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# APPENDIX A 2020AS RFP Project Technical Specification for BTAs

**[INCLUDED AS SEPARATE ATTACHMENTS]**

Project technical specifications for BTAs are provided in five (5) categories:

1. General Technical Specification pertaining to all BTA bids
2. Wind Technical Specifications pertaining to all wind resource BTA bids
3. Solar Technical Specifications pertaining to all solar resource BTA bids
4. Battery Storage Technical Specifications pertaining to all battery storage BTA bids
5. High Voltage Technical Specification for Wind, Solar or BESS

PacifiCorp will provide any additional Technical Specifications for BTA bids with other resource types upon Notice of Intent to bid submittal.

# APPENDIX B-1 Notice of Intent to Bid

Bidders who intend to be considered as part of the 2020AS RFP process must return complete:

1. **Appendix B-1 – Notice of Intent to Bid Form**,
2. **Appendix D - Bidder’s Credit Information**, and
3. **Appendix G-1 - Confidentiality Agreement**, as set forth below.

Bidders shall submit an electronic copy of **Appendix B-1, Appendix D**, and **Appendix G-1** to the following PacifiCorp and IE’s email addresses, no later than **5:00 p.m. Pacific Prevailing Time on Monday, July 20, 2020.**

**Email:**

|  |  |
| --- | --- |
| PacifiCorp | RFPAllSource@PacifiCorp.com |
| Utah IE – Merrimack Energy | MerrimackIE@merrimackenergy.com |
| Oregon IE – PA Consulting | 2020AS\_IE@PAConsulting.com |

**Notice of Intent to Bid Form**

This is to declare that the undersigned intends to respond to PacifiCorp’s 2020 All Source Request for Proposals, (2020AS RFP). If multiple facilities are being bid, please provide one Notice of Intent to Bid for each facility. A facility may have multiple bids alternatives (i.e., solar facility with PPA term of 20 years and 25 years).

**2020 All Source Request for Proposals (2020AS RFP)**

|  |  |  |
| --- | --- | --- |
|  | Base Bid | Bid Alternative |
| Bidder Company (legal entity of intended signatory to a contract) |  |  |
| Company Ownership (direct and indirect owners of Company; include organizational chart) |  |  |
| Contact Person |  |  |
| Mailing Address |  |  |
| Phone(s) |  |  |
| Email |  |  |
| Project / Facility Name |  |  |
| Resource type |  |  |
| Storage type, if included |  |  |
| Structure: BTA, PPA, BESS |  |  |
| If a PPA or PPA with BESS, indicate term in years |  |  |
| Size of each bid asset in MW capacity (nominal) |  |  |
| Location (County, State) |  |  |
| GPS coordinates |  |  |
| Proposed point of interconnection to PacifiCorp’s system or if off-system, proposed point of delivery |  |  |
| PacifiCorp interconnection queue # |  |  |
| Estimated Commercial Operation Date (month/year) |  |  |

**PacifiCorp Affiliate Certification**

By signing below Bidder represents that (a) neither Bidder Company nor any affiliate of Bidder Company has an affiliate relationship (whether by ownership, joint venture or other association) with PacifiCorp or any PacifiCorp affiliate; (b) the proposed bid(s) is for power generated by facilities that are not owned by, or otherwise associated with PacifiCorp, or any PacifiCorp affiliate. For purposes of this certification, PacifiCorp affiliates include any affiliates of Berkshire Hathaway, Inc. A list of Berkshire Hathaway, Inc., affiliates will be provided upon request.

|  |  |
| --- | --- |
| **Authorized Signature** |  |
| **Print Name** |  |
| **Title** |  |
| **Date** |  |

# APPENDIX B-2 Instructions and Information Required in Bid Proposals

This **Appendix B-2** describes PacifiCorp’s expectations and requirements for the 2020AS RFP bids. In general, PacifiCorp expects bidders to provide any information that could impact the cost, reliability, dispatch frequency, or output capability of a resource. **Appendix E-1 - PPA Instructions to Bidder** and **Appendix F-1 – BTA Instructions to Bidder** provide additional detail on bid document deliverables. Due to differences between PPA and BTA bids, bidders should pay strict attention to instructions to ensure bids are in compliance with the instructions as outlined. For example, certain items in **Appendix B-2** will only apply to BTA proposals (as explained in the instruction document).

**Bid Checklist**

Each bidder must provide complete information as requested. Applicable appendices, forms and attachments are outlined in the Bid Checklist table below that are required in the bid submittal. Specific appendices to include in the bid submittal are shown in column C for the applicable bid structure type in Column D or E.

Bid Checklist Table

| **A** | **B** | **C** | **D** | **E** |
| --- | --- | --- | --- | --- |
|  | **2020AS RFP Bid Applicability** | **Bid must include completed Appendix** | **Applicable to** | |
| Appendix A | Resource Technical Specifications |  | **PPA/BSA/PSH** | **BTA** |
| *Appendix A-2* | *Interconnection Agreement, if available* | X | X | X |
| *Appendix A-3* | *Permit-Matrix* | X | X | X |
| *Appendix A-5* | *Project One-Line Drawing and Layout* | X | X | X |
| *Appendix A-6* | *Division of Responsibility* | X |  | X |
| *Appendix A-7* | *Owner Standards and Specification* |  |  | X |
| *Appendix A-9* | *Product Data- Equipment Supply Matrix* | X | X | X |
| *Appendix A-10* | *Plant Performance Guarantee/Warranties* | X |  | X |
| Appendix B-1 | Intent to Bid Form as submitted | X | X | X |
| Appendix B-2 | Information Required in Bid Proposal |  | X | X |
| Appendix C-1 | Bid Summary and Pricing Input Sheet Instructions |  | X | X |
| Appendix C-2 | Bid Summary and Pricing Input Sheet | X | X | X |
| Appendix C-3 | Energy Performance Report | X | X | X |
| Appendix E-1 | PPA Instructions to Bidders |  | X |  |
| Appendix E-2 | Redline to PPA and exhibits (PPA or PPA w/ BESS) | X | X |  |
| Appendix E-3 | Redline to BSA and exhibits | X | X |  |
| Appendix E-4 | Redline to PSH Toll Termsheet | X |  |  |
| Appendix F-1 | BTA Instructions to bidders |  |  | X |
| Appendix F-2 | Redline to BTA Term Sheet | X |  | X |
| Appendix G-1 | Confidentiality Agreement | X | X | X |
| Appendix J | PacifiCorp Transmission Waiver | X | X | X |
| Appendix K | General Services Contract-O&M Services | X |  | X |

**PROPOSAL FORMAT**

PacifiCorp is requesting that bidders conform to the following format for presenting their bid information:

**Section 1 - Executive Summary of Proposal -** The executive summary section should provide an overall description of the proposal and its key benefits and advantages to PacifiCorp. It should include a general description of the technology, location, and business arrangement for the bid including a pricing summary for the bid and bid alternatives. Bidder must confirm the terms and conditions of their proposal will remain effective through April 22, 2021. Bidders selected to the initial shortlist will have an opportunity to update bid pricing on or about April 22, 2021 when PacifiCorp Transmission completes its transition interconnection cluster study. Failure of a bidder to honor the terms and conditions of its proposal for the period stated in its executive summary may result in the bidder being disqualified as a bidder in future RFPs.

**Section 2 – Resource Description -** This section should provide a description of the resource, including:

* Description of technology and configuration including:

1. Resource type
2. Storage type if applicable
3. Description of type of generation and/or storage equipment
4. Manufacturers of major equipment (Bidders should complete **Appendix A-9** **Product Data Equipment Supply Matrix**).
5. Date of manufacture or age of major equipment
6. Hours of operation and major maintenance performed for any previously owned/operated equipment

* Appropriate appendices contained in **Appendix A - Resource Technical Specification** for PPA, BSA, and BTA bids.

