# Attachment A

## Nondisclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (this “Agreement”) is 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(n) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”).

**RECITALS**

For the purpose of furthering a potential business relationship between them with respect to an energy storage pilot (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, that is marked “Confidential” by Owner and 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. “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 last date set forth beneath the Parties’ signatures below 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 counterparts, including in facsimile and electronic formats (including portable document format (.pdf)) and with use of an electronic or digital signature, each of which will be deemed an original and all of which, when taken together, constitute 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 below by its duly authorized representative.

**Salt River Project Agricultural
Improvement and Power District**

By: Jerald “Chico” Hunter

Its: Manager, Innovation & Development

Date:

**[Insert Company Name]**

By:

Its:

Date:

# Attachment B

**Notice of Intent to Respond**

Please complete the fields below and return to SRP by July 10, 2024 at 5:00 PM (Arizona time) with the signed NDA if you intend to respond to the RFP.

## Company Information

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Technology: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Contact Information

Primary Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment C

## Credit Questionnaire

1. Please provide the transacting entity’s legal name and address, if available, and credit and contract contact information.

1. Please provide a certified copy of the transacting entity’s charter documents (articles of incorporation, articles of organization, etc.).

1. Please provide a description of the transacting entity’s legal structure along with an organizational chart.

1. Please indicate if the transacting entity/parent/affiliate is rated investment grade or higher by S&P or Moody’s.
2. 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 $40-60/kW and security during project operation of approximately $40-60/kW. Please describe how the transacting entity anticipates meeting this requirement.
3. Please attach or provide a PDF or link to most recent audited annual reports.
4. Please provide an explanation of the transacting entity’s experience associated with utility scale energy projects (5MW+).
5. Please provide biographies/background for the transacting entity’s executive management and project team.
6. Please attach the transacting entity’s board resolution or equivalent document authorizing this type of transaction.

# Attachment D

## Proposal Questionnaire

Please provide your answers within this document to the following questions.

## Company and Technology Background

1. Provide a company description and describe relevant experience with large utility-scale renewable energy, lithium-ion battery projects, and longer than 4-hour duration energy storage projects.
	1. If the bidder is the energy storage technology provider, provide a description of the planned EPC or construction partner planned for the project, and their experience with utility scale renewable energy, lithium-ion battery or longer than 4-hour duration energy storage projects.
2. Provide brief backgrounds for key company leadership at the energy storage technology provider company.
3. Provide a description of the technology proposed.
4. Explain the reasoning behind the proposed size and duration for a demonstration project of your technology.
5. Describe the technology commercialization plan and timeline.
6. Describe how completing a pilot of this size fits into the commercialization plan for the technology. Are there aspects of the technology that need to be demonstrated at this scale to move to larger scale installations?
7. Describe the maturity and locations for the technology’s supply chain of major components.
8. List any applications for Department of Energy funding submitted (pending and/or awarded).
9. Describe previous pilot projects deployed with the proposed energy storage technology.
	1. Provide details on the size and completeness of the projects, length of time in operation, summary results from the testing, lessons learned, and gaps identified/addressed.
	2. List any references including site locations and contact information for each site.
	3. Explain how previous lessons learned will provide a sufficient basis for the engineering for the proposed pilot.
	4. Explain how this pilot will help resolve outstanding design issues and further the development of the technology.

