



**Request for Proposal (RFP)  
for the  
*FlexPOWER Bundle*<sup>SM</sup>  
(Photovoltaic Solar, Energy Storage, and All-Source Firming Resources)**

**Request for Proposal No. 7000163185**

**Issued: November 30, 2020**

**Proposal Submission Deadline: February 1, 2021 by 3:00 p.m. (Central Time)**

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# I. PURPOSE

## A. BACKGROUND

The City of San Antonio, acting by and through City Public Service Board (“CPS Energy”) is issuing this Request for Proposals (“RFP”) to solicit formal proposals from companies (each a “Respondent”) for the purchase of electric energy, electric capacity and related benefits (“Products”) from generation resources to support the **FlexPOWER Bundle<sup>SM</sup>** which is the next step along our **Flexible Path<sup>SM</sup>**. The **Flexible Path<sup>SM</sup>** is our strategic approach to thoughtfully discover, explore and implement new power generation solutions over the next 20 years and beyond, transforming our generation fleet to lower and non-emitting resources.

**FlexPOWER Bundle<sup>SM</sup>** will replace a portion of our existing aging power generation capacity. The **FlexPOWER Bundle<sup>SM</sup>** has been broadly designed to add up to:

- 900 MW of solar resources,
- 50 MW of energy storage; and
- Up to 500 MW of all-source firming capacity.

We will generally assess all the submissions across CPS Energy’s following enterprise **GUIDING VALUE PILLARS & FOUNDATION**:



Our **Guiding Pillars** of **Reliability**, **Customer Affordability**, **Security**, **Safety**, **Environmental Responsibility**, and **Resiliency**, built on a **Foundation** of consistently remaining **Financially Responsible**, are at the forefront of our strategies, processes and decision making. Our customers and our community are our key stakeholders, and we are committed to listening to their ideas, hearing their concerns, and continually receiving their feedback to make actionable decisions. Based on initial surveying we have conducted, we know that having **Reliable** and **Affordable** power is important for our customers. CPS Energy also relies on an actively caring safety culture that protects the physical safety of our employees and customers and also provides solutions for cybersecurity challenges that the industry faces daily to ensure a more resilient grid operation. **Environmentally Responsible** power generation is also a highly rated consideration among our customers, and CPS Energy is currently proud to be a leader in both solar and wind power in Texas and the nation. Foundationally, CPS Energy will continue to make **Financially Responsible** decisions that maintain customer affordability while upholding our superior credit ratings.

## **B. ABOUT CPS ENERGY**

CPS Energy is the nation’s largest municipally owned energy utility providing both natural gas and electric service. Acquired by the City of San Antonio in 1942, CPS Energy serves more than 840,000 electric customers and 352,000 natural gas customers in and around San Antonio (1,515 square mile service area). CPS Energy is governed by a five-person Board of Trustees, consisting of the Mayor of the City of San Antonio and four citizens representing the four geographical quadrants of the City of San Antonio (the “**Board**”). Information about CPS Energy’s history, operations and management, and *Flexible Path* is available on [www.cpsenergy.com](http://www.cpsenergy.com).

## **C. STATEMENT OF INTENT**

CPS Energy intends to enter into power purchase agreements (each a “**PPA**”) and/or other agreement types with multiple companies (collectively, the “**Agreements**”) for up to 900 MW of photovoltaic (“**PV**”) solar generation, up to 50 MW of energy storage and up to 500 MW of all-source firming capacity and/or energy from other qualifying technologies. The eligible types of Products, technologies and ownership structures being solicited are described further in Section II.A. below. Details on the proposal submission process and the proposal evaluation process are also described further in this RFP.

The process of issuing and responding to this RFP, evaluation and selection of proposals, and the negotiation and approval of the Agreements is known as the “**Solicitation**”. Parties who are interested in participating in the Solicitation must first register and be approved for participation by CPS Energy as described further in this RFP (“**Participants**”). Participants who subsequently submit all required data, documents and other information in compliance with the requirements of this RFP (a “**Proposal**”) become Respondents. This RFP sets forth the terms and conditions by which CPS Energy will perform the Solicitation. A Participant agrees to be bound by all the terms, conditions and other provisions of this RFP and any changes or supplements to it that may be issued by CPS Energy. This RFP governs the Solicitation and supersedes any other written or oral form of communication between a Participant and CPS Energy concerning the Solicitation.

## **D. SOLICITATION PORTAL AND RESTRICTION ON COMMUNICATIONS**

CPS Energy has opened a web-based portal hosted on the PowerAdvocate sourcing platform (the “**Solicitation Portal**” or “**Portal**”). All information exchanged between the Participant and CPS Energy concerning the Solicitation must only be via the Portal from the time the Portal is open until it is closed by CPS Energy. Through the Portal, CPS Energy has the ability to observe information uploaded by the Participants prior to the deadline for Proposal submittal. The Portal allows a Participant to see only its own information and not the information of other Participants.

Also, through the Portal CPS Energy has the ability to communicate with the Participants. **Other than written communication through the Portal, Participants are prohibited from communicating with CPS Energy employees, representatives, staff, or Board Members regarding the Solicitation during the period in which the Portal is open.** Restricted communication includes, but is not limited to, “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the Solicitation and/or submitted proposals. Violation of this provision by Participants or their agents may lead to disqualification.

The web link to the Portal hosted by Power Advocate is shown below.

<https://www.poweradvocate.com/pR.do?okey=110873&pubEvent=true>

A Participant is responsible for ensuring it has registered for, and posts documents to, the correct portal hosted by PowerAdvocate. The Participant registering for access to the Portal must be the future Respondent and counterparty with which CPS Energy will engage and not consultants or attorneys for the Participant.

A Participant must not disclose its participation in this Solicitation (other than by attendance at any meeting held by CPS Energy with respect to the Solicitation) or collaborate on, or discuss with any other Participant or potential Participant bidding strategies or the substance of any Proposal(s), including without limitation the price or any other terms or conditions of any Proposal(s).

#### **E. SCHEDULE**

The key milestones for the Solicitation and their currently scheduled dates are provided in the table below.

<b>Milestone</b>	<b>Date</b>
Portal opened for interested party registration and communication	Mon 11/30/20
RFP and other Solicitation documents posted to the Portal	Mon 11/30/20
Pre-Bid Presentation Recording posted to the Portal	Mon 12/9/20 10:00 a.m. (Central time)
Deadline for Submittal of Questions, after which CPS Energy may not Respond	Tue 1/12/21 by 5:00 p.m. (Central time)
Deadline for Proposal Submittal - Portal closed to further posting by Participants, evaluation begins	Mon 2/1/21 by 3:00 p.m. (Central time)

This schedule and documents associated with the Solicitation are subject to change at CPS Energy's sole discretion at any time and for any reason. CPS Energy will endeavor to notify Participants of any changes to the Solicitation but shall not be liable for any costs or liability incurred by Participants or any other party due to a change or for failing to provide notice or acceptable notice of any change. Participants should factor this schedule and any changes thereto into their project development timelines and Proposals.

#### **F. PRE-BID PRESENTATION RECORDING**

CPS Energy will not host an in-person live pre-bid meeting or webcast regarding the Solicitation due to concerns over potential technical difficulties in live hosting such a large event and fairness to potential Participants from distant time zones. Instead, CPS Energy will prepare a video recording concerning the RFP and the overall Solicitation process. The recording will include video of a presentation deck and audio of the speakers presenting the deck. The recording will be posted to the Portal on or before the date identified in the Schedule section of this RFP. Viewing of the recording is not mandatory for Participants.

## **II. PRODUCTS AND REQUIREMENTS**

### **A. ELIGIBLE PRODUCTS**

The following Products are eligible for Proposal in response to the RFP.

# 1. Solar Photovoltaics

		Solar PV (900 MW)					
		PV Only		PV + Integrated Storage			
		<u>Transmission Scale Solar PV ("TPV")</u>	<u>Distribution Scale Solar PV ("DPV")</u>	<u>Community Solar ("CPV")</u>	<u>Transmission Scale Solar plus Storage ("TPVS")</u>	<u>Distribution Scale Solar plus Storage ("DPVS")</u>	<u>Community Solar plus Storage ("CPVS")</u>
1	Product Type	Unit Contingent Electric Energy and Renewable Energy Credits (RECs)					
2	Resource Ownership	Respondent					
3	Resource Status	Existing or Proposed New					
4	Access to Resource	All Hours					
5	Term	10-25 Years					
6	First Delivery	As soon as possible, Respondent to propose					
7	Size	=> 50 MW	5-9.95 MWac, <=10 MWac aggregate per substation		=> 50 MW	5-9.95 MWac, <=10 MWac aggregate per substation	
8	Interconnection	ERCOT Grid or CPS Energy Bulk Electric System (BES)	13 kV or 35 kV CPS Energy distribution circuit		ERCOT Grid or CPS Energy Bulk Electric System (BES)	13 kV or 35 kV CPS Energy distribution circuit	
9	Delivery Point	Resource Node and HB North or HB South	Distribution Generation Resource (DGR) Node, or Settlement-Only Distribution Generator (SODG) Node, and Load Zone CPS		Resource Node and HB North or HB South	Distribution Generation Resource (DGR) Node, or Settlement-Only Distribution Generator (SODG) Node, and Load Zone CPS	
10	Storage Duration	N/A			2 hour minimum		
11	Storage Cycles	N/A			At least 1 cycle per day		
13	Pricing	\$/MWh for all energy and RECs			Melded \$/MWh for all energy and RECs. Proposal must also breakout \$/MWh for solar energy and RECs and \$/kW-month for storage for informational purposes.		
14	Allowed Price Escalation	None					



		Solar PV (900 MW)					
		PV Only			PV + Integrated Storage		
		<u>Transmission Scale Solar PV ("TPV")</u>	<u>Distribution Scale Solar PV ("DPV")</u>	<u>Community Solar ("CPV")</u>	<u>Transmission Scale Solar plus Storage ("TPVS")</u>	<u>Distribution Scale Solar plus Storage ("DPVS")</u>	<u>Community Solar plus Storage ("CPVS")</u>
15	Other Key Requirements	Tier 1 components required	Tier 1 components required. Smaller resources acceptable if aggregated to specified minimum with CPS Energy access to meter telemetry and ability to control the resources at least at the aggregate level.	Tier 1 components required. Smaller resources acceptable if aggregated to specified minimum with CPS Energy access to meter telemetry and ability to control the resources at least at the aggregate level.	Capacity of storage component cannot exceed the capacity of solar component. Storage must be chargeable from the grid by CPS Energy after tax benefit period.	Capacity of storage component cannot exceed the capacity of solar component. Storage must be chargeable from the grid by CPS Energy after tax benefit period. Smaller resources acceptable if aggregated to specified minimum with CPS Energy access to meter telemetry and ability to control the resources at least at the aggregate level.	Capacity of storage component cannot exceed the capacity of solar component. Storage must be chargeable from the grid by CPS Energy after tax benefit period. Smaller resources acceptable if aggregated to specified minimum with CPS Energy access to meter telemetry and ability to control the resources at least at the aggregate level.

## 2. Energy Storage

		Storage (50 MW)		
		<u>Transmission Scale Storage ("TS")</u>	<u>Distribution Scale Storage ("DS")</u>	<u>Community Storage ("CS")</u>
1	Product Type	Unit Contingent Capacity dispatchable by CPS Energy		
2	Resource Ownership	Respondent		
3	Resource Status	Existing or Proposed New		
4	Access to Resource	All Hours		
5	Term	10-25 Years		
6	First Delivery	Respondent to propose		
7	Size	=> 10 MW	5-9.95 MWac, <=10 MWac aggregate per substation	

		Storage (50 MW)		
		<u>Transmission Scale Storage ("TS")</u>	<u>Distribution Scale Storage ("DS")</u>	<u>Community Storage ("CS")</u>
8	Interconnection	ERCOT Grid or CPS Energy Bulk Electric System (BES)	13 kV or 35 kV CPS Energy distribution circuit	
9	Delivery Point	Resource Node and HB North or HB South	Distribution Generation Resource (DGR) Node, or Settlement-Only Distribution Generator (SODG) Node, and Load Zone CPS	
10	Storage Duration	2 hour minimum		
11	Storage Cycles	At least 1 cycle per day		
13	Pricing	\$/kW-month capacity payment		
14	Allowed Price Escalation	Capacity Payment - fixed (0%), VOM - escalation allowed.		
15	Other Key Requirements	Storage must be chargeable from the grid by CPS Energy.		