PPA, BSA, and BTA bidders must provide submittals for and fulfill the requirements of:

1. **Appendix A-2 Interconnection Agreement,** if available
2. **Appendix A-3 Permit Matrix**,
3. **Appendix A-5 Project One-Line Drawing and Layout**,
4. **Appendix A-9 Product Data-Equipment Supply Matrix**.

BTA bidders are also required to provide submittals for or narrative describing conformance to:

1. **Appendix A-6** **Division of Responsibility**
2. **Appendix A-7 Owners Standards and Specifications**
3. **Appendix A-10 Plant Performance Guarantee/Warranty**

* Completed tabs in **Appendix C-2 - Bid Summary and Pricing Input Sheet**, an excel spreadsheet which contains ten (10) tabs, as further described in **Appendix C-1**. Bidders providing multiple alternatives must provide a copy of **Appendix C-2 – Bid Summary and Pricing Input Sheet** for each alternative.
* Site layout description and location including GPS coordinates.
* Demonstration of site control for the project excluding right-of-way or easements for transmission, roads, or access to the site.
* Information regarding location and transmission availability, if applicable for off-system resource.
* Status of interconnection arrangements (location, transmission provider and control area). The interconnection arrangements should be provided in more detail under Section 6 – Interconnection and Transmission Service of the bid proposal.
* Status of transmission service agreement for off-system bids, if applicable.
* Expected and guaranteed annual energy production in megawatt-hours (MWh).
* Expected generation on a 12 month by 24 hour basis (i.e. a representative day for each month of the year).
* Annual percent (%) degradation of the annual energy production, if any.
* Estimated annual availability and any guaranteed minimum annual availability.
* Operating limits or any limits on the number of hours the resource may be operated per year or unit of time.
* Bidder must provide a forecasted energy performance analysis prepared by an independent third party engineering firm as further described in **Appendix C-3 - Energy Performance Report** for the type of resource proposed.
* Project schedule, listing tasks and milestones with estimated completion dates.
* Description of financing plan, if any.
* Terms of warranties and/or guarantees on major equipment.
* Description of operation and maintenance plan and services.

**Section 3 - Bidder’s Qualifications –** Information in this section should include the information bidder supplied from **Appendix D – Bidder’s Credit Information** in the Intent to Bid submittal. This section should include, but not be limited to, the following information:

* Corporate structure and primary and secondary businesses including all legal entity names.
* Location of offices.
* Biographies of key officers.
* Developer projects and independent power supply ventures participated in the last three to five years.
* At least one primary contact and one back-up contact (name, telephone number and e-mail address) for each project or power supply venture referenced in the bidder’s proposal (for reference purposes).
* Description of any current or previous contract dispute(s) involving similar projects in which the bidder is or was involved during the last five years.
* Separate descriptions, as appropriate, for each member of a consortium or partnership of two or more firms and the relationship between the firms for this proposal.

**Section 4 - Financial Information –** Briefly summarize information provided pursuant to **Appendix D – Bidder’s Credit Information**.

**Section 5 - Pricing Proposal and Pro Forma Project Financing –** Describe in detail the pricing proposal, including the use of any index, escalation factors, or other costs to PacifiCorp. BTA bids must provide pro forma financial projections showing cash flow, income statement, and balance sheet, application of tax credits, incentives or grants, sources and uses of funds, construction draw schedule, and include all financing assumptions. At a minimum the pro forma financial projections should include the following:

* Expected annual energy production[[1]](#footnote-2) and revenue.
* Annual operating expenses including operations and maintenance costs, G&A expenses, land leases, royalty payments, property taxes, insurance and other expenses.
* Transmission service and ancillary services costs (if any).
* Debt service.
* Debt coverage ratios (by year).
* Depreciation.
* Taxes and tax credits, incentives, grants.
* Working capital requirements.
* Net income.
* Equity rate of return.

**Section 6 – Interconnection & Transmission Service -** Each proposal must include a description of the location of its proposed interconnection facilities, distribution or transmission facilities, including proposed delivery points. See **Appendix A-5 - Project One-Line Drawing and Layout.** Bidders should be aware of any transmission requirements or specifications that could affect their equipment selection and costs and take those specifications into consideration in preparing their bid submittal. Bidders should review and understand the North America Electric Reliability Corporation (NERC) guidelines regarding technical requirements and modeling for renewables.[[2]](#footnote-3) A more detailed description of operating requirements and specifications is included in **Appendix A - Technical Specification** by resource type.

Bids with projects directly interconnected to PacifiCorp’s system**.** The cost for any direct assigned and transmission network upgrades associated with the interconnection of a proposed project to PacifiCorp’s transmission system is not a minimum requirement and is excluded from the initial shortlist price evaluation.

Bidders will however, be required to meet the minimum eligibility requirement demonstrating that its project bid conforms with the project’s interconnection documentation, which could be: (a) an accepted interconnection request, as long as it was submitted by the interconnection customer to PacifiCorp’s transmission function on or before January 31, 2020[[3]](#footnote-4); (b) a serial-queue interconnection study documentation if the bidder has the option to keep that documentation under the parameters of PacifiCorp’s interconnection queue reform transition process; or (c) an executed LGIA.

Bids not directly interconnected to PacifiCorp’s system. Off-system bidders must include the following in their bid; (a) an unredacted interconnection system impact study with its third party transmission interconnection provider demonstrating interconnection is achievable on or before December 31, 2024, and (b) documentation of the availability of, and request for, long-term, firm third-party transmission service from the resource’s point of interconnection with the third party’s system to a proposed point of delivery acceptable by PacifiCorp on PacifiCorp’s system.

**Section 7 – Environmental and Siting –** The bidder is exclusively and entirely responsible for meeting and satisfying all federal, state and local permits, licenses, approvals and/or variances required to assure physical delivery of energy in accordance with any PPA or BTA. Bidder must identify all applicable permits that bidder has secured or will be required to receive in order to construct and operate the facility as outlined in **Appendix A-3 – Permit-Matrix**. Bidders must furnish applicable detailed project site, interconnection and electric distribution/transmission information, a description of all required permits, and a project timeline so PacifiCorp can assess site suitability, schedule risk, and project viability. The proposed site(s) must clearly be shown on a United States Geological Survey (USGS) 7.5-minute series map.

Bidder must provide information on any scoping, feasibility and other associated studies conducted to assess environmental impacts and to obtain necessary permits. This information must include all studies related to wildlife (including protected species, such as those protected under the federal Endangered Species Act, federal Bald & Golden Eagle Protection Act, federal Migratory Bird Treaty Act and applicable state laws), archeological, vegetation, hydrological, geotechnical, visual, noise, air quality, and other environmental impacts related to the project. Impacts to designated wilderness, national and state parks, and other protected areas should be noted. The studies provided by bidder should describe the methodologies for such studies and identify the person(s) or firm(s) who conducted and completed the work. If such studies are in progress, bidder should describe the scope and schedule for completion and identify the person(s) or firm(s) doing the studies and methodologies to be employed. Bidder should describe measures that will be taken to minimize the potential for environmental, wildlife, visual and cultural impacts of the project. Finally, bidder should discuss plans to engage community and environmental stakeholders to support the proposed project.

