



**Capacity and Energy Supply
Request for Proposals**

(2019C RFP)

ISSUED: Tuesday, June 4, 2019

**DUE DATE: Tuesday, June 25, 2019, 5:00 PM
Pacific Prevailing Time (PPT)**

2019C RFP Responses:

**PacifiCorp
2019 Capacity and Energy Supply RFP
Resource & Commercial Strategy**

RFPMarket@pacificorp.com

TABLE OF CONTENTS

1	Introduction and Process	3
1.1	Products	3
1.2	Generating Resource Location	4
1.3	Credit Requirements	4
1.4	Schedule	6
	Table 1 – RFP Schedule	6
1.5	RFP Bidders Conference	6
1.6	Submission of Bids	6
2	Information Requested from Bidders	7
2.1	Proposal Requirements	7
2.2	Generating Resource Description	7
2.3	Bidders Credit Information	7
3	Evaluation	8
4	Procedural Items	8
4.1	Certain Procedural Items	8
4.2	Company Reservation of Rights and Disclaimers	9
4.3	Confidentiality	9
4.4	Post-Bid Negotiation	10
	Appendix A – Term Sheet	11
	Appendix A-1 – Unit Firm PPA with WSPP Schedule C Resupply Term Sheet	12
	Appendix A-2 –Tolling Agreement Term Sheet	14
	Appendix A-2, Exhibit I	17
	Appendix A-2, Exhibit II	18
	Appendix A-2, Exhibit III – Sample Reports	19
	Appendix A-2, Exhibit III – Sample Reports	20
	Appendix A-2, Exhibit III – Sample Reports	21
	Appendix B – Historical Availability	22
	Appendix C – Data and Pricing Inputs	23
	Appendix D – Bidder’s Credit Information	24
	Appendix E – Confidentiality Agreement	26

1 INTRODUCTION AND PROCESS

PacifiCorp (“Company”) is seeking to purchase capacity and energy supply capable of firm delivery subject to the conditions as described in the RFP from one or more identified resources beginning November 2019 through December 2025. The Company will consider bids sourced from all generating resources types, whether existing or yet-to-be constructed, capable of delivering capacity and energy to PacifiCorp’s balancing areas. This RFP seeks contracts for less than five (5) years of varying contract lengths. This 2019 Capacity and Energy Supply Request for Proposals (“2019C RFP”) is restricted to supply-side generating resources that are capable of firm delivery to PacifiCorp’s network transmission system in PacifiCorp’s East or West balancing area (“PACE” or “PACW”). PacifiCorp will only accept bids from specific, identified generating resources.

The 2019C RFP may be found at:

<http://www.pacificorp.com/sup/rfps.html>

Parties will contract on an ISDA Master Agreement with Power Annex or EEI Master Power Purchase & Sale Agreement on PacifiCorp's standard terms as mutually agreed. For 2019-2020 contracts less than twelve months, PacifiCorp may accept confirmation under the WSPP Agreement, including a short form netting agreement.

1.1 PRODUCTS

Product means i) unit firm energy and capacity from a physical resource with WSPP Schedule C resupply at a mutually agreed delivery point to the extent the unit does not deliver the full quantity or ii) a unit-contingent tolling agreement. PacifiCorp will also consider hydro resources, subject to certain outage limitations. Preference will be given to dispatchable resources.

PacifiCorp will only accept proposals for unit firm power purchase agreements (“PPAs”) with WSPP Schedule C resupply at a mutually agreed delivery point to the extent the unit does not deliver the full quantity or tolling agreements. Proposals must be capable of providing physical capacity and energy with all electric power and ancillary services backed by a discrete generating resource(s). The minimum proposal size is 25.0 megawatts (“MW”).

Bidders must describe the source of supply associated with each offer in **Appendix A Term Sheet**, including all Exhibits and **Appendix B Historical Availability**. For each unique generating resource and offer, Bidder shall complete **Appendix C Data and Pricing Inputs** (excel file) and include the specifications and characteristics of the generating resource(s), the balancing authority area in which the generating resource unit(s) is located, and the generating resource point of interconnection. Bidders must specify the firm fuel transport arrangements, as applicable. For each unique generating resource¹, PacifiCorp will accept up to five bid alternatives.

PacifiCorp will consider pricing proposals from Bidders that include, but are not limited to, the following structures so long as the Bidder supplies enough information and definition around the proposal such that the bid can be evaluated effectively:

¹ As identified in the E-Tag

- Fixed capacity and energy price (one price for multiple months regardless of contract quantity offered);
- Defined variable capacity and energy price (prices and/or quantity varies depending on month);
- Physical tolling arrangements (PacifiCorp supplies the fuel),
- Virtual tolling arrangements (PacifiCorp does not supply the fuel)

PacifiCorp will consider bids from other utilities which have their own balancing authority area so long as generating resource is identified in E-Tag.