### 3. Firming

		Firming (500 MW)				
		<u>Transmission Scale Firming All Hours ("TF")</u>	<u>Transmission Scale Firming 4 Hours ("TF4")</u>	<u>Transmission Scale Firming 6 Hours ("TF6")</u>	<u>Transmission Scale Long-Duration Storage based Firming 12 Hours ("TF12")</u>	<u>Distribution Scale Firming ("DF")</u>
1	Product Type	Unit Contingent Capacity dispatchable by CPS Energy	Unit Contingent Capacity and Energy		Unit Contingent Capacity dispatchable by CPS Energy	
2	Resource Ownership	Respondent				
3	Resource Status	Existing or Proposed New				
4	Access to Resource	All Hours				
5	Term	Gas Fired 4-10 Years, Others 10-25 Years				
6	First Delivery	Respondent to propose, delivery by the beginning of peak season (June 1) of the proposed year is preferred but not required.				
7	Size	=> 50 MW			5-9.95 MWac, <=10 MWac aggregate per substation	

		Firming (500 MW)				
		<u>Transmission Scale Firming All Hours (“TF”)</u>	<u>Transmission Scale Firming 4 Hours (“TF4”)</u>	<u>Transmission Scale Firming 6 Hours (“TF6”)</u>	<u>Transmission Scale Long-Duration Storage based Firming 12 Hours (“TF12”)</u>	<u>Distribution Scale Firming (“DF”)</u>
8	Interconnection	ERCOT Grid or CPS Energy Bulk Electric System (CBES)				13 kV or 35 kV CPS Energy distribution circuit
9	Delivery Point	Resource Node and HB North or HB South				Distribution Generation Resource (DGR) Node, or Settlement-Only Distribution Generator (SODG) Node, and Load Zone CPS
10	Storage Duration	Unlimited	4 hours	6 hours	12 hours	Unlimited
11	Storage Cycles	N/A	At least 1 cycle per day			N/A
12	Firming Duration	Unlimited	4 hours	6 hours	12 hours	Unlimited
13	Pricing	\$/kW-month capacity payment and a non-fuel VOM charge in \$/MWh. Negotiate fuel management, contracting, and scheduling as applicable.				
14	Allowed Price Escalation	Capacity Payment - fixed (0%), VOM - escalation allowed, fuel negotiated as applicable				
15	Other Key Requirements	A storage resource must be chargeable from the grid by CPS Energy. Any resource must have a CO2 emissions rate < 1,000 lb/MWh, with ramp rates and cycling capabilities equal to or better than a natural gas-fired combined cycle resource.				

#### 4. Additional Product Specifications

A Proposal must be for one of the eligible Products described in the above section. Products that are not eligible include, but are not limited to, energy or capacity that is not electrical (for example, thermal energy storage without conversion to electric energy), energy or capacity that is not provided from a specific resource (a “**System Sale**”), renewable energy credits without the associated energy (“**Unbundled RECs**”), and financial instruments used to mitigate variable cost exposure without associated energy or capacity (“**Financial Firming**”).

Delivery dates for Products must be as soon as possible. For storage and firming Products, delivery by the beginning of peak season (June 1) of the proposed year is preferred but not required.

Solar technologies that are not eligible include, but are not limited to, solar trough, solar thermal, solar dish engine.

Respondents whose proposals include Solar PV technologies are encouraged to configure the Solar PV resources to maximize energy delivery during hours that are most valuable to CPS Energy. Information concerning the hours that are most valuable to CPS Energy is provided in Exhibit C entitled “Information On Most Valuable Hours” and attached hereto.

Natural gas fired technologies that meet the CO2 emission and other features listed under Other Key Requirements are eligible (“**Eligible Thermal**”). Coal-fired resources are not Eligible Thermal. Respondents whose proposals include Eligible Thermal technologies are encouraged to include carbon offset, sequestration or other benefits that reduce the net carbon emissions attributable to the proposed resource. Other technologies consistent with the requirements described in the requirements table for Firming resources will be considered eligible and will be evaluated.

A Proposal for the Transmission Scale Firming All Hours (“**TF**”) product or the Distribution Scale Firming (“**DF**”) product may be from an Eligible Thermal or other eligible technology-based resource that is available for unlimited dispatch by CPS Energy. Proposals for the Transmission Scale Firming 4 Hours (“**TF4**”) and the Transmission Scale Firming 6 Hours (“**TF6**”) product may be from an Eligible Thermal or other eligible technology-based resource that is available for scheduling by CPS Energy for 4 or 6 hours a day, respectively. A Proposal for Transmission Scale Long-Duration Storage based Firming 12 Hours (“**TF12**”) may only be from an eligible storage technology-based resource with a duration of 12 hours or longer that is available for unlimited dispatch by CPS Energy.

#### B. POINTS OF DELIVERY

A Proposal must state a point of delivery (“**POD**”) for the product which is where the PPA price and compensation will be settled. For delivery from an ERCOT transmission connected resource, a price must be quoted for a POD at the Resource Node and another price for a POD at either the HB North or HB South.

For delivery from a distribution connected resource, a price must be quoted for a POD at the Distribution Generation Resource (“**DGR**”) Node or Settlement-Only Distribution Generator (“**SODG**”) Node, and another price for a POD at Load Zone-CPS Energy.

### **C. POINTS OF INTERCONNECTION**

Transmission connected resources must be located within the ERCOT grid and participate in the ERCOT market. The ERCOT grid includes the 138 kV and 345 kV bulk electric system (BES) transmission facilities owned by CPS Energy (the “**CPS Energy BES**”). Respondent is responsible for securing and paying all costs of the ERCOT interconnection up to the point of interconnection including applicable ERCOT fees associated with registration and qualification and considering such costs in its proposed price. Proposals for transmission connected resources must include documentation showing that the resource is on track to achieve interconnection by the date indicated in Respondent's project schedule. At a minimum, the documentation must include proof that an ERCOT Screening Study has been initiated. Respondent must follow the interconnection process and procedures outlined in ERCOT protocols, guides and other binding documents. See the attached Exhibit H, entitled “ERCOT Interconnection Requirements” for a link to ERCOT Planning Guide and other documents.

Transmission connected resources that will be interconnected to the CPS Energy BES must also meet certain siting requirements, including but not limited to:

1. Respondent must obtain and transfer to CPS Energy transmission easements, switchyard property, and access to switchyard within their property.
2. The switchyard site to be transferred to CPS Energy must be within a mile of an existing transmission line.
3. Respondent must obtain any additional transmission easements, switchyard property, and access required from other landowners.

Distribution connected resources must be located within the CPS Energy electric delivery service territory and must be connected to the CPS Energy distribution system with all interconnection costs to be paid by Respondent. For purposes of its Proposal, a Respondent should assume estimated interconnection costs of \$500,000. Pricing and terms will be finalized after the site selection, which shall reflect actual costs incurred. Distribution Connected projects must comply with the latest version of the CPS Energy Distributed Generation (“**DG**”) Manual. See the attached Exhibit I, entitled “CPS Energy Distribution Interconnection Requirements” for a link to the CPS Energy DG Manual.

### **D. ADDITIONAL REQUIREMENTS**

A Proposal must comply with the provisions of Presidential Executive Order 13920 (E.O. 13920) issued May 1, 2020, titled “Securing the United States Bulk-Power System” (“**BPS**”) which (among other things) prohibits any acquisition, importation, transfer, or installation of BPS electric equipment by any person or with respect to any property to which a foreign adversary or an associated national thereof has any interest, that poses an undue risk to the BPS, the security or resiliency of U.S. critical infrastructure or the U.S. economy, or U.S. national security.

If and when Respondents enter into the Agreements, Respondents must provide and maintain a current SOC 2 Type 2 report, as specified in the CPS Energy Physical and Cyber Security Provisions. Respondents are directed to the Draft Form Agreements for details concerning this and other requirements of these provisions.

If and when a Respondent is working on a CPS Energy information system or industrial controls system, the Respondent must comply with both the CPS Energy Information Systems Use Policy and the CPS Energy Enterprise Cyber Security Policy (Non-NERC). See the attached Exhibit J, entitled “Information Systems Use Policy” and the attached Exhibit K, entitled “Enterprise Cyber Security Policy (Non-NERC) for a form of both policies.

A Proposal must include a description of the operational control scheme for the proposed resource. CPS Energy prefers to be the Qualified Scheduling Entity (“QSE”) for all resources where it will be the majority off-taker.

A Proposal must include a description of the metering and communications for the resource, including the location of meters used for measuring the net output of the resource, the control system for the resource, and the communication systems between the resource and any CPS Energy control function.

A Proposal must include a single-line electrical drawing reflecting (as applicable) the solar panel system, battery system, generators, inverters, step up transformer, and disconnecting means to the overhead/underground point of demarcation.

Respondents are encouraged to detail any recommendations, processes, planning, or tools that will enable their resource to be or remain successful.

Respondents should be sure to provide any additional information that hasn’t been requested that will help clarify their Proposal and allow CPS Energy to conduct a thorough evaluation of the Proposal.

#### **E. TEXAS PUBLIC RECORDS ACT**

Respondent acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials it provides in response to this RFP are subject to the provisions of the Public Information Act, Texas Government Code, Chapter 552. If Respondent believes information or materials submitted to CPS Energy constitute trade secrets, proprietary information or other information that is excepted from disclosure under the Public Information Act, Respondent shall be solely responsible for specifically and conspicuously designating that information by placing “CONFIDENTIAL” in the center header of each such page affected and where indicated in the Portal, as it determines to be appropriate. Should a request for information be made, CPS Energy shall provide notice of such request to affected respondents, who will then have an opportunity to file an objection to disclosure.

## **F. DRAFT FORM PPAS AND TERM SHEETS**

Draft form PPAs and Term Sheets (collectively, “**Draft Form Agreements**”) addressing one or more of the Products will be posted to the Portal for review by Respondents. See the attached Exhibit G, entitled “Draft Form Agreements” for more detail on the Draft Form Agreements. The Draft Form Agreements provide further specific details regarding each of the Products, such as conditions precedent, commercial operation date and performance guarantees, security posting, interconnection, operations, metering, scheduling, compensation, and CPS Energy optional purchase of the resource.

## **G. PURCHASE OPTION**

A Proposal may provide to CPS Energy a purchase option that CPS Energy can exercise to acquire the resource for its appraised fair market value at a specified time or times during, or at the end of, the PPA term (“**Purchase Option**”). Respondent is directed to the Draft Form Agreements for details concerning the specific requirements and terms of the Purchase Option. A Purchase Option must also include an exercise price (resource acquisition price) and expiration date (resource acquisition year) for the proposed Purchase Option. CPS Energy will evaluate the Purchase Option exercise price and the Purchase Option exercise year during the Quantitative Evaluation process described in this RFP. If the Purchase Option allows for immediate exercise, and CPS Energy selects the Purchase Option as a Finalist, CPS Energy may elect to enter an asset purchase agreement or other similar agreement with the Respondent rather than a PPA.

## **H. IMPORTANCE OF COMMUNITY STEWARDSHIP**

CPS Energy has been an economic engine for the greater San Antonio area for over 75 years. We take great pride in contributing to the economic well-being of the Greater San Antonio community by leveraging our buying power to benefit our community. We also believe strongly in working with partners that can help fuel economic growth through any combination of job creation, workforce development and capital investment in the San Antonio area. Proposals will be evaluated, in part, based on community investment commitments that contribute to the local economy and community. We are specifically interested in initiatives that align with the following areas but strongly encourage firms to be as creative as they would like in preparing proposals.