To the extent applicable, the bidder should clarify the following information with respect to any proposed facility site (see **Appendix A – Technical Specifications** for additional detail applicable to specific resource type):

1. List of studies conducted; required environmental, construction and other regulatory permits and timelines.
2. Prevailing noise ordinance at the site and expected sound level (A-weighted) at the site boundary.
3. Proposed site plans, layouts, elevations or other aspects of the facility.
4. Types of transportation access required.
5. Characterization of the area surrounding the site including a description of local zoning, flood plain information (100 yr. & 500 yr.), existing land use and setting (woodlands, grasslands, agriculture, etc.).
6. Proximity and extent of nearest wetlands and description of types of all types of all nearby wetlands and water bodies, including any proposed impacts.
7. Information on fish, avian species and other wildlife and vegetation inhabiting the area of the project.
8. Proximity to nearest endangered or threatened or critical species habitat and information on all nearby endangered or threatened species which could potentially be impacted, including species protected under the federal Bald and Golden Eagle Protection Act and the federal Migratory Bird Treaty Act.
9. Proximity to nearest historical or archaeological resources and all nearby historical or archaeological resources which could potentially be impacted.
10. Location and distance to population centers which could be impacted.
11. Expected site ambient temperature extremes and verification that freeze protection will be provided if necessary.

**Section 8 – Contract Terms –** Bidder must identify with specificity any exceptions to the terms of the PPA documents, the BSA, the PSH termsheet, or the BTA Termsheet, as applicable, as provided in **Appendix E-2 Power Purchase Agreement (PPA) Documents, Appendix E-3 Battery Storage Agreement (BSA) Documents, Appendix E-4 Pumped Storage Hydro (PSH) Documents,** or **Appendix F-2 Build Transfer Agreement (BTA) Termsheet.** Bidder should include both a list of exceptions to the terms of the agreement including comments to terms and conditions that bidder has issues with and a mark-up of either of the pro-forma PPA, BSA, PSH termsheet, or the BTA term sheet. Bidders objecting to terms should provide suggested alternate language and provide context to the objection for PacifiCorp to evaluate the alternate language. Conformity to those documents is strongly encouraged. NOTE: PSH bidders will be allowed to submit their own version of a toll termsheet for their project as an alternative to a full mark-up of PacifiCorp’s pro-forma toll termsheet in Appendix E-4.

**Section 9 – O&M Services Contract Terms (BTA Option Only)** – BTA bidders must provide a comprehensive listing/description of all contract terms that the bidder would seek during contract negotiations regarding operating and maintenance services for the asset. Bidder may supply a markup of the documents found in **Appendix K - General Services Contract-Operations & Maintenance Services for Project** or a separate operating and maintenance service proposalwith their bid submittal, although conformity to Appendix K terms is strongly encouraged. Bidders objecting to terms are encouraged to provide suggested alternate language and provide context to the objection for PacifiCorp to evaluate the language.

# APPENDIX C-1 Bid Summary and Pricing Input Sheet (Instructions)

**General Bid Summary Instructions for PPA, BSA, PSH, and BTA.**

Bidder should complete and submit **Appendix C -2 - Bid Summary and Pricing Input Sheet**. This is an Excel-based worksheet that covers bid summary information, energy production profile, and pricing for bid type and category as described in Table 1 of the RFP. There are ten (10) tabs on this worksheet:

| **Tab** | | **Description** | **Resource Category** | | | | **Structure** | | |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Renewable** | **Renewable plus storage** | **Standalone Storage** | **Non-Renewables** | **PPA** | **BTA** | **BSA** | **PSH** |
| 1 | Data Inputs | Project detail | X | X | X | X | X | X | X | X |
| 2 | 8760 First Year Generation Profile | First contract year - Expected 8760 Net Energy delivered to PacifiCorp at P50 Production - Applies to renewables | X | X |  |  | X | X |  |  |
| 3 | PPA Pricing | PPA Pricing structure | X | X | X | X | X |  |  |  |
| 4 | Battery Pricing & Ops | BESS pricing and Operations |  | X | X |  |  |  | X |  |
| 5 | Non-Renewable Price Schedule | Pricing schedule for Tolling Agreements, CCCT, SCCT, Pumped Storage, or Methane Bids Only |  |  |  | X | X |  |  | X |
| 6 | BTA Pricing | BTA pricing structure | X | X |  | X |  | X |  |  |
| 7 | Non-Renewable Site Info | Site Conditions for CCCT and SCCT |  |  |  | X | X | X |  |  |
| 8 | Startup Parameters | Startup parameters for CCCT and SCCT |  |  |  | X | X | X |  |  |
| 9 | Expected Performance | Expected performance for CCCT and SCCT |  |  |  | X | X | X |  |  |
| 10 | Additional Data | Blank tab to add data | X | X | X | X | X | X | X | X |

**Power Purchase Agreement**

1. Bidder’s submitting PPA bids shall provide the information requested in **tabs 1, 2 and 3** in the **Appendix C-2** spreadsheet.
2. Non-renewable bids would include **tabs 1, 3 and 5** in the **Appendix C-2** spreadsheet.
3. **Tab 10** can be used for any additional information to support bid.

**Battery Storage Agreement**

1. BSA bids shall provide the information requested in **tabs 1 and 4** in the **Appendix C-2.**
2. **Tab 10** can be used for any additional information to support bid.

**Pumped Storage Agreement**

1. PSH bids shall provide the information requested in **tabs 1 and 5** in the **Appendix C-2.**
2. **Tab 10** can be used for any additional information to support bid.

**Build-Transfer Agreement**

1. For renewable BTA, bidders shall complete **tabs 1, 2 and 6** in the **Appendix C-2**.
2. For non-renewable BTA, bidders shall complete **tabs 1, 6, 7, 8, and 9** in the **Appendix C-2.**
3. **Tab 10** can be used for any additional information to support bid.
4. Operating Expenses: Please provide complete information on the following, including any assumptions made on a forward basis (e.g., escalation rates):

* Warranty Period and Characteristics for the overall project and the major equipment.
* Annual O&M – Facilities, $ per year.
* Annual O&M - Substation/Interconnection, $ per year.
* Auxiliary services electric energy costs, $ per year.
* Land Lease costs (describe), $ per year.
* Royalty payments (describe), $ per year and/or $/MWh.
* Property Tax.
  1. Expected Rate %
  2. Rate Escalation %
  3. Initial Cost Assessed Value $000
  4. Replacement Cost Escalation %
  5. Depreciation Method
* Any property in lieu of taxes (PILOT) or other grants.

**Additional Information**

Bidder should provide any other information considered to be germane to PacifiCorp’s analysis of bidder’s submittal.

In light of the recent Executive Order dated May 1, 2020 and titled “SECURING THE UNITED STATES BULK-POWER SYSTEM”, PacifiCorp requires bidders to comply with all federal, state and local laws, and recommends bidders take into consideration any pending laws that may become legal requirements before the completion of the bidder’s project.

# APPENDIX C-2 Bid Summary and Pricing Input Sheet

(Provided as separate electronic spreadsheet)

# APPENDIX C-3 Energy Performance Report

Bidder must provide the expected performance of the resource as it varies with ambient conditions and other factors that will impact the performance of the resource. To the extent pricing, capability and/or availability vary based on specific characteristics of the facility and/or ambient conditions, the bidder must clearly identify that relationship in tabular form. The energy performance report should be prepared by an independent third party or in the alternative, bidders can provide an in-house energy performance report subject to PacifiCorp being able to replicate the results.