Bidder's proposals must conform to all local, state and federal regulations, and Bidders are responsible for all costs of reporting, costs of compliance, and other fees related to emissions.

Bidders may be allowed to replace energy in the limited event of generating resource mechanical unavailability or unplanned outage, subject to PacifiCorp's agreement at the time of request at a mutually agreeable alternate point of delivery.

1.2 GENERATING RESOURCE LOCATION

PacifiCorp seeks capacity and energy from generating resources that are capable of delivery to or are located in PACE or PACW. PacifiCorp is seeking pricing at the generating resources' point of interconnection. PacifiCorp will evaluate the cost and availability of transmission to move the energy to PacifiCorp's load. If the Bidder has already secured firm transmission rights into PACE or PACW, the Bidder may offer and include such transmission rights in their proposal, including a description of the point of receipt and point of delivery of such transmission rights.

Scheduling of energy shall be pursuant to industry practices. Scheduling times may differ by generating resource in order to accommodate the scheduling of fuel or to align the scheduling time for a specific type of generating resource with industry practices.

1.3 CREDIT REQUIREMENTS

PacifiCorp will not accept collateral thresholds, credit ratings triggers, general adequate assurances language or similar language that might require the Company to provide performance assurances to the Bidder. However, PacifiCorp may require the Bidder to post credit assurances. If necessary, the Bidder will be required to demonstrate the ability to post any required credit assurances in the form of a commitment letter from a proposed guarantor or from a financial institution that would be issuing a Letter of Credit. PacifiCorp will require each Bidder to provide an acceptable commitment letter(s), if applicable, twenty (20) business days after the Bidder is notified that the Bidder has been selected for the shortlist. Bidder will be required to provide any necessary guaranty commitment letter from the entity(ies) providing guaranty credit assurances on behalf of the Bidder and/or any necessary letter of credit commitment letter from the financial institution providing credit assurances in the form of a Letter of Credit.

The amount of performance assurances to be provided will be determined based upon factors which include the following:

- a) the Credit Rating of the Bidder and the entity(ies) providing credit assurances on behalf of the Bidder, if applicable,
- b) the size of the project, and
- c) the expected energy delivery start date.

Please note that a financial institution providing credit assurances on behalf of the Bidder must be a major U.S. commercial bank and have at all times a Credit Rating of at least 'A' and 'A2' from Standard & Poor's ("S&P") and Moody's, respectively, and have assets (net of reserves) of at least \$10,000,000,000. Should the financial institution providing credit assurances on behalf of the Bidder fail to meet these minimum requirements PacifiCorp will require credit assurances from a replacement financial institution that does meet the requirements.

The Credit Rating is defined as the lower of: x) the most recently published senior, unsecured long term debt rating (or corporate rating if a debt rating is unavailable) from "S&P" or y) the most recently published senior, unsecured debt rating (or corporate rating if a debt rating is unavailable) from Moody's Investor Services. If neither x) nor y) is available, the Credit Rating will be determined by the Company through an internal process review utilizing a proprietary credit scoring model developed in conjunction with a third party. All Bidders will receive a Credit Rating which will be used in determining the amount of any credit assurances to be posted.

In order for PacifiCorp to perform a credit evaluation on the Bidder or the entity providing credit assurances on its behalf, audited financial statements (including balance sheet, income statement, and cash flow statement) for the three (3) most recent fiscal years must be provided to the Company.

In the event PacifiCorp anticipates that additional credit assurances may be required from a respondent, PacifiCorp reserves the right to request that the respondent reply in writing of its intent to provide such adequate credit assurances prior to the beginning of negotiations with respect to a definitive agreement(s).

1.4 SCHEDULE

Table 1 identifies a schedule for the 2019C RFP, which is subject to adjustment. The Company accepts no liability to the extent the actual schedule is different from the anticipated schedule. Any updates to the schedule will be posted online at:

<http://www.pacificorp.com/sup/rfps.html> (Menu: Suppliers > RFP's).

TABLE 1 – RFP SCHEDULE

Event	Date
PacifiCorp Issuance of 2019C RFP	June 4, 2019
Bidder Conference	June 11, 2019 at 2:00 p.m. PPT
Offers due to PacifiCorp	June 25, 2019 at 5:00 p.m. PPT
Initial Bid Evaluation Complete; Shortlist Selection	July 30, 2019
Final Awards	August 30, 2019

Bidders may submit questions, which will be addressed in a timely fashion. All information, including the pre-bid materials, questions and answers will be posted on the Company's website at www.pacificorp.com. Any questions on the 2019C RFP or related documents should be sent to the Company via email at RFPMarket@pacificorp.com.