1. Employment Creation
2. Capital Investments
3. Business Mentoring Programs
4. Educational Funding And Training Opportunities

Community Stewardship components of a Proposal will be reviewed as part of the qualitative evaluation described in Section IV of this RFP. See attached Exhibit A entitled “Information Required for Qualitative Evaluation” for detailed information on the data and documents that Respondents must provide for review of Community Stewardship.

### **III. PROPOSAL FORMAT & SUBMITTAL**

#### **A. SUBMISSION OF PROPOSALS**

A Proposal is considered the aggregate of the information uploaded by Respondents to the Portal. The information required is specified in the “Commercial”, “Technical” and “Pricing” tabs identified in the Portal (for example, product, technology, capacity, efficiency, price, etc.) (“**Information**”).

The Information is in the form of data entered directly into cells on the respective tabs, and written documents that are uploaded where indicated on the Portal. The Portal is designed to accept the majority (as much as practical) of the Information as data, restricting the data entry to only certain eligible types and values. The purpose is to ensure the Information entered is consistent across all Respondents and Proposals such that CPS Energy can consistently, fairly and quickly organize the Information and evaluate the Proposals and minimize the amount of written (e.g. PDF, DOC) documents that CPS Energy must review and interpret.

Respondents are strongly advised to carefully review the Draft Form Agreement relevant to their proposed products prior to uploading information to the Portal. If and when a Respondent is selected for negotiation of an Agreement, CPS Energy will utilize the Information submitted to populate the relevant portions of the Agreements for that Respondent. Respondents should upload information with the understanding that it will ultimately result in binding contract terms.

Respondent may submit multiple Proposals using the following rules to differentiate among the Proposals:

- A single construction phase of a resource at one site = one Proposal
- Different capacity or initial delivery year or POD or price = different Proposal
- Multiple construction phases at one site = multiple Proposals
- Different Product at same site = different Proposal
- Different site = different Proposal

Respondent must generate and provide a unique name for each of its Proposals (“**Proposal Name**”) by using the proposal naming tool provided on the Portal. The Proposal Name is a combination of key data entries for a Proposal. The resulting Proposal Name must thereafter be used by the Respondent when referring to the Proposal and must be inserted into the file name of each document for the Proposal uploaded by the Respondent. The purpose of the Proposal Name is to allow CPS Energy to more easily identify and differentiate among Proposals and documents particularly if the volume of Proposals received is relatively large.

#### **B. PROPOSAL WRITTEN DOCUMENTS**

Written documents must be text-searchable PDF (portable document format, non-zipped) and must contain documents reproduced directly from the native document (i.e. Word, Excel, MicroStation, AutoCAD). Scanned images and documents will be considered irregular and may be rejected.



### **C. PROPOSAL SUBMISSION REQUIREMENTS**

Exhibits to this RFP summarize the Information that must be uploaded by Respondents to the Portal. These include Exhibit A, entitled “Information for Qualitative Evaluation” and Exhibit B, entitled “Information Required for Quantitative Evaluation” attached hereto. **Respondents are directed to the tabs in the Portal to review all of the information and the specific type and level of detail that must be provided. That level of detail is not provided in the exhibits.**

### **D. FIRM PROPOSAL**

Each Proposal shall be firm, not subject to price escalation, and binding for one hundred eighty (180) days from the date the Proposals are due under this RFP.

### **E. TAXES**

CPS Energy, a municipally owned electric and gas utility, is a TAX-EXEMPT ORGANIZATION. CPS Energy is exempt from certain sales and use taxes with respect to the purchase price of materials, supplies, equipment and consumables purchased under a separate contract. CPS Energy will provide a Sales Tax-Exemption Certificate upon request.

### **F. INSURANCE**

The insurance requirements that must be met by Respondent are summarized below. This summary is provided for information only. Respondent is directed to the Draft Form Agreements for details concerning the specific requirements. If a conflict arises between this summary, the requirements in the Draft Form Agreement, or executed agreement between Respondent and CPS Energy, the executed agreement shall govern.

Respondent agrees to carry and keep insurance in full force during the Term of any Agreements sufficient to fully protect CPS Energy from all damages, claims, suits and/or judgments including, but not limited to, errors, omissions, violations, fees and penalties caused or claimed to have been caused by, or in connection with the performance or failure to perform under the Agreements by Respondent, Respondent’s agents or employees, a Respondent’s Subcontractor(s), or its agents or employees. Respondent’s insurance shall be primary to and non-contributory with any self-insurance and/or insurance maintained by CPS Energy. Should the Minimum Insurance Requirements of CPS Energy change, the Respondent shall be notified in writing and Respondent shall have sixty (60) days to meet the new requirements. Should the new requirements add materially to Respondent’s cost, Respondent should notify CPS Energy and request adjustment in Respondent’s compensation.

### **G. CONFLICT OF INTEREST ATTESTATION**

Respondent must complete and submit the conflict of interest attestation summarized in the Disclosure exhibit of this RFP. The Respondent and each entity holding an equity stake in such Respondent shall respond either “yes” or “no” to each of the questions in the Disclosure. If the response is “yes” to any question(s), a detailed explanation of the circumstances shall be provided. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the Proposal and require its rejection. The term “affiliate” shall mean any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

## **IV. EVALUATION AND SELECTION PROCESS**

### **A. EVALUATION PROCESS**

The Solicitation will comply with applicable CPS Energy procurement policies and procedures. The Proposal evaluation process will include both qualitative and quantitative components.

The evaluation process begins with a screen to identify and remove from further evaluation Proposals that are incomplete or do not comply with the basic requirements of the Solicitation (“**Threshold Screen**”). Examples of situations where a Proposal fails the Threshold Screen include, but are not limited to, 1) the proposed product is not compliant with the Product definitions, 2) a substantial number of data fields in the Portal are incomplete; 3) key Information necessary to complete a comprehensive evaluation have not been uploaded.

Proposals that pass the Threshold Screen will then enter a detailed qualitative and quantitative evaluation. In evaluating Proposals, CPS Energy, in its sole discretion, will give weight and importance to the evaluation criteria listed below:

1. Project Feasibility;
2. Project Capability;
3. Counterparty Profile;
4. Community Stewardship;
5. Price and Overall Cost to CPS Energy.

### **B. ADDITIONAL RIGHTS**

CPS Energy may, in its sole discretion, at any time during the Solicitation:

1. Appoint evaluation committees to review Proposals, seek the assistance of outside technical experts and consultants in Proposal evaluation, and seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
2. Revise and modify, at any time before the Deadline for Proposal Submittal, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology.
3. Hold interviews and meetings to conduct discussions and exchange correspondence with either all Respondents or only those with Proposals that CPS Energy elects to select for detailed discussions (“**Shortlisted Proposals**”) in order to seek an improved understanding and evaluation of an individual Respondent’s Proposal.
4. Issue a new RFP.
5. Cancel or withdraw the entire RFP or any part thereof.

### **C. CONFIDENTIALITY AGREEMENT**

If and when a Proposal becomes a Shortlisted Proposal, the associated Respondent must upload an executed version of a confidentiality agreement (“**Confidentiality Agreement**” or “**CA**”) prior to commencement of interviews. CPS Energy will post a draft form of the CA to the Portal at the time of shortlisting for the Respondent to review and upload with requested changes (if any). CPS Energy expects to execute a CA that is substantially similar to the draft form CA that will be provided. Failure by the Respondent to negotiate requested changes to the CA (if any) with CPS Energy and gain execution of the CA by both parties may result in the disqualification of the Respondent from further participation in the Solicitation. Depending upon the CA submitted, CPS Energy may require additional confidentiality obligations with collaborating entities.

### **D. ACCEPTANCE AND REJECTION OF PROPOSALS**

CPS Energy may or may not award an Agreement after analysis and evaluation of the Proposals. CPS Energy reserves the right to reject any and all Proposals, to waive minor formalities and irregularities, and to evaluate the Proposals to determine which, in CPS Energy’s sole judgment, represents the best value for the Products requested.

### **E. EXCEPTIONS**

Respondent is required to provide comments to the Draft Form Agreement relevant to its proposed Product(s) in the form of a redline as part of its Proposal. The proposed changes must be specific and include a detailed explanation and supporting rationale for each. General comments, drafting notes and footnotes such as “parties to discuss” will be disregarded and not negotiated. CPS Energy expects to execute agreements that are substantially similar to the form agreements provided. Exceptions to the Draft Form Agreements requested by a Respondent will be reviewed as part of the qualitative evaluation described in Section IV of this RFP.

### **F. CONTRACT NEGOTIATIONS**

In anticipation of an award, there will be a period of negotiations to finalize the agreement(s) between the parties. An Agreement, including all terms, conditions, exhibits, and attachments must be executed by both CPS Energy and the successful Respondent in order to create a binding enforceable agreement between CPS Energy and the successful Respondent.

### **G. COST RESPONSIBILITY**

Respondent shall bear its own expenses in connection with the Solicitation including, but not limited to, the negotiation and preparation of the Agreements.

### **H. EXCLUSIVITY**

If and when a Proposal becomes a Shortlisted Proposal, from that date through the date of execution by both Parties of an Agreement, the Respondent and/or its affiliates shall not execute an agreement with any other party for the sale of energy and/or capacity from the underlying Resource(s) such that the Resource(s) would no longer be able to provide to CPS Energy the energy and/or capacity described in the Shortlisted Proposal.

### **I. PUBLICITY**

The Parties intend to issue joint public announcements, in the form of press releases, case studies, and/or other materials, containing content mutually agreed to by the Parties, upon execution of the

Agreements. Neither Party shall use the name, logo, or any other indicia of the other Party in any public statement, press release, other public relations or marketing materials, the identity of the other Party, or any underlying information with respect to the Agreement(s) at any time without the prior written consent of the other Party, which it may withhold in such other Party's sole discretion. Prior to making any such permitted use, each Party shall provide for the other Party's review and approval any publicity materials. Any and all goodwill from use of CPS Energy's name, logo, or indicia will inure to CPS Energy's sole and exclusive benefit.

**J. BOARD OF TRUSTEES**

While preliminary selection, due diligence and even detailed negotiations and other processes could transpire to ensure critical progress is made, any action taken to award an agreement by CPS Energy may be subject to approval by the CPS Energy Board of Trustees and may not be final until such approval process has been completed. No payment can be made for action taken or Services started prior to the execution of an agreement by both parties.

## **EXHIBIT A – INFORMATION FOR QUALITATIVE EVALUATION**

A summary of the information that must be uploaded to the Portal by Respondents for purposes of the qualitative evaluation is provided below. The required information differs among the product types. **This is provided for information only. Respondents are directed to the tabs in the Portal to review all of the information and the specific type and level of detail that must be provided for each product type. That level of detail is not provided in this Exhibit. In the case of conflict between this summary and the detail identified in the Portal, the detailed identified in the Portal shall govern.**

### **Project Feasibility**

1. Proposals must describe the resource technology including a description of key aspects, features, benefits, drawbacks, history of its development and current status of deployment for utility scale operations.
2. Proposals must state a point of delivery where the PPA price will be settled. For delivery from an ERCOT transmission connected resource, a price must be quoted for a POD at the Resource Node and another price for a POD at either the HB North or HB South. For delivery from a distribution connected resource, a price must be quoted for a POD at the Distribution Generation Resource (“DGR”) Node or Settlement-Only Distribution Generator (“SODG”) Node, and another price for a POD at Load Zone-CPS Energy.
3. Proposals for transmission connected resources must include documentation showing that the resource is on track to achieve interconnection by the date indicated in Respondent's project schedule. At a minimum, the documentation must include proof that an ERCOT Screening Study has been initiated.
4. Proposals for transmission connected resources that will interconnect with the CPS Energy Bulk Electric System must include documentation showing that the following requirements have been satisfied or will be satisfied by the date indicated in Respondent's project schedule; Switchyard site must be adjacent to existing transmission line, Respondent must provide transmission easements, switchyard property, and access to switchyard within their property, Respondent must obtain any additional transmission easements, switchyard property, and access required from other landowners. If the resource will be located outside the City of San Antonio, all of the above requirements plus that the resource must be adjacent to switchyard or less than 1 mile from switchyard.
5. Proposals for distribution connected resources must include documentation showing that the resource is on track to achieve interconnection by the date indicated in Respondent's project schedule. Distribution connected resources must be located within the CPS Energy electric delivery service territory and must be connected to the CPS Energy distribution system with all interconnection costs to be paid by Respondent. Interconnection must be on a 13 kV or 35 kV CPS Energy distribution circuit with a maximum resource energy capability between 5-9.95 MWac and with the aggregate capability at each substation node

not exceeding 10 MWac. Proposals must include documentation confirming that Respondent has factored distribution interconnection costs of \$500,000 into its proposed pricing. Pricing and terms will be finalized after the site selection, which shall reflect actual costs incurred. Distribution Connected projects must comply with the CPS Energy DG Manual.