The energy performance report should detail how it was prepared and also contain the following as applicable for wind and solar:

* All BTA bid submittals must include a minimum of two years of on-site meteorological tower data, converted to an estimated MWh of production on an hourly time scale. . PacifiCorp will accept two years of solar irradiance satellite data provided from Solargis or SolarAnyway in lieu of on-site solar panel met data for all solar PPA and BTA bids. However, should a solar BTA bidder be selected to the initial shortlist, to remain on the initial shortlist, bidder must commit to install at least one solar monitoring station on the proposed solar site by November 15, 2020 with the ability to capture solar irradiance data for at least eight months and prior to being considered for the final shortlist. If a solar BTA bidder is selected to the final shortlist, bidder will commit to maintaining at least one on-site solar monitoring station through the entire construction period and provide the solar monitoring station and all collected solar irradiance data to PacifiCorp at BTA closing.
* PPA bid submittals must include a minimum of one year of on-site meteorological tower data or equivalent if solar, converted to an estimated MWh production on an hourly time scale. PacifiCorp will accept one year of solar irradiance satellite data provided from Solargis or SolarAnyway in lieu of on-site solar panel met data for all solar PPA bids.

**Wind**

1. General Site Data
   1. How was the wind data collected, certified and correlated to the reference points?
   2. Who provided the wind data analysis service?
   3. What is reference height, or heights, of the meteorological data?
   4. How was the wind data adjusted for the turbine hub height?
   5. What is the estimated wind shear and how was the wind shear calculated?
   6. What is the accuracy of the wind and energy forecast?
   7. What is the basis year of the underlying data? Are the references years high, low, or average years?
   8. How was generation output calculated from the meteorological data?
   9. Identify the specific de-ratings included in the energy forecast (wind array losses, line losses, blade degradation, site elevation, etc.)?
2. Energy Production Estimate
   1. Predicted hub height mean wind speed and gross and net energy production for the full project.
   2. Predicted long-term site air density.
   3. Turbine power curve employed and description of any adjustments made to the power curve.
   4. Description of methodology employed to calculate energy losses due to array effects
   5. Clear breakdown of applied energy loss factors.
   6. Monthly and diurnal pattern of predicted energy production with an explanation of the variation.
   7. Analysis of the uncertainty associated with the predictions provided in the assessment.
3. Bidders may be asked to provide the following:
   1. Site Wind Data
      1. Raw hourly or ten-minute wind speed and direction data.
      2. Description of equipment used to record data.
      3. Calibration certificates for equipment.
      4. Conversion factors (e.g. m/s per Hz) applied in recording wind speeds.
      5. Maintenance records for the monitoring equipment.
      6. Location, height and orientation relative to mast of all sensors.
   2. Reference Wind Data
      1. Hourly or ten-minute wind speed and direction data.
      2. Description of equipment used to record data.
      3. Calibration certificates for equipment.
      4. Maintenance records for the monitoring work.
      5. Location, height and orientation relative to mast of all sensors.
   3. Wind Project Information
      1. Layout of wind project turbine array using latitude and longitude co-ordinates.
      2. Detailed topographic maps of project area with all mast and turbine locations.
   4. Verification and Analysis
      1. Details of instrument configurations and measurement periods for each site mast and reference station.
      2. Summary of mast maintenance records and explanations for significant periods of missing data.
      3. Data recovery rates and measured monthly means for masts employed in the assessment.
   5. Prediction of Wind Regime
      1. Description of methodology employed to adjust measured wind speeds on site to the long-term.
      2. Correlation plots and coefficients for relevant correlations in the assessments.
      3. Predicted long-term mean wind speeds at measurement heights and hub height at all masts employed in the assessment.
      4. Annual wind speed and direction frequency distribution for long-term site masts.
      5. Plot of annual wind rose for long-term site masts.
      6. Description of methodology employed to extrapolate mean wind speeds at measurement heights to hub height.
   6. Prediction of Wind Speed Variations
      1. Description of methodology employed to predict wind speed variations across the site.
      2. Details of wind flow modeling employed and any inputs to the model (where applicable).

**Solar**

Solar bids should address the following:

1. How was the resource data collected, certified and correlated to the reference points?
2. Who provided the data analysis service?
3. What is the accuracy of the raw data for the resource and energy forecast?
4. Was a typical weather year (highly preferred), an average year, or a specific weather year (i.e. 2016) used as the basis of the energy analysis for the project? If a specific weather year or an average of weather years was used, are the reference years high, low, or average years?
5. How the generation output was calculated from the meteorological and solar insolation data.
6. Identify the specific de-ratings included in the energy forecast (i.e., soiling, mismatch, wiring, inverter, transformation losses, etc.)?

**Geothermal**

Geothermal bids should address the following:

1. Minimum of one production well and one injection well flow results to support the viability and capacity of geothermal resource. For results in excess of three (3) years, summarize the results for all years and provide the detail for the past three (3) years of production well flow tests.
2. Summary of all collected geothermal data for the proposed generating facility site.
3. Characterization the geothermal resource quality, quantity and projected production levels.
4. Graph or table that illustrates the annual and monthly projection of geothermal resources.
5. Description of any other existing geothermal facilities in the resource area and characterize their production and their anticipated impact, if any, on the generating facility.

**Biomass and Biogas**

Biomass and biogas bids should address the following:

1. Fuel makeup and its source.
2. Third-party resource assessment reports of available fuel for the generating facility and its proximity to the generating facility. Such resource assessments should include a discussion of long-term fuel price risk and availability risk issues.
3. Identify competing resource end-uses.
4. Provide a plan for obtaining the fuel, including a transportation plan.
5. Identify any contracts or option agreements to acquire and transport the fuel.
6. Provide an agreement or option agreement with a fuel source for a period of ten (10) years or greater.

# APPENDIX D Bidder’s Credit Information

**Please provide the following information with Appendix B-1 - Intent to Bid Form 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.**

**Bidder’s Credit Information**

1. Credit information for bidder
   1. Exact legal name and address of bidder.
   2. 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.
   3. Please attach copies of audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.
   4. Identify pending legal disputes (describe).
   5. Please state whether bidder is or has within the past five (5) years been the debtor in any bankruptcy proceeding.
   6. If bidder is unable to provide audited financial statements or is relying upon another entity(ies) to provide credit assurances on its behalf, bidder must indicate so here and complete the following section.
2. Is bidder unable to provide audited financial statements?
3. Is bidder relying upon another entity(ies) to provide credit assurances on bidder’s behalf?
   1. 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.
   2. 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.
4. Credit information for entity(ies) providing credit assurances on behalf of bidder (if applicable)
   1. Exact legal name and address of entity(ies) providing credit assurances on behalf of bidder.
   2. Describe relationship to bidder and describe type of credit assurances to be provided (e.g., parental guaranty, cash deposit, or a letter of credit from an acceptable financial institution). Bidder must provide to Company a letter to Company from the entity(ies) providing the credit assurances on behalf of the bidder executed by an authorized signatory and indicating their 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.
   3. Debt Ratings from S&P and/or Moody’s (please provide senior unsecured long term debt rating (or corporate rating if a senior unsecured long term debt rating is unavailable). Please indicate type of rating, rating, and source:
   4. Please attach copies of audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.
   5. Describe any pending legal disputes.
   6. 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.

### Credit Requirements

The bidder may be required to post credit assurances for the applicable bid categories of Power Purchase Agreement (PPA) or Build Transfer Agreement (BTA), each of which will be expected to have a commercial operation date of no later than December 31, 2024. PacifiCorp will require a letter from the entity providing financial assurances at the bid submittal stating that it will provide financial assurances on behalf of the bidder.

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 Initial 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. Forms of commitment letters are part of this **Appendix D**. The timing of when credit security must be posted is detailed in the Credit Security Requirements Methodology section, which is also part of this **Appendix D**.