1.5 RFP BIDDERS CONFERENCE

A Bidder teleconference will be held on **Tuesday June 11, 2019 at 2:00 PM PPT**. The Bidder teleconference will cover the 2019C RFP structure, deliverables and schedule. Additional details will be posted to the PacifiCorp website.

To join the meeting and audio through your computer: <https://pacificorp.zoom.us/j/431696842>

To join by telephone: 1- 646-558-8656, or 1-669-900-6833, meeting ID: 431 696 842

1.6 SUBMISSION OF BIDS

Proposals must be submitted in the legal name of the respondent who would be bound by any agreement with PacifiCorp. The Bidder must submit a cover letter for each proposal signed by an authorized representative.

Only electronic submittals via email will be accepted. The electronic copy via email should be sent to PacifiCorp at RFPMarket@pacificorp.com

PacifiCorp will respond with a receipt email.

Bids will be accepted until 5:00 p.m. PPT on Tuesday June 25, 2019. PacifiCorp will not accept any late proposals. PacifiCorp will contact Bidders on Tuesday July 30, 2019 to inform Bidders whether their proposal was selected for the shortlist. Bids selected to the shortlist will be asked to update their bid prices as part of the negotiation process.

2 INFORMATION REQUESTED FROM BIDDERS

2.1 PROPOSAL REQUIREMENTS

Bidders will be required to fill out and provide the Term Sheet(s) in **Appendix A** when submitting their proposals. Bidder may submit a unit firm PPA, a toll, or both for each generating resource and should submit one (1) Term Sheet per contract structure per generating resource. Each Term Sheet can include up to five (5) Product alternatives² (one (1) base bid plus four (4) alternatives) associated with each generating resource. Bid numbers shall be self-assigned by the Bidder for each Product alternative. Enter a whole number with a zero in the first decimal place (i.e. 1.0, 2.0, etc.) to designate each generating resource base bid and numerically order additional alternatives (i.e. 1.1, 1.2 to indicate alternatives to the first generating resource base bid; 2.1, 2.2 to indicate alternatives to the second generating resource base bid). Bidders will also be required to carry the same numbering across to **Appendix C Data and Pricing Inputs** (excel file).

For example, Bidder is submitting a Term Sheet for a unit firm PPA from a combined-cycle gas plant and has three Product alternatives (1 base bid plus 2 alternatives). Bidder would label the Term Sheet 1.0 which reflects the base bid and label the Product alternatives; different start date (1.1), different quantity (1.2).

Parties will contract on an ISDA Master Agreement with Power Annex or EEI Master Power Purchase & Sale Agreement on PacifiCorp's standard terms as mutually agreed. For 2019-2020 contracts less than twelve months, PacifiCorp may accept confirmation agreements for the resulting power purchase contract(s) under the WSPP Agreement including a short form netting agreement.

2.2 GENERATING RESOURCE DESCRIPTION

Bidders must provide a description of the generating resource for each Product per **Appendix A Term Sheet** including the source unit(s) for the Product, the balancing authority area in which the generating resource(s) is located, and the generating resource point of interconnection. In **Appendix B Historical Availability**, Bidders must provide the generating resource's forced outage rate for past three years and the existing forced outage rate ("EFOR") as reported on FERC Form 1 or other sources, if available. Bidders must specify the firm fuel transport arrangements, and may offer contracted transmission rights, as applicable.

2.3 BIDDERS CREDIT INFORMATION

Please provide the information per **Appendix D Bidder's Credit Information** to enable PacifiCorp to evaluate the financial viability of the bidder and any entity(ies) providing credit assurances on behalf of the bidder, if applicable. With respect to any Bidder intending to provide a guaranty, the guarantor must be domiciled in the United States or Canada. Any proposed Letter of Credit must come from a major U.S. or Canadian commercial bank.

² Product alternatives include different start and end dates, schedule, quantity, price, etc.

3 EVALUATION

PacifiCorp's bid evaluation and selection process is designed to identify the combination and amount of new capacity projects bid into the 2019C RFP that will maximize customer benefits. Resources will be evaluated against the 2019 Integrated Resource Plan ("IRP") preferred portfolio by their ability to offset and replace market transactions. A variety of evaluation tools will be used, and the method used to evaluate and select bids will be consistent with the methods that were used to evaluate resources in PacifiCorp's 2019 IRP. PacifiCorp will not make any of the evaluation models available to bidders.