6. Proposals involving gas-fired resources must include proof of natural gas supply and interconnection satisfactory to CPS Energy. Proof includes copies of gas supply contracts, gas transportation agreements, and gas management services agreements proving gas supply sufficient for delivery of maximum natural gas demand is/will be established per Respondent's project schedule.
7. Proposals must include proof of water supply and conveyance satisfactory to CPS Energy. Proof includes copies of water supply contracts, conveyance agreements, water rights agreements and related documents proving water supply sufficient for delivery of maximum water demand is/will be established per the date specified in Respondent's project schedule.
8. Proposals must include proof of Site Control satisfactory to CPS Energy. Proof of site control includes copies of title, lease, option to lease documents proving control is/can be established per the per the date specified in the Respondent's project schedule.
9. Proposals involving existing resources must describe current condition of existing facilities and any capital improvements that are necessary to ensure reliability.
10. Proposals must include a realistic and attainable project plan and schedule considering all permits and approvals, supply chain, site acquisition, interconnection and transmission.
11. Proposals must include a description of Proposer's decommissioning plan for the resource at the end of its life, even beyond the term of any Agreement, including plans for equipment removal, site cleanup and remediation with an emphasis on minimizing environmental impact. Please provide a plan for recycling/reuse of any equipment that would be removed on decommissioning.
12. If selected a Finalist, CPS Energy will enter into negotiations with Respondent towards execution of an Agreement. A Draft Form Agreement applicable to the Product being proposed is provided as part of the RFP as a Microsoft Word document. A Proposal must include the Draft Form Agreement relevant to the product being proposed with changes requested by Respondent (if any) shown in redline strikeout. The proposed changes must be specific and include a detailed explanation and supporting rationale for each. General comments, drafting notes and footnotes such as "parties to discuss" will be disregarded and not negotiated. Proposed modifications to the Draft Form Agreement will be subject to negotiation between CPS Energy and Respondent.
13. Proposals must include a financing plan for the proposed resource. Respondent will be scored on the credibility of its plan to raise all tranches of capital needed to successfully close on both construction and permanent financing, which may include the following: debt, tax equity related to accelerated tax depreciation (5 year MACRS); tax equity for the

ITC and/or application for the Treasury's Grant-in-lieu of ITC Program (if applicable), and Respondent's own equity.

### **Project Capability**

14. Solar proposals must include a forecast of the expected annual energy output of the resource performed using PVSyst, and a guaranteed annual output as a percentage of forecast. Resources will be subject to annual review of metered output to determine compliance with guarantee.
15. Solar plus Storage proposals must include a forecast of the expected annual energy output of the resource performed using PVSyst, and a guaranteed annual output as a percentage of forecast. Resources will be subject to annual review of output to determine compliance with guarantee.
16. Proposals must state a maximum storage duration.
17. Proposals must state the allowed storage cycles per day.
18. Proposals must state the time required to charge the resource from minimum to maximum state of charge.
19. Proposals must include a Capacity Guarantee. Resources will be subject to annual test with test results adjusted to guarantee conditions to determine compliance with guarantee.
20. Proposals must include both a guaranteed equivalent forced outage rate (EFOR) rate and a guaranteed equivalent availability factor (EAF).
21. Proposals must state the load ramping rate of the resource from minimum load to maximum load as a percentage of contract capacity
22. Proposals must state the minimum load of the resource as a percentage of contract capacity.
23. Proposals must state allowable starts per day.
24. Proposals must state the ability of the resource to provide ancillary services (regulation, spinning reserves, non-spinning reserves, load following, black start).
25. Proposals must include documentation of the expected CO<sub>2</sub> emission rate in lb/MWh.
26. Proposals must include documentation of the expected NO<sub>x</sub> emission rate in lb/MMBtu.
27. Proposals for existing resources must include documentation of all Notice of Violation (NOV) and Notice of Enforcement (NOE) issued by the Texas Commission on Environmental Quality (TCEQ).
28. Proposals must include documentation of the expected water consumption rate of the resource in gallons per MWh.

## Counterparty Profile

29. Proposals must provide safety information for the most recent three (3) years including an annual statement of worker's compensation Experience Modification Rating (EMR), the OSHA Recordable Injury Rates (RIR) and the U.S. Bureau of Labor Statistics (BLS) SIC Code RIR > 1.0, the OSHA citation history.
30. Respondent must provide an electronic copy of its safety manual. Respondents with safety manuals that have not been updated to meet current OSHA standards within the last twelve (12) months may be disqualified. Respondent must also provide a statement of Respondent's ability to provide an individual that has completed the OSHA thirty (30) hour outreach training course; will be committed and available to support the Services to be performed under the Proposal; and will be responsive in a timely manner to CPS Energy's request for participation in safety events, analysis and/or sessions.
31. Proposal must include a list of any citations, notices of violation, legal proceedings, fines, or project terminations that any Federal, State, local regulatory agency or department, corporation, or individual has issued to or against Respondent, or any employee of Respondent while that employee was working for Respondent, during the past three (3) years ("**Citations**"). For each Citation, state the nature of the Citation and the date of its resolution, together with the contact person for Respondent who could address any questions about the matter. If there are no Citations, Respondent shall provide such a statement.
32. Respondent must complete and submit the Responsible Respondent Questionnaire summarized in the Responsible Respondent Questionnaire exhibit to this RFP. Respondent and each entity holding an equity stake in such Respondent shall respond either "yes" or "no" to each of the questions in the Questionnaire. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the Proposal and require its rejection. The term "affiliate" shall mean any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.
33. Proposals must include a Business Questionnaire summarized in the Business Questionnaire exhibit to this RFP. The Business Questionnaire assists CPS Energy, who is a federal contractor for reporting its contracting activity to the federal government, in identifying Respondent's business, if applicable, as Local, Small, and/or Diverse in accordance with the definitions/descriptions in the Questionnaire.
34. Proposals must include a description of Respondent's experience developing resources similar to that proposed. Additional review of Respondent's direct development experience, positive or negative third-party references, and industry reputation may result in the Respondent receiving a higher or lower score than application of the above criteria would otherwise indicate.



35. Proposals must include information on the credit ratings and audited financial statements of Respondent.
36. Proposals must include information on the short-term balance sheet analysis, internal cash flow generation and short-term liquidity sources of Respondent.
37. Proposals must include information on the capital structure composition, debt profile, long term balance sheet analysis of Respondent.
38. Proposals must include information on the operational history, corporate structure and profitability (history/trends) of Respondent.

### **Community Stewardship**

39. Proposals must state the number of full-time, permanent jobs that will be created in San Antonio, details regarding the types of jobs (i.e., roles/functions/titles) and the number of positions for each respectively by year. A full-time, permanent job means 2,080 straight-time paid hours in a fiscal year with benefits.
40. Proposals must provide details and dollar value of permanent capital investment that company intends on making in San Antonio (i.e., office lease, warehouse lease, land purchase, etc.) and any timeline associated with these investments.
41. Proposals must provide details describing a mentoring program that provides workforce developmental assistance and business opportunities for small, local and/or diverse/minority-owned businesses in the San Antonio area as part of the project.
42. Proposals must provide details regarding the Respondents commitment to educational funding and the nature or type of that funding that is included. The nature or type should be focused on academic opportunities to develop clean technology education at the primary and/or secondary school level with emphasis on STEM (science, technology, engineering, mathematics) programs, and a commitment to paid internships or training opportunities.
43. Each Proposal must state whether an owner, equity holder, partner, member or principal of Respondent is a manufacturer, supplier, distributor or provider (“**Provider**”) of technology-related systems, equipment, components, parts, technologies and/or services. If so, the Proposal must state the name, address and state of organization of such Provider, describe the nature of the Provider’s business, and a description of where the Resource supplies and materials will be sourced from, as well as the percentage, if any, of such sourcing:
  - outside the USA (provide name and location)
  - in the USA, but outside the State of Texas (provide name and location)
  - in the state of Texas, but outside CPS Energy’s service territory
  - within CPS Energy’s service territory (provide name and location)

- by subcontractors of Respondent, if available
  - a commitment to offer subcontracting opportunities to industry-leading small, local and/or diverse/minority-owned businesses in accordance with CPS Energy Subcontracting Requirements.
44. Respondent must provide information concerning any environmental, social, and governance (ESG) Risk Rating score it has received from Sustainalytics, an established ESG rating agency. Ratings must be based on disclosures in the public domain and not paid or otherwise influenced by Respondent. Scores from other ESG rating agencies may be substituted in place of Sustainalytics ratings if they are substantially similar in rating methodology and quality.
45. Respondent must complete and submit a Climate Equity Screening Tool form to allow CPS Energy to judge how the Proposal is/will prioritize the communities burdened the most by climate change and are most socially vulnerable to it. The Climate Equity Screening Tool is used to evaluate a potential action with respect to five climate equity themes.

## **EXHIBIT B – INFORMATION FOR QUANTITATIVE EVALUATION**

A summary of the information that must be uploaded by the Respondent to the Portal for purposes of the quantitative evaluation is provided below. **This is provided for information only Respondents are directed to the tabs in the Portal to review all of the information and the specific type and level of detail that must be provided. That level of detail is not provided in this Exhibit. In the case of conflict between this summary and the detail identified in the Portal, the detailed identified in the Portal shall govern.**

### **Storage Technologies**

- Battery age (if existing) (cycles)
- In Service Date
- Technology
- Battery life (years)
- Battery life (cycles)
- Economic life (years)
- Storage Capacity (MWh)
- Battery capacity at hour ending 19 (MW)
- Nameplate Capacity (MW)
- Annual capacity degradation (% of capacity (MW))
- Duration (hours)
- Charge efficiency (%)
- Discharge efficiency (%)
- Power degradation (% of MW per year)
- Minimum state of charge (%)
- Maximum state of charge (%)
- Round trip charging losses (%)
- Maximum number of cycles allowed per day (cycles)
- Maximum number of cycles allowed per month (cycles)
- Maximum number of cycles allowed per week (cycles)
- Maximum number of cycles allowed per year (cycles)
- Maximum time battery can output at maximum generating capacity (hours)
- Maximum generation capacity at CPS Energy peak hours (%)
- Maintenance outages per year (number)
- Forced outage rate (%)
- Mean planned repair time (hours)
- Mean forced repair time (hours)
- CO2 emission rate (lb/MWh)
- NOx emission rate (lb/MWh)
- Capacity price (\$/kW-month)
- Purchase Option Year (year)
- Purchase Option Price (\$ thousands)

### **Firming Technologies**

- For storage technologies, the above storage technology requirements apply
- Number of units
- Age of plant (if existing) (years)
- Technical life (years)
- Economic life (years)
- Start fuel type (Dropdown list)
- Generation fuel type (Dropdown list)
- Average daily capacity (MW)
- Capacity at hour ending 19 (MW)
- Capacity (MW)
- Summer capacity (MW)
- Winter capacity (MW)

