
PacifiCorp
Request for Proposal
Solar Resources
(RFP 2015S)

ISSUED: May 27, 2015

DUE DATE: July 20, 2015

2015S RFP Responses:

PacifiCorp
RFP 2015S
Attention: Origination
825 NE Multnomah, Suite 600
Portland, Oregon 97232

rfpsolar@pacificorp.com

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SECTION 1. INTRODUCTION

This 2015 Solar Request for Proposals (2015S RFP) seeks Utah solar photovoltaic generation resources of up to fifteen (15) megawatts alternating current (MW_{AC}) that are compliant with existing or anticipated renewable portfolio standards and that are new to PacifiCorp's resource portfolio. Projects must meet the minimum size requirement of at least two (2.0) megawatts alternating current (MW_{AC}) and each resource must be a discrete generating asset that can be individually metered and remotely monitored. Multiple smaller projects that are less than two (megawatts alternating current (MW_{AC}) with a minimum aggregate size of two (2) MW_{AC} will be considered. The 2015S RFP is to support Utah customers that wish to buy the output from Utah-based solar photovoltaic resources to meet a portion of their energy requirements. The resources must be located in Utah and interconnect with or demonstrate firm point-to-point transmission service to Rocky Mountain Power's transmission or distribution network (www.oasis.pacificorp.com). PacifiCorp is seeking up to 15 MW_{AC} in aggregate, with an guaranteed on-line date of no later than December 1, 2016 in order for the resources to secure and maximize the federal income tax benefits. PacifiCorp retains the option to procure more than 15 MW_{AC} of solar generation resources in Utah.

It is proposed that these solar resources, in the aggregate, consist of one or more of the following: 1) a Power Purchase Agreement (25 year term), 2) an Asset Purchase and Sale Agreement for a resource built on a site developed by Bidder, or 3) an Engineer-Procure-Construct (EPC) resource built on a site (or sites) owned and developed by PacifiCorp.

The 2015S RFP is organized as follows:

- Section 1 - Type, timing and quantity of resources sought.
- Section 2 - Procedural items.
- Section 3 - Logistics, minimum requirements, and important conditions and procedures.
- Section 4 - Required content and format.
- Section 5 - Resource information including price and non-price information, integration, interconnection and transmission services.
- Section 6 - Bid evaluation and selection process.
- Section 7 - Awarding of contracts.
- Appendices and Exhibits which are required are included.

PacifiCorp may opt to contract for less than or more than the total 15 MW_{AC} of Solar Resources being sought, depending on, among other things, quality of bids received in response to this RFP, prices and changes in power supply market conditions and regulatory approval of Rocky Mountain Power's Subscriber Solar Tariff proceedings. PacifiCorp is not bound to accept any bids and may cancel this solicitation at its own discretion.

For the purpose of the 2015S RFP, the Solar Resource shall be defined as a "solar photovoltaic energy system", meaning equipment and devices that have the primary purpose of collecting solar energy and generating electricity by photovoltaic effect.

The Solar Resource must have a commercial operation date of no later than December 1, 2016. Bidders may only bid in Solar Resources in the form of a Power Purchase Agreement (PPA, 25-year term), Asset Purchase and Sale Agreement (APSA) where the resource is interconnected directly with PacifiCorp's system, or to construct a solar resource on an Engineer-Procure-Construct (EPC) basis at one or more of PacifiCorp's sites. To the extent that Bidders bid in variations of a PPA, APSA or EPC, such proposals will be considered at PacifiCorp's discretion and PacifiCorp reserves the right to reject non-compliant bids. Please refer to Section 4 for further information on purchase options associated with a PPA.

For PPAs, PacifiCorp will consider the following delivery concepts if the Bidder supplies statistically valid information to permit effective evaluation:

- Unit contingent generation as generated by the facility interconnected directly to PacifiCorp's transmission or distribution system as a Network Resource.

All proposals will require firm point-to-point transmission to PacifiCorp's system and must be able to be designated by PacifiCorp Commercial and Trading function as a Network Resource under the network service contract between PacifiCorp Transmission (www.oasis.pacificorp.com) and PacifiCorp Commercial and Trading.

SECTION 2. PROCEDURAL ITEMS

PacifiCorp is seeking proposals for Solar Resources with a projected commercial online date prior to December 1, 2016. PacifiCorp is seeking proposals for up to 15 MW_{AC} of solar photovoltaic generation resources. PacifiCorp may select no proposals at all, select one or more proposals that provide total generation between 2 MW_{AC} and 15 MW_{AC}, or may select proposals that provide more than 15 MW_{AC} resource potential (depending on the outcome of Rocky Mountain Power's subscriber solar docket and other considerations). Multiple smaller projects having individual capacities less than 2 MW_{AC} will be considered provided that the aggregate capacity is 2 MW_{AC} or more. PacifiCorp will evaluate the proposals based on cost effective economics, a viable implementation schedule, compliance with and verification of major equipment availability as defined in **Appendix A Utah Solar Photovoltaic Project – Technical Specification and Scope of Work**, including **Appendices A-1 through A-10** (such as photovoltaic panels, inverters, or other long lead-time equipment) for both APSA and EPC contracts, appropriate ability to provide security for the Bidder's proposed obligation, transmission access and interconnection status, and conformance to the *pro forma* agreements attached as **Appendices E-2, F-2 and F-4** to this RFP.

Each proposal will be prepared at the sole cost and expense of the Bidder and with the express understanding that there will be no claims whatsoever for reimbursement from PacifiCorp. PacifiCorp is not liable for any costs incurred by Bidders in responding to this RFP or for any damages arising out of or relating to PacifiCorp's rejection of any proposal, or Bidder's reliance upon any communication received from PacifiCorp, for any reason. Bidder shall bear all costs and expenses of any response to PacifiCorp in connection with its proposal, including providing additional information and Bidder's own expenses in negotiating and reviewing any documentation.

RFP Appendix E-1-PPA Instructions to Bidder, RFP Appendix F-1-APSA Instructions to Bidder and RFP Appendix F-3 - EPC Instructions to Bidders provide additional detail on preparation of bid document deliverables.