PacifiCorp will use internal tools to assess the availability and cost of transmission rights required to move energy from the point of interconnection to load during peak and off-peak periods.

After the shortlist is established, PacifiCorp will invite Bidders to update pricing. PacifiCorp reserves the right to either (a) reject the best and final proposal or, (b) replace the short-listed bid or bid alternative with a final proposal solicited from another bid not originally selected to the shortlist. Accordingly, PacifiCorp may request that certain indicative bids, not initially selected to the shortlist, remain open after the shortlist is established and that those bidders be prepared to provide best and final pricing on an expedited basis.

PacifiCorp will initiate negotiations based on final pricing. Selection of a bid to the shortlist does not constitute a winning bid. Only execution of a definitive agreement between PacifiCorp and the bidder, on terms acceptable to PacifiCorp, in its sole and absolute discretion, will constitute a winning bid proposal.

4 PROCEDURAL ITEMS

4.1 CERTAIN PROCEDURAL ITEMS

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 2019C 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 fees, costs and expenses of any response to PacifiCorp including expenses in negotiating and reviewing any documentation.

All proposals belong to PacifiCorp and will not be returned. All information submitted by a Bidder will be considered non-confidential information unless the Bidder executes a Confidentiality and Non-Disclosure Agreement with PacifiCorp and requests that information be treated as confidential. If a Bidder declares any information contained in its bid submittal to be confidential, the Bidder must 1) execute Confidentiality and Non-Disclosure Agreement with PacifiCorp prior to or in conjunction with submission of its proposal, and 2) specifically identify those sections as containing "Confidential Information." Specifically, any documents submitted and any documents exchanged between the parties that contain Confidential Information shall be marked on the outside as containing Confidential Information, and each page upon which Confidential

Information appears must be marked as containing Confidential Information. The Confidential Information should be clearly identifiable to the reader wherever it appears.

4.2 COMPANY RESERVATION OF RIGHTS AND DISCLAIMERS

The Company reserves the right, without limitation or qualification and in its sole discretion, to reject any or all proposals, and to terminate or suspend this 2019C 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 2019C RFP outlined herein. The Company 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 the Company and/or any collusive bidding or other anti-competitive behavior or conduct.

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 2019C RFP, rejection of any bid proposal, failure to enter into an agreement, or for any other reason relating to or arising out of this 2019C RFP.

4.3 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.

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 also 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.

All information supplied to PacifiCorp or generated internally by PacifiCorp is and shall remain the property of PacifiCorp. The Bidder expressly acknowledges that PacifiCorp may retain information submitted by the Bidder in connection with this RFP. To the extent Bidder receives information from 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.

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

PacifiCorp intends to utilize its internal, proprietary models and forward curves in its evaluation process. These models and curves, the assumptions used in these models and curves, and the bid evaluation results will not be shared with entities external to PacifiCorp or its consultants, including Bidders, unless required to support regulatory proceedings, required by law, or required by regulatory order.

Bidders shall be required to submit **Appendix E - Confidentiality Agreement** with PacifiCorp along with bid submittal. After Bidder and PacifiCorp will countersign it and return it to the Bidder. Any Bidders not previously executing **Appendix E**, will be required if they qualify for the shortlist.

4.4 POST-BID NEGOTIATION

Post-bid negotiation will be based on PacifiCorp's bid 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 discretion, 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.

APPENDIX A – TERM SHEET

Bidder to complete the applicable Term Sheet(s) in accordance with Section 2.1:

1. Appendix A-1 Unit firm Power Purchase Agreement (PPA) Term Sheet with Schedule C resupply at a mutually agreed delivery point to the extent the unit does not deliver the full quantity