- Fuel start cost (MMBtu)
- Unit start cost (\$)
- Unit start cost (including major maintenance) (\$)
- Minimum stable factor (generation level/nameplate capacity) (%)
- Maximum ramp up rate (MW/minute)
- Maximum ramp down rate (MW/minute)
- Minimum run time after a start (hours)
- Minimum down time after a shutdown (hours)
- Maintenance outage rate (%)
- Forced outage rate (%)
- Mean planned repair time (hours)
- Mean forced repair time (hours)
- CO<sub>2</sub> emission rate (lbs/MMBtu)
- Hg emission rate (lbs/MMBtu)
- NO<sub>x</sub> emission rate (lbs/MMBtu)
- SO<sub>2</sub> emission rate (lbs/MMBtu)
- Particulates emission rate (lbs/MMBtu)
- Average heat rate (daily) (Btu/kWh)
- Heat rate function (Var\_A - constant term, Var\_B - 1st order polynomial, Var\_C - 2nd order polynomial, Var\_D - 3rd order polynomial)
- Summer heat rate (Btu/kWh)
- Winter heat rate (Btu/kWh)
- Minimum load of the Project (at ISO conditions) (MW)
- Maximum load of the Project (at ISO conditions) (MW)
- Heat rate at minimum load with 1 CT running (MW)
- Heat rate at maximum load with all CTs running (with duct firing) (MW)
- Heat rate at maximum load with all CTs running (without duct firing) (MW)
- Capacity price (\$/kW-month)
- Variable O&M price (\$/MWh)
- Variable O&M price escalation (%/yr)
- Variable O&M price (without major maintenance) (\$/MWh)
- Variable O&M price (without major maintenance) escalation (%/yr)
- Fuel Management, Contracting, Scheduling cost (\$/month)
- Purchase Option Year (year)
- Purchase Option Price (\$ thousands)

### Solar Technologies

- System age (if existing)
- In Service Date (mm/dd/yyyy)
- Rating factor (8760 shape of generation output in Excel) (MW, Excel)
- PVSyst file (PDF)
- Technical life (years)
- Site Latitude (degrees)
- Site Longitude (degrees)
- Point of interconnection
- ERCOT point of delivery
- Economic life (years)
- Capacity (MW)
- Capacity at hour ending 19 (MW)
- Average daily capacity (MW)
- Power degradation (annual) (%)
- Minimum guaranteed energy level (%)
- Maintenance outage rate (%)
- Forced outage rate (%)
- Mean repair time (hours)

- Energy Price (\$/MWh) at Resource Node
- Energy Price (\$/MWh) at HB North or HB South
- Solar + Storage Melded Energy Price (\$/MWh) at Resource Node
- Solar + Storage Melded Energy Price (\$/MWh) at HB North or HB South
- Solar + Storage Indicative Solar Energy Price at Resource Node (information only) (\$/MWh)
- Solar + Storage Indicative Storage Capacity price at Resource Node (information only) (\$/kw-mo)

## EXHIBIT C – INFORMATION ON MOST VALUABLE HOURS

The following tables summarize the forecast value of energy to CPS Energy for a typical day in each month for the years 2025 and 2030. Values are expressed as the percent of the annual average value. **This is provided for information only. Respondents are directed to the Portal for the most recent version of this information. In the case of conflict between this information and the information provided in the Portal, the form provided in the Portal shall govern.**

2025	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
January	79%	74%	71%	70%	76%	86%	113%	121%	101%	95%	89%	87%	85%	83%	81%	81%	83%	87%	106%	110%	106%	97%	93%	84%
February	72%	68%	64%	63%	67%	74%	99%	104%	97%	96%	95%	92%	90%	88%	87%	87%	90%	93%	101%	111%	105%	97%	83%	76%
March	72%	61%	53%	57%	69%	81%	85%	86%	87%	91%	95%	98%	102%	106%	112%	120%	129%	129%	131%	145%	125%	103%	92%	81%
April	70%	63%	57%	58%	70%	82%	73%	75%	78%	83%	86%	90%	95%	104%	118%	148%	161%	155%	120%	120%	102%	91%	90%	79%
May	73%	65%	58%	57%	64%	74%	69%	73%	78%	83%	87%	91%	99%	109%	143%	161%	185%	154%	111%	106%	98%	88%	89%	79%
June	73%	67%	60%	56%	62%	69%	66%	71%	78%	85%	93%	103%	114%	123%	163%	198%	227%	198%	157%	117%	109%	96%	94%	83%
July	83%	75%	69%	67%	71%	78%	68%	73%	82%	93%	106%	119%	134%	151%	177%	228%	319%	184%	146%	131%	121%	106%	104%	92%
August	80%	73%	68%	67%	71%	78%	66%	70%	79%	91%	107%	122%	137%	165%	210%	269%	318%	225%	164%	145%	123%	110%	102%	88%
September	73%	68%	65%	66%	73%	82%	81%	82%	88%	96%	105%	114%	129%	138%	145%	154%	153%	145%	137%	135%	117%	101%	91%	81%
October	71%	65%	60%	62%	72%	85%	78%	79%	83%	87%	91%	97%	104%	112%	130%	145%	144%	129%	122%	113%	102%	90%	90%	81%
November	70%	65%	59%	57%	60%	68%	77%	80%	83%	89%	94%	97%	104%	106%	111%	115%	116%	121%	133%	126%	112%	98%	87%	77%
December	74%	68%	64%	63%	67%	78%	89%	96%	91%	91%	90%	89%	86%	85%	84%	84%	88%	102%	139%	135%	125%	109%	106%	87%
2030	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
January	70%	70%	70%	71%	71%	76%	104%	97%	90%	86%	83%	83%	82%	83%	84%	88%	95%	108%	205%	143%	109%	105%	83%	75%
February	72%	72%	71%	72%	73%	77%	100%	93%	88%	84%	82%	81%	80%	80%	81%	83%	89%	98%	148%	153%	113%	100%	88%	73%
March	69%	69%	70%	69%	70%	75%	91%	86%	84%	84%	81%	77%	74%	75%	76%	80%	86%	92%	113%	131%	139%	92%	77%	71%
April	68%	68%	68%	68%	68%	74%	81%	77%	76%	78%	75%	73%	72%	73%	74%	78%	96%	108%	122%	141%	152%	95%	72%	66%
May	64%	64%	64%	64%	65%	69%	75%	74%	75%	76%	75%	75%	76%	80%	81%	93%	126%	131%	166%	162%	140%	103%	75%	65%
June	62%	61%	62%	63%	64%	71%	76%	78%	86%	82%	80%	82%	88%	97%	100%	113%	129%	185%	162%	135%	128%	99%	71%	61%
July	71%	69%	71%	75%	75%	82%	85%	83%	87%	83%	82%	84%	89%	100%	106%	123%	149%	248%	240%	180%	150%	114%	77%	69%
August	83%	80%	83%	85%	85%	97%	97%	90%	91%	90%	91%	94%	106%	129%	155%	205%	298%	482%	589%	481%	301%	168%	93%	81%
September	71%	70%	71%	72%	73%	87%	93%	85%	84%	87%	83%	81%	81%	82%	85%	99%	139%	206%	324%	226%	154%	130%	80%	69%
October	66%	66%	66%	67%	67%	78%	88%	82%	79%	80%	76%	75%	75%	76%	79%	90%	112%	177%	220%	180%	112%	92%	70%	67%
November	67%	67%	68%	68%	68%	72%	91%	88%	84%	80%	79%	78%	78%	79%	82%	87%	91%	158%	198%	118%	93%	90%	68%	63%
December	69%	68%	69%	69%	69%	70%	97%	93%	88%	84%	82%	81%	81%	81%	83%	87%	94%	125%	221%	156%	116%	111%	89%	79%

## **EXHIBIT D – RESPONSIBLE RESPONDENT QUESTIONNAIRE**

A form of the Responsible Respondent Questionnaire is provided below. **This is provided for information only. Respondents are directed to the Portal for the draft form Responsible Respondent Questionnaire that must be completed and uploaded to the Portal. In the case of conflict between this form and the form provided in the Portal, the form provided in the Portal shall govern.**

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## RESPONSIBLE RESPONDENT QUESTIONNAIRE

### Questions

The Respondent and each entity holding an equity stake in such Respondent shall respond either “yes” or “no” to each of the following questions. If the response is “yes” to any question(s), a detailed explanation of the circumstances shall be provided. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the Proposal and require its rejection. The term “**affiliate**” shall mean any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past five years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

1. Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country?

Yes  No

2. Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any contract with any public entity?

Yes  No

3. Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any contract with any public entity?

Yes  No

4. Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any contract with any public entity?

Yes  No





5. Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law.

Yes  No

6. Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes  No

7. Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

Yes  No

8. Been assessed liquidated or other damages for failure to complete any contract on time?

Yes  No

9. Been terminated for default under any contract with a public agency?

Yes  No

10. Been the recipient of any claim in excess of \$500,000 relating to award of or performance of any contract with any public entity?

Yes  No

**Explain the circumstances underlying any “yes” answers for the aforementioned questions:**



**Verification / Declaration**

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate and that I am the Respondent's Official Representative.

Company Name:

Signature:

Printed Name:

Title:

Executed Date:

## **EXHIBIT E – DISCLOSURE**

A form of the Conflict of Interest Attestation is provided below for information only.

**Respondents are directed to the Portal for the Conflict of Interest Attestation that must be completed and uploaded to the Portal. In the case of conflict between this form and the form provided in the Portal, the form provided in the Portal shall govern.**

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## DISCLOSURE

In order to fulfill reporting requirements to the CPS Energy Board of Trustees, Company must check one box for each of the following questions:

(NOTE: THE FOLLOWING QUESTIONS ARE RELATED TO THE PROPOSED CONTRACT AND/OR SCOPE OF ACTIVITIES WITH CPS ENERGY. FOR QUESTIONS 1-2, PLEASE REFER TO THE LIST IN THE DISCLOSURE'S APPENDIX)

1. Is a current or former member of the CPS Energy Board of Trustees employed by, or otherwise on the payroll, of Company? A list of current and relevant former Trustees is included in the appendix.

Yes  No

\*\*If yes, please provide the name of the Trustee/former Trustee, their position at your organization, how long they are/were employed and will they be working on any activities with CPS Energy.

2. Is a current or former member of the CPS Energy Citizens Advisory Committee employed by, or otherwise on the payroll, of Company? A list of current and relevant former Citizen Advisory Committee members is included in the appendix.

Yes  No

\*\*If yes, please provide the name of the member/former member, their position at your organization, how long they are/were employed and will they be working on any activities with CPS Energy.

3. Is your organization a foreign (non-U.S.) governmental or state-owned entity? This includes any subsidiaries, contractors or subcontractors that may be involved with CPS Energy.

Yes  No

\*\*If yes, please provide the name of the governmental or state entity which owns your organization and/or subsidiaries, contractors or subcontractors. Also, what percentage ownership does the governmental or state entity retain?



4. Is your organization a foreign political party under the Foreign Corrupt Practices Act (the “FCPA”)? This includes any subsidiaries, contractors or subcontractors that may be involved with CPS Energy.

Yes  No

\*\*If yes, please provide the name of the foreign political party for your organization and/or subsidiaries, contractors or subcontractors.

5. Are any of your employees, partners, company officers, registered agents, or members of your board of directors considered foreign officials<sup>1</sup>, candidates for foreign political office, or party officials for a foreign political party under the FCPA? This includes any subsidiaries, contractors or subcontractors that may be involved with CPS Energy.

Yes  No

\*\*If yes, please provide the name of the individual(s) that is/are considered a foreign official, candidate for foreign political office or party official for a foreign political party (including subsidiaries, contractors or subcontractors). Also, please provide their position at your organization, how long they are employed and their current political or governmental affiliation.

6. In performance of your services under this contract, do you have any facilities/operations which are located/conducted outside of the United States or its territories? This includes any subsidiaries, contractors or subcontractors that may be involved with CPS Energy.

Yes  No

\*\*If yes, please provide the location and type of facilities/operations which are located outside of the United States or its territories, including subsidiaries, contractors or subcontractors.