**Amount of Credit Assurances to be Posted**

The RFP selected resources have the potential to expose PacifiCorp and its ratepayers to credit risk in the event a selected bidder is unable to fulfill its obligations pursuant to the terms of an executed agreement. The credit risk profile is a function of several factors:

1. Type of resource agreement.

2. Size of resource.

3. Expected energy delivery start date.

4. Term of underlying contract.

5. Creditworthiness of bidder and bidder’s credit support provider, if applicable.

In addition, 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 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 Standard & Poor’s (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 option x) or y) is not 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.

Power Purchase Agreement and Battery Storage Agreement

For PPAs, BSAs and PSH agreements, PacifiCorp views its potential credit exposure as the cost it would incur in the event the resource failed to reach commercial operation by December 31, 2024 or the bidder failed at any time during the life of the contract. The potential for this cost to change is greater for this resource group due to the term of the underlying contract. PacifiCorp will hold any credit security for a longer period, due to the length of the contract. PacifiCorp has determined the amount of credit assurances required for these types of transactions as **$200.00/kW**, based upon nameplate project size, to be provided at contract execution. The amount of credit assurances required will be reduced to **$100.00/kW** upon the project achieving commercial operation date and will be held until the agreement expires. Bidders under these types of structures should understand the cost of credit and bid accordingly.

Build Transfer Agreement

For all resources that involve a physical asset with appropriate step-in rights, PacifiCorp views potential credit exposure as the cost it would incur in the event the resource failed to reach commercial operation by December 31, 2024 for a wind asset and December 312, 2023 for a solar or solar plus BESS asset. If the failure occurred near the expected commercial operation date, PacifiCorp would also potentially have to procure energy and other environmental attributes associated with the energy in the open market at then-prevailing market prices. PacifiCorp has determined the amount of credit assurances required for these types of transactions as **$200.00/kW**, based upon nameplate project size. The credit assurance requirement will be terminated upon the project achieving commercial operation date with proven tax credit eligibility of the appropriate resource technology.

For PPAs, BSAs, and BTAs, PacifiCorp will also explore with a bidder, if selected, other commercial avenues to reduce security requirements, such as, but not limited to, reduction in security amounts as project development milestones met, a stipulated acceleration of commercial operation date(s) (i.e., prior to October 2024) or PacifiCorp’s review of bidder’s underlying third party contractual terms, provisions and/or incentives that further support bidder achieving commercial operations prior to December 31, 2024.

**Posting of Credit Security**

Terms and conditions for the posting of security are set forth in the applicable pro-forma documents or termsheet which as noted above can be negotiated relative to milestones and amounts. If applicable, 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. Forms of commitment letters are a part of this **Appendix D**.

**PacifiCorp Security**

Please note that PacifiCorp will not post security to support its obligations under any definitive agreement. Bidders who will require such security from PacifiCorp should not submit a proposal under this RFP.

### FORM OF GUARANTY COMMITMENT LETTER

(Must be on letterhead of bidder’s guarantor)

PacifiCorp

825 NE Multnomah Street, Suite 600

Portland, OR 97232

Attn: Credit Department

To Whom It May Concern:

[NAME OF GUARANTOR] (“Guarantor”) is [INSERT RELATIONSHIP TO BIDDER] (“Bidder”).

In connection with Bidder’s submittal in PacifiCorp’s 2020AS Request for Proposals (“RFP”), this commitment letter contains Guarantor’s assurance to PacifiCorp that, should PacifiCorp enter into a transaction with Bidder arising out of any bid submitted by Bidder in the RFP, with terms and conditions mutually acceptable to PacifiCorp and Bidder, Guarantor will at that time issue an unconditional guaranty in form and substance reasonably satisfactory to PacifiCorp, and that Guarantor will guarantee all obligations of payment and performance of Bidder to PacifiCorp as Guarantor’s independent obligation (up to a maximum amount of $\_\_\_\_\_\_, plus expenses of enforcing the guaranty).

Guarantor understands that PacifiCorp will not enter into a transaction with Bidder without said guaranty. Guarantor further understands that PacifiCorp is under no obligation to enter into any transaction with Bidder, under the RFP or otherwise.

Yours truly,

(name of committing guarantor)

(name and title of authorized officer)

### FORM OF LETTER OF CREDIT COMMITMENT LETTER

(Must be on letterhead of entity(ies) providing the letter of credit on behalf of the bidder)

PacifiCorp

825 NE Multnomah Street, Suite 600

Portland, OR 97232

Attn: Credit Department

To Whom It May Concern:

In connection with Bidder’s submittal in PacifiCorp’s 2020AS Request for Proposals (“RFP”), this commitment letter contains [ISSUING BANK]’s assurance to PacifiCorp that, should PacifiCorp enter into a transaction with Bidder arising out of any bid submitted by Bidder in the RFP, with terms and conditions mutually acceptable to PacifiCorp and Bidder, [ISSUING BANK] will at that time issue an irrevocable standby letter of credit in form and substance reasonably satisfactory to PacifiCorp, up to a maximum amount of $\_\_\_\_\_\_.

[ISSUING BANK] understands that PacifiCorp will not enter into a transaction with Bidder without said letter of credit. [ISSUING BANK] further understands that PacifiCorp is under no obligation to enter into any transaction with Bidder, under the RFP or otherwise.

Yours truly,

(name of entity(ies) providing the letter of credit)

(name of authorized officer)

# APPENDIX E-1 PPA, BSA, and PSH Instructions to Bidders

**PPA and BSA Bid Checklist**

Each bidder must provide complete information as requested and described **in Appendix B-2 Instructions and Information Required in Bid Proposals**. Applicable appendices, forms and attachments are outlined in the Bid Checklist table below that are required in the PPA and BSA bid submittal.

| **A** | **B** | **C** |
| --- | --- | --- |
|  | **2020AS RFP Bid Applicability** | **Bid must include completed Appendix** |
| Appendix A | Resource Technical Specification |  |
| *Appendix A-3* | *Permit-Matrix* | X |
| *Appendix A-5* | *Project One-Line Drawing and Layout* | X |
| *Appendix A-6* | *Division of Responsibility* |  |
| *Appendix A-7* | *Owner Standards and Specification* |  |
| *Appendix A-9* | *Product Data- Equipment Supply Matrix* | X |
| *Appendix A-10* | *Plant Performance Guarantee/Warranties* |  |
| Appendix B-1 | Intent to Bid Form as submitted | X |
| Appendix B-2 | Information Required in Bid Proposal | X |
| Appendix C-1 | Bid Summary and Pricing Input Sheet instructions |  |
| Appendix C-2 | Bid Summary and Pricing Input Sheet | X |
| Appendix C-3 | Energy Performance Report | X |
| Appendix E-1 | PPA Instructions to Bidders |  |
| Appendix E-2 | Redline to PPA and exhibits | X |
| Appendix E-3 | Redline to BSA and exhibits, if applicable | X |
| Appendix E-4 | Redline to PSH Termsheet | X |
| Appendix F-1 | BTA Instructions to bidders |  |
| Appendix F-2 | Redline to BTA Term Sheet |  |
| Appendix G-1 | Confidentiality Agreement | X |
| Appendix J | PacifiCorp Transmission Waiver | X |
| Appendix K | General Services Contract-O&M Services |  |

# 

# Appendix E-2 Power Purchase Agreement (PPA) Documents

**Including PPA Appendices**

**[INCLUDED AS A SEPARATE ATTACHMENT]**

Appendix E-2 contains two forms of PPAs:

1. PPA for renewable or non-renewable / No BESS: Renewable pertains to wind, solar and other renewables. PPA is footnoted to identify terms and conditions that would be removed to accommodate a non-renewable PPA.
2. PPA for renewable plus BESS.