2. Appendix A-2 Tolling Agreement Term Sheet

APPENDIX A-1 – UNIT FIRM PPA WITH WSPP SCHEDULE C RESUPPLY TERM SHEET

POWER PURCHASE AGREEMENT TERM SHEET

Unit Firm PPA With WSPP Schedule C Resupply Term Sheet	Description
Seller:	Enter Counterparty Name
Contact Name:	
Phone Number:	
Email:	
Buyer:	PacifiCorp
Description:	Seller shall sell and Buyer shall purchase the Product, as delivered to the Point of Interconnection, for the Term
Facility:	Describe facility, size, technology, and location ("Facility")
Start Date	Hour Ending ("HE") 0100 Pacific Prevailing Time ("PPT") on [ENTER DATE: Starting no earlier than November 1, 2019]
End Date	HE 2400 PPT on [ENTER DATE: Ending no later than December 31, 2025]
Term Length:	<u>Term must be less than five years (60 months)</u>
Delivery Term(s):	January through December
Schedule:	Please specify: All Hours, Standard On Peak (6X16), Standard Off Peak (6X8, Sundays/Holidays), Super-Peak, or other
Planned Maintenance:	Planned maintenance for the Facility during the term by mutual agreement
Plant Capacity:	[ENTER #] MW
Contract Quantity	[ENTER #] MW – [ENTER PERCENTAGE] of the Plant and 100% of the Facility (Minimum bid of 25 MW)
Product(s)	Unit firm with WSPP Schedule C resupply at a mutually agreed delivery point to the extent the unit does not deliver the full quantity
Point of Interconnection:	The [ENTER POINT OF INTERCONNECTION DESCRIPTION, "high side of busbar at specific substation" for example] (currently the OASIS point-of-receipt called [ENTER OASIS POINT-OF-RECEIPT]). Provide name of transmission interconnection provider
Transmission Service:	Buyer shall make application for Transmission Service from the Facility's [busbar] on the appropriate Transmission System as a Designated Resource with the appropriate transmission provider for the Contract Quantity, in accordance with that transmission provider's requirement
Capacity Charge:	From [DATE] through [DATE]: \$[X.XX] / kW-mo
Energy Price:	Please specify energy price (\$/MWh) for each Delivery Term in each year in the Term
Pre-scheduling:	Pre-scheduling will be pursuant to the WECC ISAS daily pre-scheduling calendar and the WECC Business Practices
Alternative Point of Delivery:	Subject to mutual agreement
Index Point for Liquidated Damages:	Bidder to propose index. Must be liquid, published Index Point
Availability Guaranty:	The Guaranteed Availability for any month, with the exception of Planned Maintenance and outages due to an Uncontrollable Force, is [__%] of [__]

Unit Firm PPA With WSPP Schedule C Resupply Term Sheet	Description
	MW. Seller agrees to provide available data from the generating resources' EMS system to provide pre-day and post-day data to support at a minimum a) Unit availability, and b) Unit Force Outage and Planned Maintenance hours
Credit Requirements:	Credit requirements will be evaluated based on the Bidders' credit rating and the Product, Quantity, Delivery Term and the Price of the Bidders' proposals

Product Alternatives

Please number and summarize Product alternatives consistent with Section 2.1 of 2019C RFP and provide additional details in Appendix C.

Product Alternative #	Point of Interconnection	Start Date	End Date	Schedule	Quantity (MW)	Capacity Price (\$/kW-mo)	Energy Price (\$/MWh)

APPENDIX A-2 –TOLLING AGREEMENT TERM SHEET

TOLLING AGREEMENT TERM SHEET

Physical Tolling Transaction Term Sheet	
Seller	[ENTER COUNTERPARTY NAME]
Contact Name	
Phone Number	
Email	
Buyer	PacifiCorp
Description	Seller shall sell and Buyer shall purchase the Product, as delivered to the Point of Interconnection, for the Term
Facility	Describe facility, size, technology, and location ("Facility")
Start Date	Hour Ending ("HE") 0100 Pacific Prevailing Time ("PPT") on [ENTER DATE: Starting no earlier than November 1, 2019]
End Date	HE 2400 PPT on [ENTER DATE: Ending no later than December 31, 2025]
Term Length	Term must be less than five years (60 months)
Delivery Term(s)	January through December
Availability Term	Please specify: All Hours, Standard On Peak (6X16), Standard Off Peak (6X8, Sundays/Holidays), Super-Peak, or other
Planned Maintenance	Planned maintenance for the Facility during the term by mutual agreement
Pre-scheduling	Pre-scheduling will be pursuant to the WECC ISAS daily pre-scheduling calendar and the WECC Business Practices
Plant Capacity	[ENTER #] MW
Contract Quantity	[ENTER #] MW – [ENTER PERCENTAGE] of the Plant and 100% of the Facility
Product	A physical toll of the Facility. Buyer may at any time and from time to time, as provided herein, dispatch the Facility at its discretion in accordance with the Operating Limitations outlined below. Buyer will be responsible for all procurement and costs associated with fuel, fuel transportation and VOM during the Term of this transaction
Dispatch Notice	Buyer shall have the right to dispatch any or all of the Facility's [Turbines], [SPECIFY TIME PERIOD, INCLUDING NUMBER OF DAYS AND NUMBER OF DAYS PER WEEK], by providing a Dispatch Notice on a preschedule basis and subsequent Dispatch Notices in real time via electronic mail and confirmed via telephone. Dispatch notices shall be effective unless and until Buyer modifies such Dispatch Notice by providing Seller with an updated Dispatched Notice. Updated Dispatch Notices may be provided telephonically if necessary and shall be promptly documented by the Buyer via electronic mail utilizing the Dispatch Notice form
Availability Notice	Not later than 5:00 AM PPT on each Preschedule Day Seller shall, using an Availability Notice, provide Buyer with an hourly schedule of the expected availability of the [Turbines] for each hour of the schedule day. Availability Notices shall be provided by electronic mail and shall be effective unless and until Seller modifies such Availability Notice by providing Buyer with an updated Availability Notice. Updated Availability Notices may be provided via electronic mail or telephonically
Guaranteed Availability	[_] % of [] MW (Plant Capacity)