<sup>1</sup> Foreign officials are defined by the FCPA to include any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of such government or department, agency of instrumentality, or for or on behalf of any such public international organization.

Revised  
10/2020



7. In performance of your services under this contract, does your organization conduct any business with governmental officials outside of the United States or its territories? This includes any subsidiaries, contractors or subcontractors that may be involved with CPS Energy.

Yes  No

\*\*If yes, please provide information regarding the government officials (governmental agency, names, location, etc.) and the specific activities they conduct with your organization, including subsidiaries, contractors or subcontractors.

In accordance with CPS Energy procurement policies and procedures, CPS Energy shall enter into agreements based on “best value,” which is the consideration of pricing together with several other factors, including, but not limited to, financial stability and economic development.

**No Current or Prior Conflict of Interest.** Company represents that it has/had no current or prior material business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would be inconsistent or incompatible with Company’s obligations to CPS Energy under any resulting agreement.

**Notice of Conflict.** If any actual or potential conflict of interest arises under this Agreement or if the Company is aware of any current or former CPS Energy employee that will work under this Agreement on their behalf, Company shall immediately inform CPS Energy in writing of such conflict or situation.

**Termination for Material Conflict.** Notwithstanding the representations made above, if CPS Energy becomes aware of any conflict of interest, through Company’s disclosure or otherwise, CPS Energy may terminate any resulting agreement without further liability to Company.

**Verification / Declaration.** I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate and that I am the Respondent’s Official Representative.

**Change of Status.** Company shall be responsible for the timely notification to CPS Energy of any change in the representations made above.



**Verification / Declaration**

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate and that I am the Respondent's Official Representative.

Company Name:

Signature:

Printed Name:

Title:

Executed Date:



**Appendix**

<b>CPS Energy Board of Trustees</b>	<b>Year</b>
Janie Gonzalez	2019-2020
Edward Kelly	2019-2020
Dr. Willis Mackey	2019-2020
Mayor Ron Nirenberg	2019-2020
John Steen	2019-2020
Janie Gonzalez	2018-2019
Dr. Homer Guevara Jr.	2018-2019
Edward Kelly	2018-2019
Dr. Willis Mackey	2018-2019
Mayor Ron Nirenberg	2018-2019
John Steen	2018-2019
<b>CPS Energy Citizens Advisory Committee</b>	<b>Year</b>
Diana Aguirre-Martinez	2019-2020
George L. Britton Jr.	2019-2020
Juan Cano	2019-2020
Dr. Adelta Cantu	2020
Luisa Casso	2019-2020
Andy Castillo	2019-2020
Bill Day	2019-2020
Mary Dennis	2019-2020
Frank Gonzalez	2020
John Kelly	2020
Michelle Lugalía-Hollon	2019-2020
Roger Plasse	2019-2020
Robert A. Romero	2019-2020
MaryEllen Veliz	2020
David Walter	2019-2020
Allie Watters	2019-2020
Klaus Weiswurm	2019-2020
Joe Yakubik	2019-2020
Raquel Zapata	2020
Diana Aguirre-Martinez	2018-2019
George L. Britton Jr.	2018-2019
Luisa Casso	2018-2019
Andy Castillo	2018-2019
Corina Castillo-Johnson	2018-2019
Bill Day	2018-2019
Mary Dennis	2018-2019
Michelle Lugalía-Hollon	2018-2019
Roger Plasse	2018-2019
Alvaro Rodriguez	2018-2019
Robert A. Romero	2018-2019
David Walter	2018-2019
Allie Watters	2018-2019
Klaus Weiswurm	2018-2019
Joe Yakubik	2018-2019



## **EXHIBIT F – BUSINESS QUESTIONNAIRE**

A form of the Business Questionnaire is provided below. **This is provided for information only. Respondents are directed to the Portal for the Business Questionnaire that must be completed and uploaded to the Portal. In the case of conflict between this form and the form provided in the Portal, the form provided in the Portal shall govern.**

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(FOR OFFICE USE ONLY)  
V#:

NAICS CODES:

ID CODE:



**CPS ENERGY BUSINESS QUESTIONNAIRE**

Phone: (210) 353-2474 Fax: (210) 353-3021 Website address: [www.cpsenergy.com](http://www.cpsenergy.com)  
Questions should be directed to (210) 353-2474, or e-mailed to [supplierdiversity@cpsenergy.com](mailto:supplierdiversity@cpsenergy.com)

1. Name of business: \_\_\_\_\_  
Doing business as: \_\_\_\_\_  
(Other business name, if applicable)  
Contact person and title: \_\_\_\_\_
2. Business mailing address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ / \_\_\_\_\_
3. Business telephone number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax number: ( ) \_\_\_\_\_ - \_\_\_\_\_  
General Business e-mail address **(Required)**: \_\_\_\_\_
4. Is the above business name and mailing address considered the home office?  Yes  No
5. Check appropriate box for Type Classification:  

<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Chamber of Commerce	<input type="checkbox"/> Federal/State/City Agency
<input type="checkbox"/> Municipality	<input type="checkbox"/> College/University/Institution	<input type="checkbox"/> Corporation
<input type="checkbox"/> Historically Black College/University or Minority Institution	<input type="checkbox"/> Sole Proprietor/Partnership	

Please see reverse or second page for definitions for the following questions:
6. Size of business: (check one)  Small Business or  Large Business  
(If you are having difficulty determining your size status please call SBA at 1-800-U-ASK-SBA or (202) 205-6618 for assistance.)
- 6b. Identify majority owner's ethnicity(owns at least 51% of company):  Black American,  Hispanic American,  
 Asian Pacific American,  Subcontinent Asian American,  Native American,  Caucasian American,  
 Not Applicable (N/A)  Other: Specify \_\_\_\_\_
7. Is your company certified by the SBA?  Yes  No  
If certified by any agency please provide the name of that agency: \_\_\_\_\_
8. What is the gender of the majority owner (owns at least 51% of company):  Male  Female  N/A  
Explanation if N/A: \_\_\_\_\_
9. Please check the following applicable boxes and attach all corresponding certification:  
 HUB Zone (Historically Underutilized Business Zone)\*\*  Veteran Owned  Service Disabled Veteran  
**\*\*Must Provide SBA Certification Certificate**
10. Number of Employees: \_\_\_\_\_
11. Primary NAICS Code: \_\_\_\_\_  
If the NAICS Code is unknown, please refer to [www.sba.gov/size](http://www.sba.gov/size) or provide a description of your materials and/or services so that we may apply the appropriate code for you: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Under 15 U.S.C. 645(d), any person who misrepresents a firm's status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.**

Printed name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM IS APPLICABLE FOR ONE (1) YEAR PERIOD. IT IS YOUR RESPONSIBILITY TO NOTIFY US IF YOUR SIZE OR OWNERSHIP STATUS CHANGES DURING THIS ONE (1) YEAR PERIOD. PLEASE LIST, ON THIS FORM, OR AN ATTACHED SHEET, ALL OTHER BUSINESS NAMES AND LOCATIONS THAT ARE AFFILIATED WITH YOUR FIRM, E.G., BRANCH LOCATIONS, ETC.**

Revised 09/2017

**CPS ENERGY**

**BUSINESS QUESTIONNAIRE DEFINITIONS  
AS STATED ON FEDERAL ACQUISITION REGULATION (FAR) PART 19 –  
SMALL BUSINESS PROGRAMS**

**DISADVANTAGED BUSINESS CONCERN:** Business which is unconditionally owned and controlled by one or more socially and economically disadvantaged individuals who are of good character and citizens of the United States, and which demonstrates potential for success.

**1. WHO IS SOCIALLY DISADVANTAGED?**

- a) *General.* Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. The social disadvantage must stem from circumstances beyond their control.
- b) *Members of designated groups.* 1) There is a rebuttable presumption that the following individuals are socially disadvantaged: Black Americans, Hispanic Americans, Native Americans (American Indians, Eskimos, Aleuts or Native Hawaiians), Asian Pacific Americans (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, or Northern Mariana Islands) and Subcontinent Asian Americans (with origins from India, Sri Lanka, Pakistan, the Maldives, Bhutan, Nepal and Bangladesh) are presumed to be disadvantaged by ethnicity.
- c) *Those who meet all of the requirements of 13 C.F.R. Part 124.*

**2. WHO IS ECONOMICALLY DISADVANTAGED?**

- a) *General.* Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.
- b) *Those who meet all the requirements of 13 C.F.R. Part 124.*

**WOMEN-OWNED SMALL BUSINESS CONCERN:** Means a small business concern--

- a) Which is at least 51% owned by one or more 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
- b) Whose management and daily business operations are controlled by one or more women.

**HUBZONE SMALL BUSINESS CONCERN:** Means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA.

\*HUBZone means a Historically Underutilized Business Zone, which is an area located within one or more qualified census tracts, qualified nonmetropolitan counties, or lands within the external boundaries of an Indian reservation.

**VETERAN-OWNED SMALL BUSINESS CONCERN:** means a small business concern--

- a) Not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101 (2)) or, in the case of any publicly owned business, not less than 51percent of the stock of which is owned by one or more veterans, and
- b) The management and daily business operations of which are controlled by one or more veterans.

**SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN:**

1.) Means a small business concern--

- a) Not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service-disabled veterans, and
- b) The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

2.) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101 (2), with a disability that is service-connected, as defined in 38 U.S.C. 101 (16).

**THE NORTHAMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(Please visit the U.S. SBA web site [www.sba.gov/regulations/](http://www.sba.gov/regulations/) for more information.)

## **EXHIBIT G – DRAFT FORM AGREEMENTS**

**Respondents are directed to the Portal for the Draft Form Agreements that must be redlined and uploaded to the Portal.**

## **EXHIBIT H – ERCOT INTERCONNECTION REQUIREMENTS**

Respondents are directed to the ERCOT website for the latest ERCOT Interconnection Requirements (<http://www.ercot.com/services/rq/integration>).

## **EXHIBIT I – CPS ENERGY DISTRIBUTION INTERCONNECTION REQUIREMENTS**

**Respondents are directed to the CPS Energy website for the latest CPS Energy  
Distribution Interconnection Requirements**

**([https://www.cpsenergy.com/content/dam/corporate/en/Documents/Distributed%20Generation%  
20Manual.pdf](https://www.cpsenergy.com/content/dam/corporate/en/Documents/Distributed%20Generation%20Manual.pdf))**

## **EXHIBIT J – INFORMATION SYSTEM USE POLICY**

A form of the CPS Energy Information System Use Policy is provided below. **This is provided for information only. Respondents are directed to the Portal for the most current CPS Energy Information System Use Policy. In the case of conflict between this form and the form provided in the Portal, the form provided in the Portal shall govern.**

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## Information System Use Policy

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**Policy Statement:** CPS Energy requires employees to use information systems constructively, respectfully and responsibly. Employees should maintain a work environment free of harassment and inappropriate behavior. All information created, stored or transmitted on CPS Energy information systems are the property of CPS Energy; employees do not have the expectation of privacy.

Nothing in this policy is intended to interfere with an employee's rights under any applicable federal and state law.

**Purpose:** The purpose of this policy is to ensure employees understand the importance of proper use of information systems, including social media, smartphones, and tablets.

**Scope:** This policy applies to all employees, including temporary employees, and contractors.

**Definitions:**

Term	Definition
<b>Confidential Information</b>	CPS Energy employees are encouraged to use privacy settings that will protect their personal information. "Confidential Information" may include information related to CPS Energy's strategic, financial, business or operational plans, processes and procedures, and includes all information stored or maintained electronically or otherwise that has not been publicly disclosed. Link to Confidentiality Statement: <a href="http://connect/Confidentiality_Statement.asp">http://connect/Confidentiality_Statement.asp</a>
<b>Social Media</b>	Internet and mobile-based tools used for sharing information and interacting with others; some examples: Twitter, Facebook, LinkedIn, YouTube, Flickr, weblogs, podcasts, wikis, forums, chat rooms and message boards.
<b>Information System</b>	Any combination of information technology that supports business operations, management and decision making. This includes but is not limited to computers/servers, smartphones, tablets, business applications and telephony





## Information System Use Policy

	systems.
<b>Smartphone</b>	A cellular device with built-in applications and Internet access. These devices provide a digital voice service, text messaging, e-mail, still and video cameras, and other applications.
<b>Mobile Device Management (MDM)</b>	An application used to remotely manage and monitor smartphones.
<b>Apple ID</b>	An ID tied to an Apple Smartphone which is required to download or purchase apps from the app store.
<b>Un-Authorized Devices</b>	Any device that is connected to a CPS Energy computer, network, or information system that has not been approved by Management. Such devices may include, but are not limited to un-approved USB storage devices, wireless routers, or Portable Music Players.