To the extent that the proposals are deemed conforming, all proposals belong to PacifiCorp and will not be returned. PacifiCorp will use reasonable efforts to protect information clearly and prominently marked as proprietary and confidential on the page it appears, but PacifiCorp reserves the right to release such information to agents or contractors to help evaluate the Proposal, as well as to its regulators and non-bidding parties to regulatory proceedings subject to standard protective orders or confidentiality arrangements. PacifiCorp shall not be liable for any damages resulting from any disclosure of such information, howsoever occurring.

Proposals must be submitted in the legal name of the respondent who would be bound by any agreement with PacifiCorp.

SECTION 3. LOGISTICS

A. SCHEDULE

The following chart sets forth the anticipated schedule.

ANTICIPATED SCHEDULE

Event	Estimated Timeline
2015S issued	May 27, 2015
Bidder meeting	June 3, 2015
Responses due	July 20, 2015
Shortlist selection	August 14, 2015
Shortlist submitted to Utah Commission staff	September 4, 2015
Best and final pricing update of Shortlist	September 11, 2015
Bidder negotiations completed	October 2, 2015
Final selection	October 16, 2015
Notice to Proceed (Pending UPSC approval)	November 2, 2015
Project Commercial Operation Date	June 15, 2016 to December 1, 2016

Bidders should note that the above schedule is an anticipated schedule only, and is subject to change. PacifiCorp accepts no liability to the extent the actual schedule is different from the anticipated schedule.

All proposals shall have a bid validity date through December 15, 2015.

Interested parties and Bidders may submit questions and such questions will be addressed in a timely fashion. All information, including the pre-bid materials, questions and answers, will be posted on the PacifiCorp website at www.pacificorp.com. Any questions on the RFP or related documents should be sent to Company via email at rfpsolar@pacificorp.com.

B. SUBMISSION OF BIDS

Bidders are required to submit the following to the address below:

1. One (1) signed original hard copy of each bid and any required forms including all exhibit sheets required in **RFP Appendix A - Utah Solar Photovoltaic Plant – Technical Specification and Scope of Work, and Appendices E-1 and E-2 (PPA), F-1 and F-2 (APSA), or Appendices F-3 and F-4 (EPC).**
2. One (1) electronic copy of the bid and any required forms in PDF format and

Microsoft Excel format, as required, including all exhibit sheets required in **RFP Appendix A - Utah Solar Photovoltaic Plant – Technical Specification and Scope of Work.**

3. One (1) electronic copy of the **RFP Appendix H – Form 1 Pricing Input Sheet** in original Microsoft Excel format.
4. One (1) electronic and hard copy of the solar plant performance estimation report and solar output in an original Microsoft Excel format using PVSyst and meeting the requirements in **RFP Appendix A Utah Solar Photovoltaic Plant - Section A-1.1.** In the event Bidder chooses to use different performance modeling software, Bidder shall provide a complete set of modeling input files in Excel format that PacifiCorp can use to simulate the performance using PVSyst. PacifiCorp's preferred solar performance model is PVSyst.

All submitted bids must be transmitted by express, certified or registered mail, or hand delivery to the following address:

PacifiCorp
RFP 2015S
Attention: Origination
825 NE Multnomah, Suite 600
Portland, Oregon 97232

Bids will be accepted until 5:00 p.m. Pacific Prevailing Time on July 20, 2015. Any bids received after this time will be returned to the Bidder unopened.

PacifiCorp will not accept any late proposals. The anticipated dates for evaluations, negotiations and definitive agreements are estimates, and actual dates will vary for reasons that include, but are not limited to, negotiation time, availability of key personnel, due diligence, the evaluation or negotiation of any issues unique to any bid, Bidder, or project, Bidder's willingness to agree to forms of agreements desired by PacifiCorp, PacifiCorp's evaluation of Bidder's creditworthiness, and actions required by any third parties.

C. MINIMUM ELIGIBILITY REQUIREMENTS FOR BIDDERS

Bidders may be disqualified for failure to comply with the RFP if any of the requirements are not met. To the extent proposals do not comply with these requirements, they will be deemed ineligible and will not be considered for further evaluation. Reasons for rejection of a Bidder or its bid include:

1. Receipt of any proposal after the response deadline.
2. Failure to meet the requirements and provide all of the information requested in **RFP Appendix C-1 - Power Purchase Agreement Term sheet, RFP Appendix C-2- Asset Purchase and Sale Agreement Term sheet, or RFP Appendix C-3 Engineer-Procure-Construct Agreement Term sheet** of this RFP.

3. Failure to permit disclosure of information contained in the proposal to PacifiCorp's agents, contractors, regulators, or non-bidding parties to regulatory proceedings under appropriate confidentiality agreements.
4. Any attempt to influence PacifiCorp in the evaluation of the proposals, outside the solicitation process.
5. Any failure to disclose the real parties of interest in the proposal submitted.
6. The Bidder, or an affiliate of Bidder, is in current litigation with PacifiCorp or has, in writing, threatened litigation against PacifiCorp, respecting an amount in dispute in excess of one million dollars.
7. Proposal has failed to clearly specify all pricing terms.
8. Proposal has failed to offer unit contingent (as generated) or system firm capacity and energy, directly interconnected with or delivered into or in PacifiCorp's Utah service territory and include appropriate contract term lengths and commercial operation dates.
9. Proposal presents unacceptable level of development and technology risk.
10. For Asset Purchase and Sale Agreement of Engineer-Procure-Construct proposals, Bidder fails to materially comply with technical specification requirements in **RFP Appendix A - Utah Solar Photovoltaic Plant – Technical Specification and Scope of Work**.
11. Failure to demonstrate a process to adequately acquire or purchase major equipment (i.e., photovoltaic panels, inverters) and other critical long lead time equipment.
12. Bidder fails to demonstrate, to PacifiCorp's satisfaction, that it can meet the security requirements for the Solar Resource proposed.
13. Bidder fails to address satisfactorily both the price and non-price factors.
14. Bidder fails or is unable to abide by the applicable safety standards.
15. Bidder submits an unacceptable contract structure.
16. Collusive bidding or any other anticompetitive behavior or conduct exists.
17. Bidder or project being bid is involved in bankruptcy proceedings.
18. Failure of the Bidder's authorized officer to sign the proposal.
19. Misrepresentation or failure to abide by National Association of Attorneys General (NAAG) Environmental Marketing Guidelines.
20. Any change in regulations or regulatory requirements that make the Bidder's proposal non-conforming.
21. Any matter impairing the Bidder, the specified resources or the generation of power or Environmental Attributes of the Renewable Resource.
22. Failure to provide one year site-specific weather and solar radiation data that is financing level quality.
23. Failure to provide a performance model output including hourly output values as identified in **RFP Appendix A - Utah Solar Photovoltaic Plant – Technical Specification and Scope of Work**,
24. Failure to provide **Exhibit D - Bidder's Credit Information, and Appendix H - Form 1 - Pricing Input Sheet**.