Physical Tolling Transaction Term Sheet	
Capacity Charge	[ENTER ONE OR MORE TIMEFRAME AND PRICES] From [DATE] through [DATE]: \$[X.XX] / kW-mo
Variable O&M Cost	\$[XX.XX] per [Dispatched] [Hour] per [Turbine]
Run Hour Charge	[\$_____] per [Turbine] Run Hour, for the Authorized Run Hour Starts
Fixed Start Charge	[\$_____] charge per Unit start authorized by Buyer
[DISPATCHED] Hour	Number of minutes each [Turbine] is dispatched to generate electricity divided by 60. For example, one [Turbine] dispatched for 75 minutes is 1.25 Fired Hours
Misc. Energy Charges	Emission charges, taxes, etc. are the responsibility of the Seller
Imbalance Penalties	The Buyer and the Seller shall use commercially reasonable efforts to avoid the imposition of any generation, electric transmission, or fuel supply imbalance charges. If Buyer or Seller receives an invoice that includes imbalance charges, the Parties shall determine the validity as well as the cause of such imbalance charges. The Party that caused the imbalance charges shall pay or reimburse the other Party for such imbalance charges
Monthly Capacity Payment	Monthly Capacity Payment equals Capacity Charge multiplied by Contract Capacity, multiplied by 1,000. Buyer will pay the Monthly Capacity Charge to Seller on a monthly basis
Monthly Payment	The Monthly Payment shall equal the sum of (i) the Monthly Capacity Payment, (ii) the monthly VOM Payment, (iii) if applicable, the Station Service Payment. The first Monthly Payment of each calendar year shall also include the Availability Refund, if applicable, from the previous calendar year
Point of Interconnection	The [ENTER POINT OF INTERCONNECTION DESCRIPTION, "high side of busbar at specific substation" for example] (currently the OASIS point-of-receipt called [ENTER OASIS POINT-OF-RECEIPT])
Transmission	Buyer shall make application for Transmission Service from the Facility's [busbar] on the appropriate Transmission System as a Designated Resource with the appropriate transmission provider for the Contract Quantity, in accordance with that transmission provider's requirement
Operating Limitations	<p>Fuel: [DESIGNATE BUYER OR SELLER] will deliver all of the fuel required to meet its Dispatch Notices, including fuel used for start-up</p> <p>Start-Up Notification: Minimum: [ENTER #] minutes Maximum: [ENTER #] minutes</p> <p>Fast Start per Contract Year: Parties will agree on a day ahead basis and use best efforts to provide ([ENTER #] minutes to full load from notification) per contract year</p> <p>Minimum Run Tim: [ENTER #] hour Maximum Starts per Day per [Turbine]: [ENTER #] Minimum Load per [Turbine]: [ENTER #] MW</p>
Heat Rate	Define at various temperatures, capacity. Bidder to provide incremental heat rate curve per APPENDIX A-2, EXHIBIT II and in Appendix C-1 excel spreadsheet

Product Alternatives

Please number and summarize Product alternatives consistent with Section 2.1 of 2019C RFP and provide additional details in Appendix C.

Product Alternative #	Point of Inter- connection	Start Date	End Date	Avail- ability	Quantity (MW)	Capacity Price (\$/kW- mo)	Fixed O&M (\$/kW- mo)	Variable O&M (VOM) (\$/MWh)

APPENDIX A-2, EXHIBIT I

Output and Temperature Curves for Performance and Availability Calculations

Temperature	Max. Output (MW)
<= 38 deg F	
39-58 deg F	
59-75 deg F	
76 – 90 deg F	
91- 103 deg F	
>103 deg F	

APPENDIX A-2, EXHIBIT II

Heat Rate Curve for Performance Calculations

Bidder to provide incremental heat rate curve.

Output	Heat Rate
MW	(Btu/kwhr)

APPENDIX A-2, EXHIBIT III – SAMPLE REPORTS

Availability Notice Report

Bidder to provide example.