### Use of CPS Energy Information Systems:

Employees should act with integrity and respect when using CPS Energy information systems.

Proper Use of E-mail – Employees (and authorized contractors) should exercise good judgment in sending e-mail. E-mail is not secure, is discoverable in litigation and often is subject to open records requests.

Proper Internet Usage – Only employees (and authorized contractors) may use CPS Energy information systems to access on-line services and the Internet.

Employees must:

- Maintain password confidentiality; not share it with others without Enterprise Information Technology (EIT) or Enterprise IT Security (EITS) approval
- Respect laws related to material copyrighted or patented, trademarked or otherwise considered intellectual property



## Information System Use Policy

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- Load software, freeware or shareware on Company information systems only with authorization from EIT and supervision

### **Use of Social Media by CPS Energy:**

CPS Energy uses social media to promote Company products and services to customers, and to:

- Communicate with customers about CPS Energy services
- Educate customers about the Company
- Provide timely updates during inclement weather and emergencies

### **Representing CPS Energy on Social Media Sites:**

Only persons designated by CPS Energy are allowed to represent CPS Energy on social media sites. Contact Corporate Communications for guidance.

CPS Energy employees who represent the Company in the public domain must ensure their profile and related content remains professional and is consistent with CPS Energy branding.

### **Employee Participation in Social Media:**

CPS Energy recognizes that social media and emerging technologies are changing the methods people use to communicate and collaborate. Employees should remember that the Web is an open technology and an individual's identity can be revealed and traced back to its author.

Employees engaging in social media conversations about CPS Energy must:

- Disclose he/she is an employee of CPS Energy and describe his/her role at the Company; temporary employees and contractors must also disclose their relationship to CPS Energy when engaging in social media conversations about CPS Energy
- Include a disclaimer such as "This is my opinion and doesn't necessarily reflect the position of CPS Energy," unless one is an official Company spokesperson; without such clarification, even when posting as an individual, people may perceive an employee to be posting on behalf of the Company
- Act responsibly and ethically
- Protect confidential information
- Refrain from disparaging CPS Energy, its employees, supervision and customers
- Refrain from engaging in bullying, vulgar or abusive language, personal attacks, or use offensive or discriminatory terms toward specific groups or individuals



## Information System Use Policy

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- Refrain from posting video, photos or other media that may be perceived as vulgar, confrontational or discriminatory
- Respect copyright and fair-use laws; always cite sources and, when possible, link back to the information being shared
- Never use a CPS Energy e-mail address, phone number or contact information; only use a personal screen name, title, or e-mail address
  - o Exceptions: CPS Energy contact information may be used for sites related to professional organizations and/or professional networking, such as LinkedIn

CPS Energy employees are encouraged to use privacy settings that will protect their personal information.

### **Protecting Confidential Information:**

To protect CPS Energy confidential information, it is important that employees:

- Never disclose business confidential or proprietary financial or operating information related to CPS Energy
- Do not post video, photos or other media that displays CPS Energy facilities, property or personnel without written approval from Corporate Communications
- Never share information about CPS Energy customers
- Do not disclose personal information, including a photo or likeness, of customers or employees without their written permission
- Do not use CPS Energy's logo or other copyrighted information

### **Personal Use of CPS Energy Information Systems:**

CPS Energy information systems, social sites, smartphones, and tablets may be used by employees for limited personal use, unless prohibited by supervision, and provided that such use does not:

- Interfere with CPS Energy business or productivity
- Violate any Company policies or laws
- Result in financial cost to CPS Energy

### **Use of Personal Monitors:**

CPS Energy provides laptop devices to employees to enable them to work from their desk or other remote location. Employees are authorized to connect CPS Energy laptops to personally owned monitors approved by EIT and EITS. Wi-Fi enabled monitors and TV's, as well as USB connected monitors are strictly prohibited. Allowed connection types are VGA port, DVI port, Standard HDMI port, and Standard Display port (DP). Prohibited



## Information System Use Policy

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connection types are USB Type A, USB Type C, USB Micro B, Lightning, or any other type of connector that provides bi-directional communication between the monitor and the computer.

### **Inappropriate Use of Information Systems:**

The following are some examples of the inappropriate use of CPS Energy information systems:

- Hacking into computer systems or possession of hacker tools
- Managing a personal business or using for personal gain
- Searching for employment outside CPS Energy
- Sending chain letters, soliciting money or other contributions
- Removing communications equipment without authorization
- Attaching un-authorized devices to CPS Energy computers; such devices may include un-approved USB storage devices, wireless routers, or portable music players
- Deleting work products prior to termination
- Bullying, harassing or discriminating behavior accessing, sending or soliciting sexually oriented messages, images or prohibited websites

### **Monitoring of Social Media and E-mail:**

As with e-mail, an employee's use of social media is subject to monitoring and CPS Energy reserves the right to remove or report inappropriate content, including that of CPS Energy employees.

### **Use of Company Smartphones:**

All CPS Energy issued iPhones will come with the MDM application preinstalled. This application comes with its own set of security and technical device policies. These technical policies are a requirement for all personnel using CPS Energy issued smartphones and can only be changed by MDM administrators. This will ensure the confidentiality, integrity and availability of CPS Energy data and device.

Employees with a CPS Energy-issued smartphone may not:

- Connect the smartphone to non-CPS Energy issued computers.
- Use a personal Apple ID or a personal email to create an Apple ID; all Apple IDs must be tied to a CPS Energy email.
- Use CPS Energy P-Cards to purchase applications, music, or movies.

### **Use of Third-Party Applications:**

CPS Energy is responsible for the support of approved third-party applications. A complete list of approved applications can be found in the MDM application.

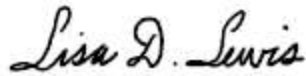


## Information System Use Policy

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- Reservation of Rights:** CPS Energy reserves the right to wipe any and all data from a company-issued device at any time without prior notice. The device will then be restored to factory and corporate default settings.
- Lost and Stolen Devices:** Employees must immediately contact the EIT Service Desk at Ext. 2020, in the event their device is lost or stolen. This will ensure the device is wiped in accordance with internal security protocols.
- Reporting Concerns:** Employees should report violations of this policy to their supervisor, Human Resources or the Ethics Hotline at 1-888-255-8144.
- Corrective Action:** An employee violating any provision of this Policy may be subject to corrective action or termination of employment.

Reviewed and  
Recommended by:



Lisa D. Lewis  
Interim Senior VP People & Culture

14 September 2020

Date:

Approval:



Vivian Bouet  
Chief Information Officer

14 September 2020

Date:

Policy Effective  
Date: 9/14/2020

## **EXHIBIT K – ENTERPRISE CYBER SECURITY POLICY (NON-NERC)**

A form of the CPS Energy Enterprise Cyber Security Policy (Non-NERC) is provided below. **This is provided for information only. Respondents are directed to the Portal for the most current CPS Energy Cyber Security Policy (Non-NERC). In the case of conflict between this form and the form provided in the Portal, the form provided in the Portal shall govern.**

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## Enterprise Cyber Security Policy (Non-NERC)

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**Policy Statement:** This policy provides guidance to ensure the protection of all forms of CPS Energy's cyber assets. This would involve protecting information systems against unauthorized modification, destruction, and/or access of any kind. This further includes accidental or intentional misuse of information systems, by any CPS Energy employee, contractor and/or any person external to CPS Energy.

All of CPS Energy's cyber / information systems must be administered, maintained, monitored, and protected throughout its lifecycles, from creation to its authorized disposal. It shall be readily available for authorized use and maintained in a secure, accurate, and reliable manner consistent with the requirements of this policy.

CPS Energy employees and contractors shall comply with North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP), Payment Card Industry Data Security Standards (PCI-DSS), Health Insurance Portability and Accountability Act (HIPAA), and other compliance, regulatory, or legal requirements that apply to information systems covered by this Policy. Business area leaders of departments that have additional compliance requirements other than those noted above must ensure that processes and procedures are established, documented and communicated to enable compliance with those regulations.

**Purpose:** The purpose of this Policy is to provide an enterprise-wide approach recognizing, establishing, practicing, auditing, and improving CPS Energy's responsibilities regarding cyber security, including but not limited to the following:

- To ensure mechanisms are prescribed regarding software applications to help identify and prevent compromise of the confidentiality, integrity, and availability of data and information.
- To help ensure that requirements of this policy align with CPS Energy's Enterprise Architecture standards and cover information systems and/or documents that are processed, stored or transmitted on individual computers, servers (physical and virtualized), portable media, smartphones, and tablets.
- To help ensure the prevention, or minimization, of the number of security incidents on CPS Energy information systems without compromising CPS Energy's vision, core purpose, or the integrity and availability of networking resources.
- To help ensure the prevention of accidental or intentional misuse of CPS Energy information systems by any CPS Energy employee, contractor or any person external to CPS Energy.
- To ensure the integrity and the appropriate level of confidentiality and availability of all CPS Energy information systems in accordance to this Policy.
- To establish mechanisms that will support and align with the goals of other existing CPS Energy policies.



## Enterprise Cyber Security Policy (Non-NERC)

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**Scope:** All CPS Energy employees, authorized contractors and other service providers must comply with this Policy, which survives the termination and completion of employment or contracted services with CPS Energy. All information systems must be managed in accordance with CPS Energy's Policies, Programs, and Procedures.

**Definitions:**

Term	Definition
Application	A set of one or more programs designed to carry out operations for a specific function. An application may be in-house developed, internally or externally hosted, purchased, or be used on a smartphone or tablet.
Information System	Any combination of information technology that supports business operations, management, and decision making. This includes, but is not limited to, computers/servers, network infrastructure, smartphones, tablets, business applications (SAP and email) and telephony systems.

**Information Technology Systems Security:**

**Information Systems Design**

CPS Energy systems must be designed to secure information at all points including the physical location, network, application, workstation/server and storage components in compliance with the EITS Information Security Standards.

**Information Protection**

Information must be protected according to the CPS Energy Information Security Policy. Business area leaders and Information Custodians must ensure that processes and procedures are established, documented and communicated to maintain the confidentiality, integrity and availability of information throughout its lifecycle.

**Contingency Planning/System Recovery**

CPS Energy will establish/maintain processes and procedures to ensure that there are plans for emergency response, backup operations and system recovery for information systems.

**Configuration and Systems Management/Asset Identification**

Enterprise Information Technology (EIT), and other business areas who manage and monitor information systems specific to their areas, will establish/maintain processes and procedures to ensure that information systems assets are accurately identified. Such processes and procedures will include the ability to track systems' attributes and dependencies to other information systems throughout the respective systems lifecycle. Information systems must adhere to configurations baselines and the minimum set of information security standards.





## Enterprise Cyber Security Policy (Non-NERC)

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### **Change Management**

Enterprise Information Technology (EIT), and other business areas who manage and monitor information systems specific to their areas will establish/maintain a communication and implementation program ensuring that information system changes are controlled to prevent unexpected changes to the confidentiality, availability, and integrity of impacted information systems.