## Technology Performance Information

1. Are there performance characteristics in the performance data sheet that still need to be determined from field testing?
2. Describe any operational risks due to limited field testing.
3. Describe the operational ambient humidity and temperature limits of the proposed system including any provisions for heating or cooling.
4. Describe how ambient conditions affect auxiliary and station loads and system derates.
5. Describe restrictions or derates this pilot will help define or verify.
6. Provide system round-trip efficiency curves or tables for different levels of state of charge (SOC) if known.
7. Provide system round trip efficiency curves or table for different levels of power output over the operating range if known.
8. Provide system charge and discharge curves to illustrate any limitations or variations on the rates of charging or discharging over the full zero to 100 percent SOC range to achieve a 10-hour discharge and 10-hour charge.
9. Describe any operational constraints or performance impacts around different states of charge (e.g., decreased round trip efficiency at low SOC).
10. Describe the service water and demineralized water required for balance of plant over a 24-hour period that includes a full charge and discharge cycle, and the respective water discharge, in gallons. Differentiate between water requirements for charging, discharging, and idle states.
11. Describe any differences in water requirements due to seasonal variations.
12. What is the estimated lifetime in cycles for your system?
13. Describe how the proposed system will maintain nameplate energy and power capacity (augmentations, replacements, oversizing, etc.) to achieve the lifetime in Question 10.
14. Describe which major components limit system life and what maintenance is needed on those components (replacement, repair, refurbishment, etc.) to achieve the estimated system lifetime.
15. Describe the power and energy capacity degradation annually assuming 300 full cycles per year.
16. Provide a description of subsystems, components, and/or other auxiliary power usages that must remain in operation during standby. Describe any differences in standby loads during hot or cold standby, varying by SOC, or other variables as needed.
17. If applicable, define and describe any similarities and differences of the technology’s operational states such as “hot” or “cold”.
18. Describe the range of potential standby losses in terms of loss of charge over a 24-hour period based on system state of charge or ambient conditions if it varies based on these factors.
19. Describe any emergency power requirements for the system to ensure safe operation should the primary point of interconnection go offline.
20. Provide the required operations staff (personnel and titles) and number of shifts for both the proposed pilot and the staff levels expected if deployed at a 200 MW scale.

## Proposal Information

1. Assume SRP would have full dispatch control for up to one full cycle per day as shown in **Appendix A**, excluding any days needed for maintenance. The proposed schedule is shown as symmetrical with a 10-hour charging time and a 10-hour discharging time. Please describe if the proposed schedule would create operational issues. **Note: The Effective Capacity is defined as the discharge rate at which the system can discharge continuously for the rated duration, net of any auxiliary loads, so the charging rate will likely be higher than the Effective Capacity.**
2. If the system can be designed to charge faster, please indicate the cost difference associated with a faster charge time to enable charging in 8 or 9 hours.
3. SRP prefers a commercial operation date (COD) of no later than March 1, 2028. Earlier dates are preferred. What is the estimated time (months) for design and construction to build your proposed project once contracts are executed with SRP? (Assume September 2025 for contract execution)
	1. If the bidder cannot meet this COD, please provide an explanation as to why and provide the earliest possible COD for SRP’s consideration.
4. Provide a high level timeline that discusses how the bidder plans to deliver the project on schedule and within budget. Indicate when major long lead equipment would need to be ordered by in order to meet COD. For components that do not have an existing supply chain, indicate what steps are needed to procure them – including if a new factory for your technology is necessary.
5. Provide a conceptual design and site layout within the 300’ x 500’ project site provided by SRP. Conceptual design shall show major energy storage equipment and ancillary items, primary access roads, expected terminal points for connections to SRP utilities and/or infrastructure, security fencing, process drainage collection equipment, etc. **Appendix F** provides further site details.
	1. If the proposed project needs less or more space, please provide a suggested site size, including construction laydown space. SRP will work with the selected bidder to finalize the site design.
6. Provide a conceptual one-line diagram of the energy storage system up to the Point of Delivery. See **Appendix D** for interconnection and delivery requirements.

## Safety and Decommissioning

1. Describe any environmental impacts and/or permitting risks associated with the project and the associated mitigation plans.
2. Describe the end-of-life/decommissioning plan for the system and any associated disposal related issues, including hazardous materials and estimated fraction of the system that could be recycled.
3. What are the safety issues and associated safety measures provided/recommended for the technology? Describe any fire or chemical safety hazards, if applicable.
4. Describe any safety certifications that are applicable to the proposed technology and if they have been completed or not completed yet.