APPENDIX A-2, EXHIBIT III – SAMPLE REPORTS

Day-ahead Dispatch Notice

Bidder to provide example.

APPENDIX A-2, EXHIBIT III – SAMPLE REPORTS

Daily Report

Bidder to provide example.

APPENDIX B – HISTORICAL AVAILABILITY

Bidders to provide information the forced outage rate for past three years and the existing forced outage rate (“EFOR”) as reported on FERC Form 1 or other available sources.

APPENDIX C – DATA AND PRICING INPUTS

Please complete the following tabs, as applicable, in the Appendix C excel spreadsheet (“Appendix C - Data and Pricing Inputs.xlsx”) and number each Product alternative consistent with Term Sheet and Section 2.1:

1. Tab 1. Data Inputs
2. Tab 2. Price Schedules
3. Tab 3. Planned Maintenance Schedule
4. Tab 4. General Info
5. Tab 5. Start-up Parameters
6. Tab 6. Expected Performance
7. Tab 7. Cooling Information
8. Tab 8. HRSG Parameters
9. Tab 9. Additional Info

APPENDIX D – BIDDER’S CREDIT INFORMATION

1. Credit information for Bidder

- a. Exact legal name and address of Bidder:
- b. Debt Ratings from S&P and/or Moody’s (please provide senior unsecured long term debt rating (or corporate rating if a debt rating is unavailable). Please indicate type of rating, rating, and source:
- c. Please attach copies of audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.
Fiscal Year End:
- d. Identify pending legal disputes (describe):
- e. Please state whether bidder is or has within the past five (5) years been the debtor in any bankruptcy proceeding.
- f. If Bidder is unable to provide audited financial statements or is relying upon another entity to provide credit assurances on its behalf, Bidder must indicate so here and complete the following section.
Is Bidder unable to provide audited financial statements?
Is Bidder relying upon another entity(ies) to provide credit assurances to Bidder’s behalf?
- g. Bidder should demonstrate its ability (and/or the ability of its credit support provider to provide the required security, including its plan for doing so (including type of security, sources of security, and a description of its credit support provider).
- h. Bidder should provide a reasonable demonstration of its ability to finance the proposed project based on past experience and a sound financial plan identifying the proposed sources for debt and equity and evidence that the project is financeable.

2. Credit information for entity(ies) providing credit assurances on behalf of Bidder (if applicable)

- a. Exact legal name and address of entity(ies) providing credit assurances on behalf of Bidder:
- b. Describe relationship to Bidder and describe type of credit assurances to be provided (e.g., parental guaranty, letter of credit, etc.). Bidder must provide to Company a letter(s) of commitment acceptable to Company from the entity(ies) providing the credit assurances on behalf of the Bidder executed by an authorized signatory and indicating the amount and form of credit assurances it will provide.

It should be noted that more than one commitment letter, or more than one form of commitment letter, may be necessary.

- c. Debt Ratings from S&P and/or Moody's (please provide senior unsecured long term debt rating (or corporate rating if a debt rating is unavailable). Please indicate type of rating, rating, and source:
- d. Please attach copies of audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.

Fiscal Year End:

- e. Pending legal disputes (describe):
- f. Please state whether entity(ies) providing credit assurances on behalf of the Bidder is or has within the past five (5) years been the debtor in any bankruptcy proceeding.
- g. Please note that for any Bidder intending to provide a guaranty, the guarantor must be domiciled in the United States or Canada. Any proposed Letter of Credit must come from a major U.S. or Canadian commercial bank.

APPENDIX E – CONFIDENTIALITY AGREEMENT

MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into as of the ___ day of _____, 2019 (the “Effective Date”), by and between PacifiCorp, an Oregon corporation (“PacifiCorp”), and _____ (“Counterparty”).

WHEREAS, Counterparty is submitting a bid in response to PacifiCorp’s 2019 Capacity and Energy Supply Request for Proposals Request for Proposals (the "Bid"), and in connection therewith the parties wish to exchange certain Confidential Information (as hereinafter defined).