### **Authorization**

CPS Energy employees and contractors must be authorized by management before accessing CPS Energy information systems

### **Access Control**

Access to information systems must be controlled with User IDs, strong passwords, and roles. Access to information systems must be controlled using role based access so that only the necessary access is provided for specific groups of users. For enhanced internal control purposes, Enterprise Information Technology Security (EITS) is a separate and distinct Division/Cost Center from Enterprise Information Technology (EIT) (See Appendix). The former, EITS, shall recommend changes to the segregation of duties if it is found that excessive and inappropriate access is granted to any one individual or group. When it is not technically feasible to protect information system components with a password, EITS shall be notified and compensating controls shall be implemented.

### **Securing Information System Credentials**

All cyber / information systems, either purchased or internally developed, must ensure system credentials are in compliance with the EITS Information Security Standards. All employees and contractors must maintain confidentiality of system credentials at all times.

### **Remote Access**

Remote Access to CPS Energy Information systems must be authorized in accordance with Information Security Standards.

### **Contractor Access**

All contractors authorized to access CPS Energy information systems will have the following restrictions:

- Contractor provisioning and de-provisioning will be handled in the Corporate Identity Management System.
- The use of a CPS Energy owned workstation (desktop or laptop) may be granted.
- Connecting a non-CPS Energy owned work station to the CPS Energy network is prohibited and therefore may only be connected to the Guest Wi-Fi. Contractors shall not be issued a CPS Energy workstation if they are requiring a non-CPS Energy workstation to perform their work.



## Enterprise Cyber Security Policy (Non-NERC)

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### Contractor Remote Access

Contractors must complete the necessary Contractor Connection Agreement prior to establishment of remote connection. Signed agreements shall be maintained on file by the respective business owner.

- Contractors requiring remote access to CPS Energy Networks and resources must have adequate network security controls employed over their networks.
- All remote computer equipment and devices used for conducting CPS Energy business must be adequately protected through the use of a firewall or virtual private network, anti-virus software and up-to-date operating system patches, in accordance with EITS information security standards.
- The remote-access user shall immediately report any suspicion of unauthorized access to CPS Energy information systems to the EIT Service Desk.

### Wireless Access

All wireless connections shall be established according to EITS information security standards. EITS shall specify authentication and encryption protocol standards for ongoing Wireless Local Area Network operations and future procurements. Where prohibited by regulations, wireless access will not be permitted.

### Wireless Sweeps

The EIT network technology will conduct wireless sweeps annually to ensure there are no unauthorized access points present. Any issues identified through sweeps shall be documented, remediated, and reported to EITS.

### Vulnerability Assessments

CPS Energy EITS shall conduct periodic assessments to ensure that vulnerabilities are detected and remediated in a timely and appropriate manner in accordance with the CPS Energy Vulnerability Manager Program.

### Antivirus Protection

All CPS Energy servers, workstations, smartphones, and tablets shall:

- Run the most current enterprise-wide standard anti-virus software and
- Adhere to any other protective measures as required by the applicable CPS Energy procedures, regulations, and the EITS Information Security Standards.

Virus definition updates shall be made available to all endpoints upon release unless required by outside compliance agencies.



## Enterprise Cyber Security Policy (Non-NERC)

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### Security Monitoring

CPS Energy information systems shall be continuously monitored for the detection of unauthorized activity, intrusion attempts, and compromised equipment.

CPS Energy will operate intrusion detection/prevention systems, as well as any other security monitoring tools as required, to monitor CPS Energy network traffic.

### Audit Logs

Audit logging must be enabled and a process for continuous monitoring established for firewalls and other network perimeter access control systems, critical servers housing the Web or enterprise application systems, as well as administrator, root, and user level activities.

Logs shall be retained for at least 90 days. Each entry in the audit log shall contain a minimum of:

- Username or UID
- Date and time
- Terminal ID
- Error level (success or failure) and
- Event description

Logs shall be stored securely on read-only media.

### Reporting Security Events or Incidents

CPS Energy employees and contractors shall report any security incidents or suspicious events to the EIT Service Desk. Examples include, but are not limited to, the following:

- Any knowledge of or suspicion that a password has been compromised.
- Any knowledge of or suspicion of unauthorized access to CPS Energy information systems.
- Any knowledge of or detection of unauthorized hardware and software.

### Unauthorized Access, Hardware, and Software

Upon being notified of a detection of any unauthorized firewall, wireless access points, servers, workstations, smartphones, tablets, transient devices, laptops or security monitoring tools, EIT and EITS shall disconnect or uninstall the devices from the CPS Energy Network.

Examples of unauthorized hardware or software subject to disconnection include, but are not limited to:

- Firewalls – Any unauthorized firewall, whether hardware or software based.
- Wireless – Any access point connected to the network that puts CPS Energy information systems, data, users, or clients at risk.



## Enterprise Cyber Security Policy (Non-NERC)

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**Note:** The use of ad hoc wireless connections shall be approved by EIT and EITS management.

- Security Monitoring Tools – Any unauthorized intrusion detection/prevention systems or any other type of unauthorized security monitoring tools, whether hardware or software-based.
- Anti-Virus – Lack of anti-virus will result in disconnection from the network until adequate protection is in place.
- Transient devices – USB thumb drives, USB hard drives, DVDs, CDs, personal Smartphones, music players, Bluetooth, and other temporary devices or media.

### Security Awareness Program

CPS Energy (Integrated Security) will develop a Security Awareness Program and review it annually to ensure that employees, contractors, and service providers are trained on specific physical and cyber security policies, processes and procedures. Roles in which regulations such as HIPAA or NERC are applicable may require further training specific to those regulations.

### Personnel Risk Assessments

CPS Energy will establish/maintain processes and procedures to ensure that employees and contractors are authorized to access CPS Energy applications and information systems and meet established risk criteria for their positions. The owner of a NERC facility or system will determine if an employee or contractor obtain NERC physical or cyber access.

### Responsibilities:

#### Employees and Contractors

Each CPS Energy employee, contractor, and service provider who has access to CPS Energy information technology systems shall protect those systems according to this policy and its supporting processes, procedures, programs, standards and guidelines. If an employee or contractor is not aware of the security requirements to which he or she must adhere, maximum protection must be provided for that information technology system until its security requirements are determined.

Each CPS Energy employee, contractor, and service provider shall comply with the information technology requirements of the policies, laws, and regulations herein, as applicable to his or her assigned job responsibilities.



## Enterprise Cyber Security Policy (Non-NERC)

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### Responsibilities:

#### Contract Owners (Field Representatives)

Field Representatives shall be responsible for ensuring that contractors and service providers are appropriately informed of and comply with all CPS Energy information security policies, programs, procedures, and standards. Field Representatives shall ensure that the proper verbiage is in the contractual agreement between CPS Energy and the contractors and/or service providers. Field Representatives shall ensure that service providers provide evidence of compliance with their internal security controls with an audit report recognized by AICPA.

#### Executives and Managers

Executives and managers shall be responsible for ensuring that employees are appropriately informed of all CPS Energy security policies, standards, and procedures. Managers of the respective CPS Energy Information Technology functions shall create the programs, procedures, and processes required to fulfill this Policy. Executives and managers will also be responsible for ensuring compliance with this policy and supporting guidelines.

#### Director of Enterprise IT Security

The Director of Enterprise IT Security shall oversee information, application, and network security for all CPS Energy resources. Responsibilities also include information security event monitoring, vulnerability management, communication of vulnerabilities, incident resolution, and reporting. The Director of EITS will take all necessary steps to remediate, respond to and recover from an information security incident. The Director of EITS shall create and provide the appropriate information security policies and communicate security awareness for CPS Energy.

EITS shall be responsible for ensuring that monitoring is performed on all intrusion detection/ prevention systems, as well as any other necessary security monitoring tools on CPS Energy networks.

#### Business Owner(s)

A Business Owner shall be appointed by business unit / business area senior management and shall have responsibility for a specific CPS Energy information system. The Business Owner represents the appropriate information technology support group that will ensure adherence to this policy as well as day-to-day management, maintenance, and monitoring of each information system.

#### Enterprise Risk Management & Solutions

Enterprise Risk Management & Solutions (ERMS) shall ensure that EITS and the respective IT business owner(s) identify risks that may adversely affect the confidentiality, integrity, and availability of CPS Energy information systems.



## Enterprise Cyber Security Policy (Non-NERC)

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### Audit Services (Internal Audit) Function

Audit Services Function shall periodically conduct audits throughout CPS Energy for compliance with and adherence to the information technology security policy. Any inadequacies in the Policy or failure to adhere to the Policy shall be reported to the Director of Enterprise Information Technology Security, the Senior Director of Security and the Audit Ethics and Compliance Department.

### Enterprise Information Technology Employees, Contractors, and Service Providers

EIT employees, contractors, and service providers shall ensure security of the systems and networks that each manages according to this policy. Responsibility also includes ensuring that computer systems are managed effectively to ensure the confidentiality, integrity, and availability of information systems and implemented according to EITS information security standards.

**Policy Exceptions:** Any requests for exceptions to the standards outlined in this policy must be reviewed and approved by the Director of Enterprise IT Security.

**Corrective Action:** Each CPS Energy employee, contractor, and service provider is responsible for their actions resulting in unauthorized use of CPS Energy Information Systems and/or use of his or her access to CPS Energy Information Systems.

Any CPS Energy employee found in violation of this Policy may be subject to the CPS Energy Corrective Action Policy and/or civil and/or criminal prosecution.

CPS Energy Management reserves the right to revoke or modify any employee, contractor, and/or service provider's access to CPS Energy Cyber Systems at any time for violations of this Policy.

**Approval:** Paula Gold-Williams  
Paula Gold-Williams  
Interim President & CEO

May 9, 2016  
Date

Lisa D. Lewis  
Lisa D. Lewis  
VP People & Culture

9 May 2016  
Date

**Policy Effective Date:** 6/1/16

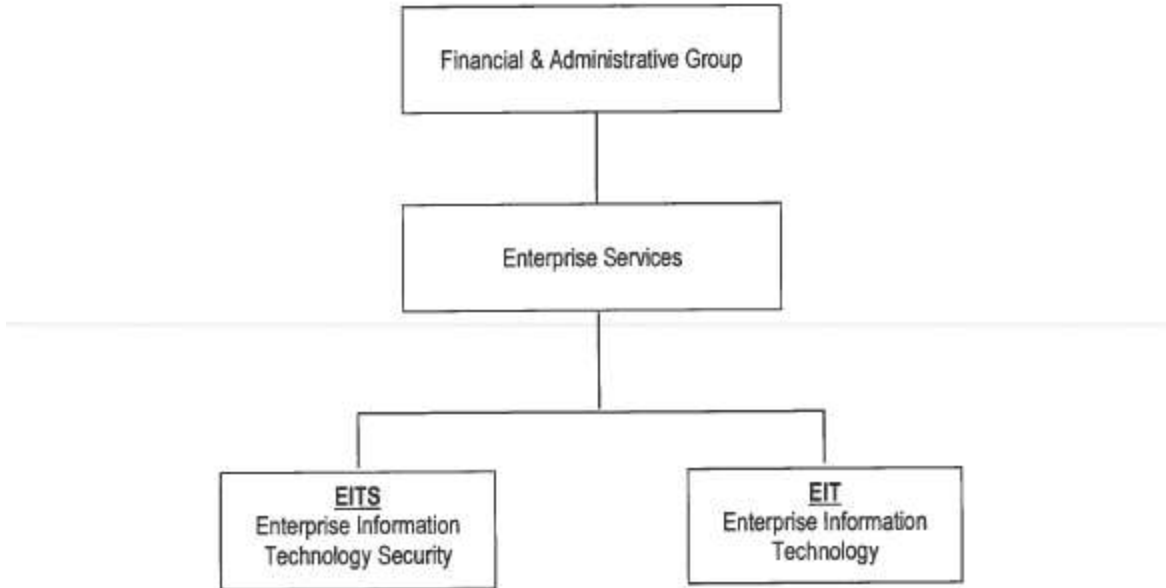


## Enterprise Cyber Security Policy (Non-NERC)

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### Appendix:

(As referenced on page 2 "Access Control")



*Note: The other organizational components of the F&A Group are not noted for illustrative purposes.*