# Appendix E-3 Battery Storage Agreement (BSA) Documents

**[INCLUDED AS A SEPARATE ATTACHMENT]**

Standalone Battery Storage Termsheet

# Appendix E-4 Pumped Storage Hydro (PSH) Documents

**[INCLUDED AS A SEPARATE ATTACHMENT]**

Pumped Storage Hydro Termsheet

# APPENDIX F-1 BTA Instructions to Bidders

**BTA Bid Checklist**

Each bidder must provide complete information as requested and described **in Appendix B-2 Instructions and Information Required in Bid Proposals**. Applicable appendices, forms and attachments are outlined in the Bid Checklist table below that are required in the BTA bid submittal.

| **A** | **B** | **C** |
| --- | --- | --- |
|  | **2020AS RFP Bid Applicability** | **Bid must include completed Appendix** |
| Appendix A | Resource Technical Specification |  |
| *Appendix A-3* | *Permit-Matrix* | X |
| *Appendix A-5* | *Project One-Line Drawing and Layout* | X |
| *Appendix A-6* | *Division of Responsibility* | X |
| *Appendix A-7* | *Owner Standards and Specification* | X |
| *Appendix A-9* | *Product Data- Equipment Supply Matrix* | X |
| *Appendix A-10* | *Plant Performance Guarantee/Warranties* | X |
| Appendix B-1 | Intent to Bid Form as submitted | X |
| Appendix B-2 | Information Required in Bid Proposal | X |
| Appendix C-1 | Bid Summary and Pricing Input Sheet instructions |  |
| Appendix C-2 | Bid Summary and Pricing Input Sheet | X |
| Appendix C-3 | Energy Performance Report | X |
| Appendix E-1 | PPA Instructions to Bidders |  |
| Appendix E-2 | Redline to PPA and exhibits |  |
| Appendix E-3 | Redline to BSA and exhibits, as applicable |  |
| Appendix E-4 | Redline to PSH Termsheet |  |
| Appendix F-1 | BTA Instructions to bidders |  |
| Appendix F-2 | Redline to BTA Term Sheet | X |
| Appendix G-1 | Confidentiality Agreement | X |
| Appendix J | PacifiCorp Transmission Waiver | X |
| Appendix K | General Services Contract-O&M Services | X |

# 

# APPENDIX F-2 Build Transfer Agreement (BTA) Documents

**[INCLUDED AS SEPARATE ATTACHMENTS]**

For the 2020AS RFP, Appendix F-2 is a term sheet with major terms and conditions that will be applicable in the negotiated BTA.

# APPENDIX G-1 Confidentiality Agreement

**MUTUAL CONFIDENTIALITY AGREEMENT**

This MUTUAL CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into as of the \_\_ day of \_\_\_\_\_\_\_\_, 2020 (the “Effective Date”), by and between PacifiCorp, an Oregon corporation (“PacifiCorp”), and \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Counterparty”).

WHEREAS, Counterparty is submitting a bid in response to PacifiCorp’s 2020AS 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# APPENDIX G-2 Non-Reliance Letter

825 N.E. Multnomah

Portland, Oregon 97232

(503) 813-5000

Date

[Name]

[Address]

Re: PacifiCorp’s 2020AS Request for Proposals Renewable Resources

Dear [\_\_\_\_\_\_\_\_\_\_\_]:

This letter clarifies PacifiCorp’s rights relating to its further evaluation and discussion of your possible involvement with \_\_\_\_\_\_\_\_\_\_ (“Counterparty”) proposal submitted in response to PacifiCorp’s Request for Proposals (“RFP”) (collectively with Counterparty’s proposal and all matters relating thereto, the “Project”) and any subsequent negotiations regarding the terms of any agreement or agreements entered into with you or any other party in connection with the Project. PacifiCorp will agree to enter into further discussions with you only upon your prior acknowledgement of these rights. “You”" and similar words (whether or not capitalized) refer to the addressee of this letter, Counterparty, and any Project development entity or other affiliate of the addressee in any way involved in the Project.

PacifiCorp is committed to following a fair process in selecting the winning proposal. However, PacifiCorp reserves the right, in its sole discretion, to terminate the consideration of the Project and any discussions with you or any other parties (such as your lenders) relating to the Project at any time and for any reason without incurring any liability for costs or expenses incurred by you in the course of, or as a result of, your participation in the bidding process or negotiations respecting the Project, including but not limited to any costs or expenses related to or arising from the preparation or submission of your proposal, your legal fees, transmission or environmental studies or reviews, expenses of any third party incurred at your behest, your participation in discussions with PacifiCorp, the Project, or any development costs incurred by you in connection with this process. The submission of a proposal by Counterparty and PacifiCorp’s decision to engage in further discussions with you does not constitute acceptance of the Project, and will not obligate PacifiCorp to accept or to proceed further with the Project. The acceptance of any proposal and the commencement of the Project are contingent on a number of factors, including but not limited to financial and creditworthiness considerations, strategic decisions, resource planning, regulatory approvals, and the approval of PacifiCorp’s board of directors and/or shareholders. PacifiCorp makes no representation as to the likelihood of Counterparty’s proposal being accepted or of the Project being commenced and, if PacifiCorp decides not to accept Counterparty’s proposal or the Project, you hereby fully and forever release and discharge PacifiCorp of all liability whatsoever, whether arising from your alleged reliance on PacifiCorp’s acceptance of the Project or any part thereof or whether based upon any other action or claim in tort, contract, promissory estoppel, equity, negligence or intentional conduct, and PacifiCorp will not be liable for any amount of liability or damages, including but not limited to any amounts for incidental, special, consequential or punitive damages.

PacifiCorp reserves the right to engage in discussions with multiple parties simultaneously with respect to this RFP or any other matter, and to accept or reject any type of proposal of any party in its sole discretion. PacifiCorp also reserves the rights to reject all proposals relating to this RFP, and to pursue any other course it deems appropriate, including without limitation the development of a cost-based, self-build alternative.

PacifiCorp will have no obligations to you with respect to the Project unless and until the execution by all applicable parties of one or more definitive written agreements (the “Definitive Agreements”) in form and substance satisfactory to the parties entering into such Definitive Agreements and then only to the extent stated therein. No contract will nor will be deemed to exist, whether by estoppel or otherwise, in any other way than execution and delivery (if ever) of the Definitive Agreements. The execution (if any) of any Definitive Agreements would be subject, among other things, to the satisfactory completion of due diligence by such parties as well as the satisfaction of applicable financial, environmental and other regulatory requirements as determined by PacifiCorp. If PacifiCorp selects the Project, then except as specifically set forth in the Definitive Agreements, PacifiCorp will have no obligations to you in the event that the Project or any part thereof is discontinued, cancelled, stopped, or terminated for any reason whatsoever, including without limitation financial or creditworthiness considerations concerning you or any contemplated source of Project-related funds, third-party delay or failure (with PacifiCorp's transmission function constituting a third party for purposes hereof), regulatory restrictions, transmission infrastructure restrictions, environmental or community challenges, or the Project is embargoed, restrained, subject to labor strike or lockout, destroyed, subject to terrorist attack or any other force beyond your control, is incapable of receiving required electricity transmission or network service, or is otherwise rendered impossible to complete by the times set forth in the Definitive Agreements for any other reason, whether your fault or not.