D. COMPANY RESERVATION OF RIGHTS AND DISCLAIMERS

PacifiCorp reserves the right, without qualification and in its sole discretion, to reject any or all bids, and to terminate this RFP in whole or in part at any time. Without limiting the

foregoing, PacifiCorp reserves the right to reject as non-responsive any or all bid proposals received for failure to meet any requirement of this RFP outlined in Section 4. PacifiCorp further reserves the right without qualification and in its sole discretion to decline to enter into any agreement with any Bidder for any reason, including, but not limited to, change in regulations or regulatory requirements that impact PacifiCorp and/or any collusive bidding or other anticompetitive behavior or conduct of bidders.

Bidders who submit bid proposals do so without recourse against PacifiCorp, its parent company, its affiliates and its subsidiaries, or against any director, officer, employee, agent or representative of any of them, for any modification or withdrawal of this RFP, rejection of any bid proposal, failure to enter into an agreement, or for any other reason relating to or arising out of this RFP. Bidders will be required to execute **RFP Appendix G-Mutual Confidentiality Agreement** after the Shortlist and prior to entering into final negotiations.

E. ACCOUNTING

All proposals will be assessed by PacifiCorp for appropriate accounting or tax treatment. Bidders must supply all information PacifiCorp reasonably requires in order to make such assessments.

F. CONFIDENTIALITY

PacifiCorp will attempt to maintain the confidentiality of all bids submitted, to the extent consistent with law or regulatory order, as long as such confidentiality does not adversely impact a regulatory proceeding. It is the Bidder's responsibility to clearly indicate in its proposal what information it deems to be confidential. Bidders may not mark an entire proposal as confidential, but must mark specific information on individual pages to be confidential in order to receive confidential treatment for that information.

All information supplied to PacifiCorp or generated internally by PacifiCorp shall remain the property of PacifiCorp. Bidder shall maintain the confidentiality of such information and such information shall not be available to any entity before, during or after this RFP process unless required by law or regulatory order. The Bidder expressly acknowledges that PacifiCorp may retain information submitted by the Bidder in connection with this RFP.

Only those Company employees who are directly involved in this RFP process or with the need to know for business reasons will be afforded the opportunity to view submitted bids or Bidder information.

Bidders should be aware that information supplied by Bidders may be requested and supplied during regulatory proceedings, subject to appropriate confidentiality provisions applicable to that particular proceeding. This means that parties to regulatory proceedings may request and view confidential information. If such a request occurs, PacifiCorp will attempt to prevent such confidential Bidder information from being supplied to intervening parties who are Bidders or who may be providing services to a Bidder, but PacifiCorp cannot promise success in that endeavor and accordingly cannot

be held liable for any information that it is ordered to be released or that is inadvertently released.

Lastly, PacifiCorp intends to utilize its internal, proprietary, forward price projections in its evaluation process. The resulting projections and evaluations will not be shared with entities external to PacifiCorp or its consultants, including with Bidders, unless required by law or regulatory order.

SECTION 4. REQUEST FOR PROPOSAL CONTENT

A. ALL PROPOSALS

Bidders can submit proposals for a Power Purchase Agreement, an Asset Purchase and Sale Agreement or an Engineer-Procure-Construct Agreement to build a resource on PacifiCorp sites. The following outlines the content and format requirements for all proposals by proposal alternative when responding to this RFP. Proposals that do not include the information requested in this form will be deemed ineligible for further evaluation unless the information is not relevant. All sections must be completed and in compliance with the RFP in order for the bid to be accepted. In addition to the requirements listed here, bidders must meet the requirements of **RFP Appendix B-Information Required in Bid Proposals**.

Each Bidder must provide the following information: 1) All RFP Appendices, Form(s) and Attachments identified below as required for all proposals; and 2) the Appendices, Form(s) and Attachments identified under each of the proposal alternatives identified below. The following table summarizes deliverables.

	2015S Solar RFP Bid Applicability	PPA	APSA	EPC
Appendix A.	Utah Solar Photovoltaic Project – Technical Specification and Scope of Work			
<i>Appendix A-1</i>	<i>Not Used</i>			
<i>Appendix A-2</i>	<i>Interconnection Agreement</i>	X	X	Completed by PacifiCorp
<i>Appendix A-3</i>	<i>Permit-Matrix Solar</i>	X	X	X
<i>Appendix A-4</i>	<i>Performance Characteristics</i>	X	X	X
<i>Appendix A-5</i>	<i>Project One-line Drawing and Layout</i>	X	X	X
<i>Appendix A-6</i>	<i>Division of Responsibility</i>		X	X
<i>Appendix A-7</i>	<i>Owner Standards and Specification</i>		X	X
<i>Appendix A-8</i>	<i>PVSYST Performance Summary Report - Electronic and hard copy of the solar plant performance estimation report and solar output in an original Microsoft Excel format using PVSyst</i>	X	X	X
<i>Appendix A-9</i>	<i>Product Data Input Supply Forms</i>	X	X	X
<i>Appendix A-10</i>	<i>Plant Performance Guarantee</i>		X	X
Appendix B.	Information Required in Bid Proposal	X	X	X
Appendix C-1	Power Purchase Agreement Bid Summary and Term sheet	X		
Appendix C-2.	Asset Purchase and Sale Agreement Bid Summary and Term sheet		X	