## Proposal Pricing

Bidders shall include the following pricing structures as part of the proposal:

1. 10-year Grid-Charged ESA (Required)
	1. Monthly Capacity Payment ($/kW-month) for a 10-year term, no escalation
	2. Include any Investment Tax Credits
		1. Include a description of any tax credits assumed in the proposed Monthly Capacity Payment and the expectations for meeting the requirements in the Inflation Reduction Act for domestic content and apprentice and labor requirements.
	3. Include the SRP land lease agreement cost, of $5.00 per acre per year, based on your proposed site size.
	4. Include a description of the decommissioning cost estimate. The bidder shall be responsible for all costs of decommissioning, removing the project from the site and returning the site to the original condition at the end of the ESA term.
	5. A pro forma of the ESA will be sent to bidders following execution of the NDA. The capacity payment should be developed assuming the proposed agreement structure.
		1. Complete the proposed Guaranteed Round-Trip Efficiency (GRTE) table below (Exhibit E in the ESA) for each year of the term of the ESA.

|  |  |
| --- | --- |
| Contract Year | Proposed GRTE |
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |
| 6 |  |
| 7 |  |
| 8 |  |
| 9 |  |
| 10 |  |

* + 1. Complete the proposed Guaranteed Availability (defined in Exhibit F in the ESA) table below for each year of the term of the ESA. SRP understands as a demonstration project not all of the proposed technologies are at the same level of maturity.

|  |  |
| --- | --- |
| Contract Year | Proposed Guaranteed Availability |
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |
| 6 |  |
| 7 |  |
| 8 |  |
| 9 |  |
| 10 |  |

* 1. A pro forma of the Ground Lease Agreement will be sent to bidders following execution of the NDA. The capacity payment should be developed assuming the proposed Ground Lease Agreement structure and insurance requirements, if using the SRP owned site.
	2. SRP may consider proposals to negotiate a new ESA or purchase the plant at the end of the term but cannot guarantee operation of the facility beyond the term of the ESA given the demonstration pilot nature of the project.
	3. Please assume the following:
		1. Assume daily cycling per schedule given in **Appendix A**, except during maintenance outages.
		2. Assume PPA includes all O&M costs under one full cycle per day use profile as noted in the Charge/Discharge Chart in **Appendix A**.
		3. Assume SRP provides charging energy at no cost and the discharging energy is provided back to SRP at no cost.
		4. Assume SRP provides interconnection, transmission, scheduling, and balancing services at no cost.
		5. Include the cost of auxiliary loads (defined in **Appendix D**) directly associated with the energy storage system, which will be considered part of the charging energy and round-trip efficiency losses. Auxiliary loads will be served through the POD.
		6. The bidder shall be responsible for the cost of the station load (defined in **Appendix D**) under the applicable retail price plan, provided separately from the local electric service provider, not from the Point of Delivery. See [www.srpnet.com/price-plans/business-electric/overview](http://www.srpnet.com/price-plans/business-electric/overview).
1. Indicative Build-Transfer (Turnkey) Price for 200 MW, 10 Hour Discharge Plant (Required)
	1. Capital Cost ($), provide a cost break-down into the following categories:
		1. Energy Storage System Cost, including break-down for major component costs
		2. Balance of Plant
		3. Design & Construction
	2. Variable O&M ($/MWh delivered, excluding charging energy), assuming daily cycling of 100% of effective energy capacity
	3. Fixed O&M ($/kW-yr), assuming daily cycling of 100% of effective energy capacity
	4. SRP wants to understand the commercialization potential of the storage technology and cost projections at this scale and time frame given our energy storage resource needs. SRP understands this pricing is non-binding but wants to be able to evaluate how ready the technology is to scale in this time frame. Please include a description of the following:
		1. Key improvement in cost or performance expected in this time frame due to improvements in the commercial design and/or manufacturing economies of scale to produce the technology or key custom components.
		2. Supply chain development needed for key components or custom parts to deliver this scale of plant, including description of domestic versus foreign suppliers.
		3. Current business plan timeline for achieving commercial deployments at this scale.
		4. In the *2024 CCERC LDES RFP - Proposal Data.xlsx* spreadsheet, please provide estimated performance values for this larger plant design if different from the data provided for the pilot project proposal.
	5. Please assume the following:
		1. Assume for a hypothetical 2027 SRP RFP with a contract signed in 2028 and COD in 2032.
		2. Assume located in Arizona near the Phoenix metro area on a stand-alone, grid charged operation. If the technology requires a different location, please specify.
		3. Exclude land or interconnection costs from this estimate.