Whether or not the Project is commenced and Definitive Agreements executed, you will be responsible to pay your own fees and expenses, including without limitation legal fees and expenses, incurred in connection with the preparation, discussion and negotiation of the Project as well as the preparation, negotiation, execution and delivery of the Definitive Agreements and any other agreements or documents contemplated thereby, and PacifiCorp will not be responsible for any of those fees and expenses.

If the foregoing is acceptable, please indicate so by executing and dating this letter in the space indicated below.

Sincerely,

PacifiCorp

|  |  |  |
| --- | --- | --- |
| By: |  | |
|  |  | |
| Name: | |  |
|  |  | |
| Title: | |  |
|  |  | |
| Date: | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | | | |
|  |  | | | |
| ACCEPTED AND AGREED: | | |  | |
|  |  | | | |
| ***[Insert Name of Party]*** | | |  |
|  |  | | | |
| By: |  | | | |
|  |  | | | |
| Name: | |  | | |
|  | |  | | |
| Title: | |  | | |
|  | |  | | |
| Date: | |  | | |

# APPENDIX H 2020AS RFP Locational Capacity Limits



# APPENDIX H-1 Major Substations associated with Locational Capacity Limits

Matrix identifies the major substations that are associated with the Locational Capacity Limits in Appendix H. Some areas could be subject to additional transmission constraints during the IRP modeling process that may require further evaluation in consultation with the IE depending on bids received. Those are identified in the table notes.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **WYOMING** | | **UTAH** | | **OREGON** | **WASHINGTON** |
| **Bridger** | **East WY** | **Northern Utah** | **Southern Utah** | **Southern Oregon** | **Walla Walla** |
| Jim Bridger | Aeolus | Ben Lomond | Abajo | Captain Jack | Talbot |
|  | Amasa | Black Rock | Emery | PacifiCorp's Malin 500 kV | Walla Walla |
| **West WY** | Bar Nunn | Chappel Creek | Enterprise | Baldwin Road (2) |  |
| Rock Springs | Casper | Chimney Butte | Enterprise Valley | Corral(2) | **Yakima** |
| Lima | Dave Johnston | Clover | McFadden | Houston Lake (2) | Sunnyside |
| Raven | Foote Creek | Craner Flat | Moore | Ponderosa (2) |  |
| West Vaco | Freezeout | Homestead Knoll | Parowan | Stearns Butte (2) | **IDAHO** |
|  | Heward | Horseshoe | Pavant |  | **Goshen** |
|  | Latigo | Lampo | Sigurd | **Portland/Coast** | Antelope |
|  | Shirley Basin | Limber | Salina | None identified | Goshen |
|  | Standpipe | Mathington | South Milford |  | Kettle |
|  | Windstar | Mona | Three Peaks | **Willamette Valley** |  |
|  | Yellowtail | Oquirrh | West Cedar | None identified | **Borah** (1) |
|  |  | Sage |  |  | Populus |
|  |  | Summit Creek |  |  |  |
|  |  | Terminal |  |  | **MONTANA (3)** |
|  |  | Tooele Depot |  |  | Broadview |
|  |  |  |  |  | Colstrip |
|  |  |  |  |  | Gordon Butte |

**NOTES**

1. Goshen – Borah is a sub-area of Goshen

2. Southern OR - Prineville is a sub-area of Southern OR

3. Montana included based on 2019 IRP topology

# APPENDIX I FERC’s Standards of Conduct

As a transmission provider, PacifiCorp is required to comply with FERC’s Standards of Conduct which govern interactions between PacifiCorp’s Transmission Function and its Marketing Function. Under the Standards of Conduct, PacifiCorp’s Transmission Function employees must function independently of PacifiCorp’s Marketing Function employees. Marketing Function employees cannot have access to transmission control center or other transmission facilities or information systems that differ in any way from the access provided to non-affiliated transmission customers. The Standards of Conduct prohibit Marketing Function employees from gaining access to any information about PacifiCorp’s transmission system that is not posted on the OASIS or otherwise made publicly-available to all other market participants.

Under the Standards of Conduct, FERC will allow certain non-operating employees to be shared between the Transmission Function and Marketing Function. Under FERC’s “no-conduit rule”, shared employees may receive confidential transmission system or marketing information, but they are prohibited from sharing such information with Marketing Function employees through any non-public or off-OASIS communications.

**Market Function Employees**

PacifiCorp has identified the following business groups as Marketing Function Business Units of PacifiCorp:

Energy Supply Management

Energy Trading

Origination

**Transmission Function Employees**

PacifiCorp’s Transmission Function includes: employees, contractors, consultants or agents of PacifiCorp who conducts transmission system operations or reliability functions, including, but not limited to, those who are engaged in day-to-day duties and responsibilities for planning, directing, or carrying out transmission-related operations.

**Shared Employees**

PacifiCorp has identified Integrated Resource Planning, Resource Development, Structuring and Pricing, Contract Administration, Environmental, Credit, Legal and Risk Management as shared employee functions under FERC’s Standards of Conduct.

**Information Status**

PacifiCorp’s Marketing Function (as defined above) will not be involved in a Bidder’s transmission interconnection request and integration with the balancing authority area. PacifiCorp’s employees will at all times abide by FERC’s Standards of Conduct. If an issue arises about compliance with FERC’s Standards of Conduct, PacifiCorp’s FERC Standards of Conduct Compliance Officer, Colt Norrish at 503-813-5545, should be contacted immediately.

# APPENDIX J PacifiCorp Transmission Waiver

SELLER AUTHORIZATION TO RELEASE GENERATION DATA TO PACIFICORP

[Interconnection Customer Letterhead]

Transmission Services

Attn: Director, Transmission Services

825 NE Multnomah, Suite 1600

Portland, OR 97232

RE: \_\_\_\_\_\_\_\_\_\_\_ Interconnection Request

Dear Director:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby voluntarily authorizes PacifiCorp's Transmission business unit to share \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_'s generator interconnection information and generator meter data with marketing function employees of PacifiCorp, including, but not limited to those in the energy supply management group. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