Appendix C-3	Bid Summary – Engineer Procure Construct			X
Appendix D.	Bidder’s Credit Information	X	X	X
Appendix E-1	PPA Instructions to Bidders	X		
Appendix E-2.	Power Purchase Agreement (PPA)	X		
Appendix F-1.	APSA Instructions to Bidders		X	
Appendix F-2.	Asset Purchase and Sale Agreement (APSA) and APSA Appendices (A-Q)		X	
Appendix F-3	Engineer-Procure-Construct (EPC) Instructions to Bidders			X
Appendix F-4	Engineer-Procure-Construct (EPC) and EPC Appendices (A-Y)		X	X
Appendix G.	Mutual Confidentiality Agreement	X	X	X
Appendix H.	Form 1 - Pricing Input Sheet	X	X	X
Appendix I.	FERC’s Standards of Conduct			
Appendix J.	Qualifying Reporting Entity (QRE) Agreement	X		
Appendix K	General Services Contract-Operations & Maintenance Services for Photovoltaic Project		X	X

B. POWER PURCHASE AGREEMENT

RFP Appendix C-1 - Bid Summary – Power Purchase Agreement shows the form of project information required if a Bidder plans to pursue the PPA option. Bidder’s proposal must contain the information requested in **RFP Appendix E-1 - Power Purchase Agreement Instructions to Bidders**. The term of the PPA shall be 25 years. The Bidder must agree to meet its contractual obligations within the PPA during the Term of the Agreement. Bidder’s submitting PPA proposals are encouraged to also include an option to sell the Project to PacifiCorp during or at the end of the term of the PPA as outlined by the Bidder. The Bidder will be required to complete **RFP - Appendix J - Qualifying Reporting Entity (QRE) Services Agreement** which establishes WREGIS registration and reporting obligations for both parties. The Bidder’s proposal must contain the information requested in **RFP Appendix E-1 Power Purchase Agreement Instructions to Bidders**. The Bidder must provide documentation and information sufficient to assure PacifiCorp that any proposed project has a reasonable probability of successful construction and full operation by December 1, 2016.

Bidders should note that any proposal submitted in this category that proposes new construction of a generation facility and proposes to sell the Project to PacifiCorp during the term of the PPA must utilize the services of a single primary Contractor under a single engineering, procurement and construction (EPC) contract or an equivalent structure which will not increase the risk of default by multiple contractors to the Company and its customers, comply with preferred vendors for major PV components and technical and construction specifications contained in **RFP Appendix A - Utah Solar Photovoltaic Plant – Technical Specification and Scope of Work** and any EPC contractor must meet credit provisions acceptable to PacifiCorp in its sole discretion.

C. ASSET PURCHASE AND SALE AGREEMENT

RFP Appendix C-2 - Bid Summary - Asset Purchase and Sale Agreement shows the form of project information required if a Bidder plans to pursue the APSA option. The Bidder’s proposal must contain the information requested in the **RFP Appendix F-1 -**

APSA Instructions to Bidders. The Bidder must provide information sufficient to assure PacifiCorp that any proposed project has a reasonable probability of successful construction and full operation by December 1, 2016.

Under the APSA option, PacifiCorp and the entity building the project must be counterparties. The APSA *pro forma* documents are attached as **RFP Appendix F-2 - Asset Purchase and Sale Agreement (APSA)**. The APSA is structured as a single lump sum payment due upon achievement of commercial operation. All Bidders in this category must complete the information requested in **RFP Appendix C-2 - Bid Summary - Asset Purchase and Sale Agreement**.

PacifiCorp will accept APSA proposals that include a sale-lease back option whereby PacifiCorp would own the land and other tangible assets while leasing the generation equipment from a reputable leasing entity. Bidder will be responsible for submitting full documentation of the leasing entity including terms, form agreements for the lease and credit information on the leasing entity as part of the submittal package.

PacifiCorp will only accept proposals in which PacifiCorp purchases a fully completed project once it has reached full commercial operation. Any proposal that consists of a site sale only will be rejected as a nonconforming proposal.

The Bidder shall be responsible for all aspects of the development and construction of the facility, including, but not limited to, permitting, engineering, procurement, construction, interconnection and all related costs up to achieving commercial operation. Without limiting the foregoing, the Bidder shall be responsible for obtaining all rights and resources required to construct and provide an operational generation resource consistent with the Bidder's proposal.

Bidders will be responsible for submitting an operating and maintenance (O&M) service proposal as part of the overall APSA bid submittal consistent with **RFP Appendix K, General Services Contract for Operation and Maintenance Services for Photovoltaic Project**. **Any proposal that does not include an O&M proposal and draft O&M contract will be rejected as a nonconforming proposal.**

Bidders should note that any proposal submitted in this category that proposes new construction of a generation facility must comply with the technical and construction specifications contained in **RFP Appendix A - Utah Solar Photovoltaic Plant – Technical Specification and Scope of Work** and must utilize the services of a single primary Contractor, which must be a party to the APSA. The generation facility must be constructed through a contract that is materially similar to the form of EPC contract (**RFP Appendix F-4** and associated EPC appendices) that is provided under these bid documents. To the extent the Bidder uses a Contractor or a separate legal entity other than the Bidder itself, this entity must be a party to the EPC and or the APSA and must be experienced with the type of facility being proposed and meet credit provisions acceptable to PacifiCorp in its sole discretion.

D. ENGINEER-PROCURE-CONSTRUCT AGREEMENT

RFP Appendix C-3 – Bid Summary - Engineer Procure Construct shows the form of project information required if a Bidder plans to pursue the EPC option. The Bidder's proposal must contain the information requested in the **Appendix F-3, EPC Instructions to Bidders**. The Bidder must provide information sufficient to assure PacifiCorp that any proposed project has a reasonable probability of successful construction and full operation by December 1, 2016.

Under the EPC option, PacifiCorp and the entity building the project must be counterparties. The EPC pro forma documents are attached as **Appendix F-4 - Engineer Procure Construct (EPC) Agreement**. All Bidders in this category must complete the information requested in **Appendix C-3 – Bid Summary - Engineer Procure Construct**.