NOW, THEREFORE, in consideration of the above and the mutual promises herein contained, the parties hereto agree as follows:

1. Confidential Information. “Confidential Information” means information made available by one party (the “Disclosing Party”) to the other (the “Recipient”) on or after the Effective Date, that is in a writing marked conspicuously as “CONFIDENTIAL,” and is any of the following in relation to the Bid or PacifiCorp’s evaluation of the Bid: (a) non-public financial information of the Disclosing Party or its proposed guarantor, if any, (b) the specifics of the price and business terms and conditions of the Bid; or (c) documentation exchanged between the parties pertaining to PacifiCorp’s evaluation of the Bid or negotiation with Counterparty on a definitive agreement in relation to the Bid. Confidential Information does not include information which at the time of disclosure: (x) is generally available to the public (other than as a result of disclosure by Recipient), (y) was available to Recipient on a non-confidential basis from a source other than a Disclosing Party not actually known by Recipient to be under a duty of confidentiality to a Disclosing Party, or (z) independently developed by Recipient without reliance on the Confidential Information.

2. Confidentiality; Disclosure.

(a) Until the establishment of a docket or proceeding relating to the Bid before any public service commission, public utility commission, or other agency having jurisdiction over

PacifiCorp, the Confidential Information will be kept confidential by Recipient and will not be used knowingly for any purpose by Recipient other than for the purpose set forth above and Recipient must restrict the dissemination of the Confidential Information to its employees who have a need to see it.

(b) Upon the establishment of a docket or proceeding relating to the Bid before any public service commission, public utility commission, or other agency having jurisdiction over PacifiCorp, Recipient's obligations to Disclosing Party with respect to the Confidential Information will automatically be governed solely by the rules and procedures governing such docket and not by this Agreement.

3. Protective Order. Except as provided in Section 2(b) of this Agreement, if Recipient becomes legally compelled to disclose any Confidential Information, it must provide Disclosing Party with prompt prior written notice so that Disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Recipient must (i) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel, is legally required to be furnished, and (ii) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished. Notwithstanding the foregoing, and without limiting Section 2(b), the parties acknowledge that PacifiCorp is required by law or regulation to report certain information that could embody Confidential Information from time to time, and may do so from time to time without providing prior notice to Counterparty. Such reports include models, filings, and reports of PacifiCorp's net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as those made on FERC Form 1, Form 12, or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as the North American Electric Reliability Corporation, Western Electricity Coordinating Council, Pacific Northwest Utility Coordinating Committee, Western Regional Generation Information System, or similar or successor organizations, or similar or successor forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, PacifiCorp will from time to time be required to produce Confidential Information, and may do so without prior notice and use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures.

4. Conduct of Process. Neither PacifiCorp nor Counterparty is under any obligation, and each party is free to elect not to consummate an agreement or to furnish or receive information. Nothing contained in this Agreement will prevent PacifiCorp from negotiating with or entering into a definitive agreement with any other person or entity without prior notice to Counterparty. Until PacifiCorp and Counterparty enter into a definitive agreement, no contract or agreement or

other investment or relationship is deemed to exist between them as a result of this Agreement, the issuance of a term sheet, the issuance, receipt, review or analysis of information, the negotiation of definitive documentation, or otherwise, and none of the foregoing may be relied upon as the basis for an implied contract or a contract by estoppel.

5. Intellectual Property Rights. Nothing contained herein grants any rights respecting any intellectual property (whether or not trademarked, copyrighted or patented) or uses thereof.

6. Costs and Expenses. Except as otherwise provided in any other written agreement between the parties, the parties will bear their own costs and expenses, including without limitation fees of counsel, accountants and other consultants and advisors.

7. Remedies. Disclosing Party is entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof, in addition to all other remedies available to it at law or in equity. In no event will any party be liable to the other for punitive or consequential damages for any alleged breach hereof. No failure or delay by a party in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. SUCH WAIVERS WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

8. Venue and Choice of Law. This Agreement is governed by the laws of the State of Oregon. Any suit, action or proceeding arising out of the subject matter hereof, or the interpretation, performance or breach hereof, will be instituted in any State or Federal Court in Multnomah County, Oregon (the "Acceptable Forums"). Each party agrees that the Acceptable Forums are convenient to it, and each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives any and all objections to jurisdiction or venue that it may have any such suit, action or proceeding.

9. Miscellaneous. The term of this Agreement is two years from the date hereof. This Agreement constitutes the entire agreement of the parties relating to its subject matter, and supersedes all prior communications, representations, or agreements, verbal or written. This

Agreement may only be waived or amended in writing. Notices hereunder must be in writing and become effective when actually delivered. This Agreement may be executed in counterparts, each of which, when taken together, will constitute one and the same original instrument. Neither party may assign or otherwise transfer its rights or delegate its duties hereunder without the prior written consent of the other party, and any attempt to do so is void.

IN WITNESS WHEREOF, the undersigned parties have executed this Mutual Confidentiality Agreement as of the date first written above.

PACIFICORP

an Oregon corporation

a _____

By: _____

Its: _____

By: _____

Its: _____