# APPENDIX K General Services Contract-Operations & Maintenance Services for Project

**INCLUDED AS SEPARATE ATTACHMENTS:**

**O&M SERVICES CONTRACT**

**Not required for PPA**

# APPENDIX L Non-Price Scoring Matrix

|  |  |  |
| --- | --- | --- |
| **Assigned Bid #:** |  | |
| **PPA or BTA** |  | |
| **Bidder** |  | |
| **Project Name** |  | |
| **County/State** |  | |
| **MW** |  | |
|  |  |  |
| **Non-Price Factor** | **Max Score** | **Bid Score** |
| **1.      Bid Submittal Completeness** | **5%** |  |
| Bids provided all required RFP information pursuant to RFP instructions for PPA and BTA, including accuracy of such information including the specific Appendices listed below; | Multiple RFP bid submittal documents missing requested information = 1% One or two RFP bid submittal documents missing requested information = 2% All documents complete = 3% |  |
| * Appendix B-2 Information required in Proposal |
| * Appendix C-2 Bid Summary and Pricing Input Sheet |
| * Appendix C-3 3rd Party Performance Report including site data |
| * Appendix D Bidder’s Credit Information |
| Bid in compliance with technical or operating specifications as outlined in **Appendix A** as applicable to resource type and bid structure | Major components out of compliance = 0% Some major components in compliance = 1% All major components in compliance = 2% |  |
| **2.      Contracting Progression and Viability** | **5%** |  |
| Bidder provided Appendix E-2 PPA document redline and comments  Bidder provided Appendix E-3 battery storage document redline and comments  Bidder provided Appendix F-2 BTA termsheet redline and comments | No written comments or redlines provided, or bid states that redline and comments will be provided upon selection = 0% Completed task of providing either written comments or redlines, but not both = 3% Both written comments and redlines provided = 5% |  |
| **3.      Project Readiness and Deliverability** | **15%** |  |
| Bidder’s development and construction experience related to large energy and/or storage projects including O&M plan and financing plan. | No operating projects = 0% < 300 MW operating projects = 1% > = 300 MW operating projects = 2% |  |
| Bids demonstrated site control consistent with PacifiCorp Transmission’s Site Control definition. | < 50% under lease or purchase option = 0% Lease option on full site = 2% Lease or purchase for full site = 3% |  |
| Bid provided sufficient detail, including schedule(s) and documentation, to demonstrate the ability of meeting all of the project’s environmental compliance, studies, permits such that the December 31, 2024 COD is met (or a potential later date in the case of PSH resources) | Major studies & permits not started = 0% 50% of major studies & permits complete = 3% 100% of major studies & permits complete = 6% |  |
| Bid provided sufficient detail, including schedule(s) and documentation, to demonstrate the ability of meeting equipment procurement needs and managing supply chain risks such that the December 31, 2024 COD is met (or a potential later date in the case of pump storage hydro and nuclear resources) | No documentation provided = 0% Detail provided without addressing management of supply chain risks = 1% Detail provided including addressing management of supply chain risks = 2% |  |
| Bid included documentation that projects qualify for and would receive the full or partial value of the federal tax credit as interpreted by applicable guidelines and rules of the Internal Revenue Service at commercial operation. | No documentation = 0% Qualification through construction = 1% Documentation of safe harbor equipment = 2% |  |
| **TOTAL** | **25%** |  |

# APPENDIX M Role of the Independent Evaluator

1. The general role and function of the Independent Evaluators (“IE”) are outlined as follows. A more detailed description of the IE’s role and function are included in the competitive bidding for Utah and Oregon[[4]](#footnote-5).
2. The Independent Evaluator will facilitate and monitor communications between PacifiCorp and bidders.
3. Access all important models in order to analyze, operate and validate all important models, modeling techniques, assumptions and inputs utilized by PacifiCorp in the solicitation process, including the evaluation of market bids.
4. Receive market bid responses.
5. Provide input to PacifiCorp on:
   1. the development of screening and evaluation criteria, ranking factors and evaluation methodologies that are reasonably designed to ensure that the solicitation process is fair, reasonable and in the public interest in preparing a solicitation and in evaluating market bids;
   2. the development of initial screening and evaluation criteria that take into consideration the assumptions included in the PacifiCorp’s most recent IRP, any recently filed IRP Update, any Commission order on the IRP or IRP Update;
   3. whether a bidder has met the criteria specified in any bidding process and whether to reject or accept non-conforming bid responses;
   4. whether and when data and information should be distributed to bidders when it is necessary to facilitate a fair and reasonable competitive bidding process or has been reasonably requested by bidders;
   5. whether to reject non-conforming bids for any reason or accept conforming changes; and
   6. whether to return bid fees.
6. Ensure that all bids are treated in a fair and non-discriminatory manner.
7. Monitor, observe, validate and offer feedback to PacifiCorp and the Utah and Oregon Commissions on all aspects of the solicitation and solicitation process, including:
   1. content of the solicitation;
   2. evaluation and ranking of bid responses;
   3. creation of a short list(s) of bidders for more detailed analysis and negotiation;
   4. post-bid discussions and negotiations with, and evaluations of, shortlisted bidders; and
   5. negotiation of proposed contracts with successful bidders.
8. Once the competing bids have been evaluated by PacifiCorp and the IEs, PacifiCorp and the IE will compare results.
9. Offer feedback to PacifiCorp on possible adjustments to the scope or nature of the solicitation or requested resources in light of bid responses received.
10. Solicit additional information on bids necessary for screening and evaluation purposes.
11. Advise the Commissions at all stages of the process of any unresolved disputes or other issues or concerns that could affect the integrity or outcome of the solicitation process.
12. Analyze and attempt to mediate disputes that arise in the solicitation process with PacifiCorp and/or bidders, and present recommendations for resolution of unresolved disputes to the Commissions.
13. Participate in and testify at Commission hearings on approval of the Solicitation and Solicitation Process and/or acknowledgement of the final shortlist.
14. Coordinate as appropriate and as directed by the Commissions with staff or evaluators designated by regulatory authorities from other states served by PacifiCorp.
15. The IEs shall always be included in communications involving PacifiCorp and the bidders as described in Appendix N - PacifiCorp’s Organization for RFP Process.
16. The IEs shall prepare reports as defined under Oregon and Utah rules and provide them to the Commissions and PacifiCorp. The final reports shall be provided as soon as possible following the completion of the solicitation process. Final reports shall include analyses of the solicitation, the solicitation process, the PacifiCorp’s evaluation and selection of bids and resources, the final results and whether the selected resources are in the public interest.

# APPENDIX N PacifiCorp’s Organization for RFP Process

As part of the RFP process, PacifiCorp has identified employees who will be responsible for the evaluation of the bids. The evaluation team will be required to adhere to the self-imposed code of conduct to ensure a fair and unbiased RFP evaluation and selection process.

No members of the evaluation team will have contact or 2020AS RFP-related communication with any bidder unless the IE is included. If any bidder attempts to contact a member of the evaluation team, the evaluation team will only respond if the IE is included.

The evaluation team will be made up of employees from several PacifiCorp departments. Consistent with PacifiCorp’s identification of shared employees under FERC’s Standards of Conduct,[[5]](#footnote-6) the IRP work group will be treated as a shared resource to perform work for the evaluation team. The IRP work group will not share any information it obtains from either team with the other team and the IRP work group will not share any non-public transmission system information with either team at any point in this process.

The roles and responsibilities of the members of the evaluation team are set forth below. Individuals and titles will be submitted to the IEs upon issuance of the RFP and updated if there changes.

1. **Origination**

Members of origination will be responsible for overall coordination of the RFP process, including bid process management for all proposals. Origination will have responsibility to coordinate with the IE and all of the evaluation team. Origination will perform the evaluation of the non-price components of the bid analysis.

1. **Structuring and Pricing**

Members of PacifiCorp’s structuring and pricing will be responsible for the economic analysis and modeling for the initial shortlist including the validation on the inputs to the risk assessment of the bid.

1. **Environmental and Operations**

Environmental, resource development, and operations will be responsible for evaluation of the applicable environmental, siting and facilities permits and other environmental and operational reviews of the project bid.

1. **Credit**

Credit will be responsible for credit screening, evaluation and monitoring throughout the entire RFP process.

1. **IRP**

Members of PacifiCorp’s IRP team will be responsible for the production cost modeling for the initial and final shortlist.

1. Expected Annual Energy production must be the same value used in other parts of this proposal. [↑](#footnote-ref-2)
2. NERC, Improvements to Interconnection Requirements for BPS-Connected Inverter-Based Resources, September 2019 [↑](#footnote-ref-3)
3. In the event that FERC issues an order on reconsideration in Docket ER20-924-000 before August 10, 2020 that changes the current transition interconnection cluster study cut-off date of January 31, 2020, PacifiCorp will modify the eligibility cut-off date in the 2020AS RFP to align with the new date. [↑](#footnote-ref-4)
4. Public Utility Commission of Oregon Docket AR 600, In the Matter of Rulemaking Regarding Allowances for Diverse Ownership of Renewable Energy Resources, Order 18-324, August 30, 2018 and Utah Admin. Code R746-420. [↑](#footnote-ref-5)
5. See Appendix I – FERC Standard of Conduct [↑](#footnote-ref-6)