Bidders may propose to design, procure and construct solar photovoltaic facilities at one or more of PacifiCorp's properties that have been developed for installation of solar PV resources. Three locations have been developed for installation of solar PV resources: the Cleveland and the Ferron South sites in Emery County, Utah and the Nebo View site in Juab County, Utah. The Cleveland site can accommodate up to 5.0 MW_{AC} of single axis tracking solar PV and is located approximately four miles east of the town Huntington, Utah. The Ferron South site can accommodate up to 5.0 MW_{AC} of single axis tracking or fixed tilt solar PV and is located approximately two miles south of the town of Ferron. The Nebo View site can accommodate up to 2.9 MW_{AC} of single axis tracking or fixed tilt solar PV systems and is located approximately two miles west of the town of Mona, Utah and adjacent to the PacifiCorp's Currant Creek natural gas combined cycle plant. The sites are described in more detail in **RFP Appendix F-4, EPC Appendix I**. It is PacifiCorp's intent to arrange for a sale-lease back structure with a qualified bank or financing entity in order to maximize the benefits of the federal 30% investment tax credit.

The Bidder shall be responsible for all aspects of the design, procurement, construction and commissioning of the facility, including, but not limited to permitting the necessary construction work. Without limiting the foregoing, the Bidder shall be responsible for obtaining all necessary permits to construct the facility.

Bidder will also be responsible for submitting an operating and maintenance (O&M) service proposal as part of the overall EPC bid submittal consistent with **RFP Appendix K-General Services Contract for Operation and Maintenance Services for Photovoltaic Project**. Any proposal that does not include an O&M proposal and draft O&M contract will be rejected as a nonconforming proposal.

Bidders should note that any proposal submitted in this category that proposes new construction of a generation facility must comply with the technical and construction specifications contained in **RFP Appendix A - Utah Solar Photovoltaic Plant – Technical Specification and Scope of Work** and must be performed by a qualified Utah licensed contractor with significant experience in the design, procurement and construction of similarly sized photovoltaic systems.

SECTION 5. RESOURCE INFORMATION

A. PRICE AND NON-PRICE INFORMATION

Bids will be screened on the basis of price and non-price factors to determine the Shortlist. PacifiCorp will utilize the RFP Base Model to rank the proposals and to evaluate and determine the price ranking. The RFP Base Model is contained in a Microsoft Excel workbook that includes a number of proprietary Visual Basic macros, custom add-ins, and computational code written in C++.

1. PRICE INFORMATION

The Price factors will be determined using the comparison metric of the projected net present value revenue requirement (net PVRR) per megawatt-hour (MWh) (Net PVRR/MWh). The net PVRR component views the value of the energy as a positive, and the offsetting costs as negative. The more positive the relative net PVRR among bids, the more valuable a given resource is to customers. The net PVRR/MWh metric is the annuity value which, when applied to the nominal MWh's on a monthly basis and present-valued, will result in the same net PVRR as a straight NPV calculation¹. Price factors will recognize the value of the power (e.g., firm versus non-firm, delivery shape, but not an inferred value of environmental attributes associated with the facilities).

All PPA bids must include exclusive ownership by PacifiCorp of any and all Environmental Attributes associated with all energy generated.²

PacifiCorp will consider PPA, APSA and EPC options as described in Section 4 above.

2. NON-PRICE INFORMATION

The Non-Price factors will include:

- 1) Conformity to RFP preferred vendors for major PV components and technical specifications (**RFP Appendix A - Utah Solar Photovoltaic Plant – Technical Specification and Scope of Work**).
- 2) Conformity to RFP bid requirements (**RFP Appendix B**).
- 3) Conformity to the form PPA (**RFP Appendix E-2**), APSA (**RFP Appendix F-2**) or EPC (**RFP Appendix F-4**).
- 4) Development and feasibility of proposal.
- 5) Documentation and demonstration of site control and permitting.
- 6) Documentation and demonstration of generation interconnection and firm transmission service.
- 7) Identification, documentation, and demonstration of control over available tax credits, grants, or other project incentives (applicable to PPAs and APSAs)
- 8) Operational viability.

¹The term “straight NPV calculation” refers to the act of present-valuing the net of the nominal capacity and energy value, and costs, to derive a net present value of the net margin between value and costs.

² As defined in the Power Purchase Agreement.

B. POINT OF DELIVERY

PacifiCorp seeks solar photovoltaic resources that are located in Utah and deliver into PacifiCorp's (Rocky Mountain Power's) network transmission and distribution system in Utah. If the source does not interconnect directly with PacifiCorp's Rocky Mountain Power system in its service territory, the Bidder must demonstrate they have secured tariff services including interconnection, transmission, balancing, reserve or other applicable utility or transmission system provider from the resource to the delivery point to be able to schedule to the point(s) of interconnection to PacifiCorp's service territory and that such transfer limitations are not exceeded.

C. THIRD-PARTY INTERCONNECTION AND INTEGRATION AND TRANSMISSION SERVICE

PPA Bidders are responsible for any current or future tariffs or tariff changes including, but not limited to, interconnection, variable energy resource, electric losses, reserves, transmission, integration, imbalance, scheduling, and ancillary service arrangements required to deliver the proposed firm capacity and associated energy to the bid specified Point(s) of Delivery. Such costs will not be included in the evaluation of the PPA proposals as they are assumed to be the responsibility of the Bidder. All proposals must identify all third-party interconnection, electric losses, transmission and ancillary service products, provider of reserves, and must provide a complete description of those service agreements, and provide documentation that such service(s) will be available to the bidder during the full term of offer(s) proposed or include contractual roll-over options if available to the bidder.

Bidders who propose bids relying on third-party transmission should be aware that the use of transmission that is interruptible within the hour in any segment of the schedule or tagged from the source to the Point(s) of Delivery will require PacifiCorp to evaluate the cost and need to carry reserves against the schedule, which can be up to 100% in the case of electricity moved from a third party control area to PACE.

All proposals will require firm transmission to PacifiCorp's system and must be able to be designated by PacifiCorp Commercial and Trading function as a Network Resource under the network service contract between PacifiCorp Transmission (www.oasis.pacificorp.com) and PacifiCorp merchant.

D. FERC'S STANDARDS OF CONDUCT

Each Bidder responding to this RFP must conduct its communications, implementation and operations in compliance with FERC's Standards of Conduct for Transmission Providers (see **RFP Appendix I**), requiring the separation of its transmission and merchant functions. The third-party transmission service is NOT a transmission service agreement with PacifiCorp's commercial and trading function; rather it is with PacifiCorp's transmission function or other third-party transmission providers, and hence Bidder must follow the transmission provider's OASIS process. Absolutely no communication by a Bidder to PacifiCorp's transmission function can be made through the submission of a bid in this RFP. Any bid seeking to do so will be summarily rejected

if the attempt is not immediately withdrawn when discovered. If requested, short-listed Bidders shall execute a customer consent form consistent with FERC requirement that enables PacifiCorp's merchant function to discuss the Bidder's interconnection and/or transmission service application(s) with the transmission interconnection or transmission service provider.

