facility shall be subject to the following Operating Restrictions. The Parties may develop and finalize additional mutually agreed upon Operating Restrictions prior to the Commercial Operation Date; *provided*, the Operating Restrictions may not be more restrictive of the operation of the Facility than as set forth below, unless agreed to by Buyer in writing in Buyer's sole discretion.

I. STORAGE FACILITY OPERATING RESTRICTIONS

File Update Date:	[XX/XX/20XX]	
Technology:	[Technology]	
Storage Unit Name:	[Unit Name and Number]	
Contract Capacity		
Guaranteed Storage Capacity (MW):	[X]	
Installed Storage Capacity (MW):	[X]	
Total Unit Dispatchable Range Information		
Interconnect Voltage (kV)	[X]	
Maximum Storage Level (MWh):	[X]	
Minimum Storage Level (MWh):	[X]	
Time to Full Charge Guarantee (MWh):	[X]	
Maximum Charging Capacity Guarantee (MW):	[X]	
Maximum Discharging Capacity Guarantee (MW):	[X]	
Minimum Charging Capacity Guarantee (MW):	[X]	
Minimum Discharging Capacity Guarantee (MW):	[X]	
Maximum State of Charge during Charging Guarantee:	[X]	
Minimum State of Charge during Discharging Guarantee:	[X]	
Annual Cycle Limit:	[X]	
Daily Dispatch Limits:	[X]	
Response Time Guarantee:	[X]	
Charge and Discharge Rates		
Mode	Maximum (MW)	Ramp Rate (MW/s) Description
Energy (Charge) Guarantee:	[X]	[Charging mode]
Energy (Discharge) Guarantee:	[X]	[Discharging mode]
Ancillary Services		
Voltage Support:	[X]	
Spinning Reserve:	[X]	
Non-spinning Reserve:	[X]	
Regulation Up:	[X]	
Regulation Down:	[X]	
Black Start:	[X]	
Other [Specify]:	[X]	