E. INTERCONNECTION AND TRANSMISSION SERVICES

For all PPAs or APSAs, this RFP requires that all Bidders must enter into a separate interconnection agreement if their facilities are located within PacifiCorp's Utah footprint in accordance with PacifiCorp's Open Access Transmission Tariff or completed as a Small Generating Facility. Bidders must advise PacifiCorp Transmission if any such service is being requested as part of this RFP. As stated above, all such requests, if made, must be made directly to PacifiCorp's transmission function through OASIS or other applicable tariffs, and not made to PacifiCorp through the submission of a bid in this RFP. Any bid seeking to do so will be summarily rejected if the attempt is not immediately withdrawn when discovered.

All proposals that will require a new electrical interconnection or an upgrade to an existing electrical interconnection must include a statement of the cost of interconnection (broken out between network upgrade costs and facility specific or direct assigned interconnection costs), together with a diagram of the interconnection facilities. The Bidder will be responsible for, and is required to include in its bid, all costs to interconnect to the transmission provider's system. The Bidder will be responsible to make application to the transmission provider for the appropriate Interconnection Agreement. The interconnection costs from all Bidders will be included in the bid evaluation. Bidders shall describe interconnection costs in their bids by disclosing that portion of costs associated with network upgrades and that portion that is facility specific. Bidders are reminded that they shall bear 100% of the costs to interconnect to the transmission provider's system. Bidders are encouraged to contact the applicable transmission function (PacifiCorp's transmission function at www.oasis.pacificorp.com) for information related to a system interconnection request.

F. PACIFICORP TRANSMISSION INTEGRATION SERVICE

Notwithstanding the foregoing, Bidders should not factor in the cost of integrating the proposed resources from bid-specified Points of Delivery into PacifiCorp's system. Such transmission integration costs and other integration costs, as applicable, will be factored in by PacifiCorp for determination of the Shortlist. Integration costs consistent with the integrated resource plan (IRP) will be added to all bids.

G. RESOURCE TYPES ELIGIBLE TO BID

For the purpose of the 2015S RFP, the Solar Resource shall be a "solar photovoltaic energy system", meaning equipment and devices that have the primary purpose of collecting solar energy and generating electricity by photovoltaic effect.

The Solar Resource must have a commercial operation date of no later than December 1, 2016. Solar Resources are eligible to be the subject of bids under this RFP, provided they are over 2 MW_{AC} calculated as manufacturer's inverter rating (or a total of 2 MW_{AC} for an aggregation of smaller projects) under standard conditions and the net electrical output can be discretely metered and remotely monitored.

Any bid submitted must be capable of clearly verifying time and amount of delivery of energy from the resource by metering or other means acceptable to PacifiCorp, including without limitation, metering on less than or equal to an hourly basis.

This solicitation is for proposals that bundle *both* renewable energy credits³ (RECs) and underlying generation from an associated Solar Resource. Bids that do not bundle the solar RECs with the transfer of electricity from the associated Solar Resource will not be accepted. As such, a Solar Resource must be directly connected to PacifiCorp's transmission or distribution system, or be scheduled on a firm basis to PacifiCorp's transmission system, to be eligible. Solar Resources interconnected to the electric system of a retail customer will not be accepted. Bids that combine solar RECs with undifferentiated wholesale power will not be accepted.

The Solar Resource must be located in Utah.

H. TAX CREDITS AND/OR PROJECT INCENTIVES

Bidders shall bear all risks, financial and otherwise, associated with Bidder's or the facility's eligibility to receive any state or federal energy tax credits, sales tax waivers or exemptions or any other identified tax credit or incentive, or qualify for accelerated depreciation for Bidder's accounting, reporting or tax purposes. The obligations of the Bidder to perform under any executed agreement as a result of this solicitation shall be effective and binding regardless of whether the sale of output from the Bidder's facility under such agreement is eligible for, or receives: production, investment tax credits, or other identified tax credits/incentives during the term of the agreement.

PacifiCorp will require written documentation of the amount, timing and control of any and all available tax credits/incentives that the bidder's facility is eligible for, applied for, and/or received. Such documentation shall include but not limited to ownership rights to the credit, grant or incentive, timing including expiration dates and milestones to achieve the credit, grant, or incentive.

I. ACCOUNTING

All contracts proposed to be entered into as a result of this RFP will be assessed by PacifiCorp for appropriate accounting and/or tax treatment. Bidders shall be required to supply PacifiCorp with any and all information that PacifiCorp reasonably requires in order to make such assessments. Specifically, given the term lengths of the PPA, APSA or EPC, accounting and tax rules may require either: (i) a contract be accounted for by

³ As defined in RFP Appendix E (Power Purchase Agreement).

PacifiCorp as a Capital Lease or Operating Lease⁴ pursuant to ASC 840, or (ii) the seller or assets owned by the seller, as a result of an applicable contract, be consolidated as a Variable Interest Entity⁵ (VIE) onto PacifiCorp's balance sheet. To the extent a Bidder's proposal results in an applicable contract, the following shall apply with respect to VIE treatment:

PacifiCorp is unwilling to be subject to accounting or tax treatment that results from VIE treatment. As a result, after Bidders are selected in the Final Shortlist, if required by PacifiCorp accounting department, Bidders will be required to certify, with supporting information sufficient to enable PacifiCorp to independently verify such certification, that their proposals will not be subject to VIE treatment. Bids that result in VIE treatment will be rejected after they are given an opportunity to provide an alternate structure that does not trigger a VIE.

Each Bidder must also agree to make available at any point in the bid evaluation process any and all financial data associated with the Bidder PPA or APSA agreement that PacifiCorp requires to determine potential accounting impacts. Such information may include, but may not be limited to, data supporting the economic life (both initial and remaining), the fair market value, executory costs, nonexecutory costs, and investment tax credits or other costs (including debt specific to the asset being proposed) associated with the Bidder's proposal. Financial data contained in the Bidder's financial statements (e.g., income statements, balance sheets, etc.) may also be required to be supplemented.

J. COST ASSOCIATED WITH DIRECT OR INFERRED DEBT

PacifiCorp will not take into account potential costs to PacifiCorp associated with direct or inferred debt (described below) as part of its economic analysis in the Shortlist evaluation. However, after completing the Shortlist and before the final resource selections are made, PacifiCorp may take direct or inferred debt into consideration. In so doing, PacifiCorp may obtain a written advisory opinion from a rating agency to substantiate PacifiCorp's analysis and final decision regarding direct or inferred debt.

Direct debt results when a contract is deemed to be a Capital Lease pursuant to ASC 840 and the lower of the present value of the nonexecutory minimum lease payments or 100% of the fair market value of the asset must be added to PacifiCorp's balance sheet.

Inferred debt results when credit rating agencies infer an amount of debt associated with a power supply contract and, as a result, take the added debt into account when reviewing PacifiCorp's credit standing.

⁴ "Capital Lease" and "Operating Lease" - shall have the meaning as set forth in the Accounting Standards Codification (ASC) 840 as issued and amended from time to time by the Financial Accounting Standards Board.

⁵ "Variable Interest Entity" or "VIE" - shall have the meaning as set forth in ASC 810 as issued and amended from time to time by the FASB.

SECTION 6. BID EVALUATION AND SELECTION

PacifiCorp will utilize a “first-price sealed bid format” in order to generate a Shortlist. Under this format, PacifiCorp will utilize the initial prices and pricing structure submitted by the Bidder in order to determine the short-listed entities. PacifiCorp will not ask for, or accept, updated pricing from Bidders during the evaluation period however, PacifiCorp may seek a final price update during contract negotiation. **PacifiCorp will negotiate both price and non-price issues after the Shortlist is final.** PacifiCorp reserves the right not to engage in any post-bid or post-Shortlist negotiations with any Bidder that has not made the Shortlist. Selection for the Shortlist and post-Shortlist negotiations does not constitute a “winning bid proposal.” Only execution of a definitive agreement by both PacifiCorp and the Bidder on terms acceptable to PacifiCorp in its sole and absolute discretion will constitute a “winning bid proposal.” Any definitive power purchase, asset purchase and sale or engineer-procure-construct agreement will be in the form of the PPA, APSA, or EPC contracts shown in **Appendices E-2, F-2 and F-4**, respectively. If the Bidder alters the PPA, APSA, or EPC or does not use it as the underlying agreement, the bid evaluation will be affected. PacifiCorp has no legal obligation to enter into any agreement of any kind with any Bidder.

A. OVERVIEW OF THE EVALUATION PROCESS

The analysis for the RFP will determine which resources are in the public interest, and on a system-wide planning basis, provide the best value to customers to meet the Company’s objectives. The evaluation process will utilize a screening process to derive a Shortlist of bids after determining eligibility of the bids.

Bids submitted in this RFP will be evaluated in two steps:

STEP 1 - PRICE AND NON-PRICE SCREENING

1. Price Factor Evaluation (up to 80%)

PacifiCorp will utilize the RFP Base Model to rank the proposals and to evaluate and determine the price ranking for inclusion in the Short List.

RFP Base Model Inputs (Supplied by PacifiCorp or the Bidder):

- Term: start and end date
- Transmission cost assumptions
- Rate base inputs, if applicable
- Point of delivery (POD) and Point of receipt (POR)
- Dispatch pattern, or generation profiles, with minimum granularity of typical hours by month. Both 12x24 and 8760 hourly profiles will be required.
- Firm/unit contingent
- Resource type (Solar)
- Product source (Solar)
- Variable O&M payment (\$/MWh, if applicable)

- Fixed O&M payment (\$/Year, if applicable)
- Other variable costs (\$/MWh, if applicable)
- Fixed energy payment (\$/MWh, if applicable)
- Other fixed charges (\$/MWh or \$/Year, if applicable)
- Generation performance degradation (% change by year) using the PV module supplier’s guaranteed degradation performance. Bidder may propose different degradation rates provided that Bidder provides an enforceable performance guarantee in support of the different degradation rates.
- Expected availability
- PacifiCorp incurred development and execution costs for EPC proposals
- Qualifying costs for the federal investment tax credit.
- Corporate financial inputs – inflation curve, WACC, etc.

Calculation of the Price Score

The price score will be calculated for each bid (and each alternative as applicable) using a system energy value ratio expressed as a percentage. This ratio will be calculated by dividing the nominal levelized PVRR of expected energy value, expressed on a \$/MWh basis, into the nominal levelized PVRR of proposal costs, expressed on a \$/MWh basis. The system energy value ratio will be used to assign a price score of between zero and 80% to each bid (and each alternative as applicable) as set forth in the table below⁶.

System Energy Value Ratio	Price Factor Weighting
Less than or equal to 100%	80%
Greater than 100% but less than 200%	Linearly interpolated
Equal to or greater than 200%	0%

2. NON-PRICE FACTOR EVALUATION (UP TO 20%)

The non-price analysis will gauge the relative development, construction and operational characteristics and associated risks of each bid. A matrix will be used for each non-price factor and compare the bids with one another. For each non-price factor, proposals will be assigned one of three discrete scores: (1) 100% of the percentage weight; (2) 50% of the percentage weight; or (3) 0% of the percentage weight. Bids will be evaluated based on their ability to demonstrate the proposal is thorough, comprehensive and provides limited risk to the buyer prior to the Company performing due diligence on any given Bid. Bids which have a demonstrated track record or are mature proposals will receive higher scores. The following chart lists the key non-price criteria and the basis for weighting for each criteria.

NON-PRICE FACTORS

Non-Price Factor	Non-Price Factor Weighting

⁶ In the event that a majority of bids receive a Market Ratio of greater than 200%, PacifiCorp may raise the upper limit to increase the number of bids with a positive Price Factor.

<p>1. Conformity to RFP requirements - has the Bidder provided all the requirements pertaining to their proposals in RFP Appendix A (including Appendices A-1 through A-10), B, C-1, C-2, C-3, APSA (F-2) Appendices, EPC Appendix (F-4) Appendices, and RFP Appendices H, I, J and K.</p>	<p>4%</p>
<p>2. Conformity to pro forma PPA, APSA or EPC - has the Bidder required any additions or deletions that impose additional costs and or risks to customers. If any of the edits provided by the Bidder to the underlying agreements, PPA, APSA or EPC, shift or apply additional risks or costs to customers. If so, then the percentage will be adjusted. The percentage will not be adjusted if Bidders provide edits which either add value to customers or do not impose additional costs or shift risks to customers.</p>	<p>4%</p>
<p>3. Development and feasibility of proposal - Bids will be evaluated based on the quality of their proposal, their responsiveness to the information requested and demonstration of sufficient detail regarding the quality of their environmental compliance plan and any environmental impact of each proposal consistent with the proposed technology. Bids must demonstrate that the project can be reasonably developed within the appropriate timeframe to meet the proposed in service date and with limited risk to the customers. Bids which have achieved commercial operation will be awarded percentage weight consistent with the risk associated with each non-price category. For example, an existing project will be awarded 100% of the percentage weight associated with the Critical Path Schedule.</p>	<p>4%</p>
<p>4. Control and permitting – PPA and APSA Bidders must be able to: 1) document they have obtained site control, necessary permits, interconnection or transmission services, and project incentives (maximum points in this category) or 2) demonstrate how site control, necessary permits, interconnection or transmission services, and project incentives will be obtained in the time required to meet the project in-service date. Bids will be evaluated based on the quality of their proposal, their responsiveness to the information requested and demonstration of sufficient detail on the status of permitting, and site control. Bids which can demonstrate little or no risk associated with these criteria will be more highly valued.</p>	<p>4%</p>
<p>5. Operational Viability - Bids will be evaluated based on the quality of their proposal, their responsiveness to the information requested and demonstrate sufficient detail of their ability to comply with environmental permits and requirements and their operating experience with similar renewable projects and technology. Bidders should provide a description of the environmental management and compliance criterion for the renewable project and addresses the ability of such project, existing or to be constructed for a PPA or APSA, ability to meet all of the project’s environmental compliance and permits. Second, Bidders should provide a description of any and all previous experience in operating and maintaining similar projects.</p>	<p>4%</p>

STEP 2 - SHORTLIST

The shortlist will be established using the combined price and non-price results. For Bidder's that include bid alternatives, only the top performing option will be considered the eligible bids for evaluation purposes. Bidders will be asked to provide their best and final bids which will be further updated using Step 1 for selection to the Shortlist. The nominal levelized PVRR of both fixed and variable costs, quantified on a \$/MWh basis, will be calculated consistent with the best and final pricing offered by the Bidder.

B. FINAL SELECTIONS; OTHER FACTORS

The two steps described above constitute the formal evaluation process and will lead to the compilation of the Shortlist of resources for further negotiation. After completing the formal evaluation process described above, but before making the final resource selections to be submitted for approval or acknowledgement, PacifiCorp will take into consideration certain other factors that are not expressly or adequately factored into the formal evaluation process, but that are required by applicable law or Commission order to be considered. In addition PacifiCorp may evaluate and include in its final evaluation prudent costs associated with direct and or indirect debt directly related with the resource procurement consistent with the information outlined in Section 5(I) and (J).

SECTION 7. AWARDING OF CONTRACTS

A. INVITATION

This RFP is merely an invitation to make proposals to PacifiCorp. No proposal in and of itself shall constitute a binding contract. PacifiCorp may, in its sole and absolute discretion, perform any one or more of the following:

- Determine which proposals are eligible for consideration as proposals in response to this RFP.
- Issue additional subsequent solicitations for information and conduct investigations with respect to the qualifications of each Bidder.
- Disqualify proposals contemplating resources that do not meet the definition of Solar Resources in this RFP.
- Supplement, amend, or otherwise modify this RFP, or cancel this RFP with or without the substitution of another RFP.
- Negotiate and request Bidders to amend any proposals.
- Select and enter into agreements with the Bidders who, in PacifiCorp's sole judgment, are most responsive to the RFP and whose proposals best satisfy the interest of PacifiCorp, its customers, and state legal and regulatory requirements, and not necessarily on the basis of any single factor alone.
- Issue additional subsequent solicitations for proposals.
- Reject any or all proposals in whole or in part.
- Vary any timetable.
- Conduct any briefing session or further RFP process on any terms and conditions.
- Withdraw any invitation to submit a response.

B. CONFIDENTIALITY AGREEMENT

All parties will be required to sign a mutual Confidentiality Agreement (**RFP Appendix G**) with PacifiCorp if they qualify for the Shortlist prior to entering into negotiations.

C. POST-BID NEGOTIATION

PacifiCorp will further negotiate both price and non-price factors during post-bid negotiations. PacifiCorp will also include in its evaluation any factor that may impact the total cost of a resource, including but not limited to all of the factors used in the Initial Shortlist cost analysis plus consideration of accounting treatment and potential effects due to rating agency treatment, if applicable. Post-bid negotiation will be based on PacifiCorp's cost assessment. PacifiCorp will continually update its economic and risk evaluations until both parties execute a definitive agreement acceptable to PacifiCorp in its sole and absolute discretion.

PacifiCorp shall have no obligation to enter into any agreement with any Bidder to this RFP and PacifiCorp may terminate or modify this RFP at any time without liability or obligation to any Bidder. In addition, this RFP shall not be construed as preventing PacifiCorp from entering into any agreement that PacifiCorp deems prudent, in PacifiCorp's sole opinion, at any time before, during, or after this RFP process is complete. Finally, PacifiCorp reserves the right to negotiate only with those entities who propose transactions that PacifiCorp believes in its sole discretion to have a reasonable likelihood of being executed.

D. SUBSEQUENT REGULATORY ACTION

Unless mutually agreed between the parties or unless required by actual (or proposed) law or regulatory order, at the time of contract execution, PacifiCorp does not intend to include a contractual clause whereby PacifiCorp is allowed to adjust contract prices in the event that an entity who has regulatory jurisdiction over PacifiCorp does not fully recognize the contract prices in determining PacifiCorp's revenue requirement. As of the issuance date for this solicitation, PacifiCorp is unaware of any such actual law or regulatory order.