

September 2, 2021

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-3398

Attn: Filing Center

RE: UM ____—PacifiCorp’s Application for Approval of 2022 All-Source Request for Proposals

PacifiCorp d/b/a Pacific Power (PacifiCorp or the Company) submits for filing with the Public Utility Commission of Oregon (Commission) an application requesting the Commission open a docket for approval of a solicitation process for new resources and to appoint an independent evaluator (IE) to oversee the request for proposal (RFP) process and approval of the scoring and modeling for the draft RFP. This RFP process is responsive to the resource needs identified in the Company’s 2021 Integrated Resource Plan (IRP) filing; review of the 2021 IRP is ongoing in Commission docket LC 77.

PacifiCorp respectfully requests that all communications related to this filing be addressed to:

Oregon Dockets
PacifiCorp
825 NE Multnomah Street, Suite 2000
Portland, OR 97232
oregondockets@pacificorp.com

Carla Scarsella
Attorney
825 NE Multnomah Street, Suite 2000
Portland, OR 97232
carla.scarsleaa@pacificorp.com

In addition, PacifiCorp respectfully requests that all data requests in this docket be addressed to:

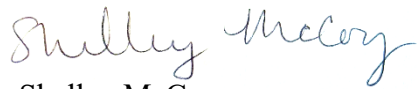
By email (preferred): datarequest@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah Street, Suite 2000
Portland, Oregon 97232

Public Utility Commission of Oregon
September 2, 2021
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Informal questions concerning this filing may be directed to Cathie Allen at (503) 813-5934.

Sincerely,

A handwritten signature in blue ink that reads "Shelley McCoy". The signature is written in a cursive style.

Shelley McCoy
Director, Regulation

Enclosure

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM _____

In the Matter of

PACIFICORP d/b/a PACIFIC POWER

Application for Approval of 2022 All-Source
Request for Proposals.

**APPLICATION TO OPEN
INDEPENDENT EVALUATOR
SELECTION DOCKET**

I. INTRODUCTION

In accordance with the competitive bidding rules adopted by the Public Utility Commission of Oregon (Commission),¹ PacifiCorp d/b/a Pacific Power (PacifiCorp or the Company) requests an order: (1) opening a docket for approval of PacifiCorp’s 2022 All-Source (2022 AS) Request for Proposals (RFP), which is a solicitation process for the acquisition of approximately 1,345 megawatts (MW) of new generating resources and 600 MW of energy storage resources targeting a commercial operation date on or before December 31, 2026; (2) appointing an independent evaluator (IE) to oversee the 2022 AS RFP process; and (3) approving the proposed RFP scoring and modeling. The size of the resource procurement proposed for the 2022 AS RFP triggers the Commission’s competitive bidding rules set forth in OAR 860-89 (the Rules) and necessitates engagement of an IE.²

The IE RFP is attached to this Application and details the IE’s duties regarding preparation of the 2022 AS RFP, review of bids received in response to the 2022 AS RFP,

¹ OAR 860-89; *see also In the Matter of the Rulemaking Regarding Allowances for Diverse Ownership of Renewable Energy Resources*, Docket No. AR 600, Order No. 18-324, Appendix A (Aug. 30, 2018).

² OAR 860-089-0100(1)(a); *see also* OAR 860-089-0200(1) (requiring an electric utility to engage an IE prior to issuing an RFP).

monitoring of the scoring and modeling process, and participation in this Commission proceeding. The IE RFP includes the IE Scope of Work in Section II and a proposed schedule for the 2022 AS RFP in Attachment A. The proposed schedule is condensed and rigorous in order to receive approval of the 2022 AS RFP from applicable state regulatory commissions³ and issue the RFP to the market on or about January 10, 2022, and select an initial shortlist prior to the close of PacifiCorp's Cluster Study 2 Request Window on May 16, 2022 to take advantage of the federal tax credits before their expiration or reduction on December 31, 2025. In order for our customers to benefit from the federal tax incentives combined with the transmission upgrades enabling Oregon-located resources selected in the 2021 IRP preferred portfolio, the Company's proposed 2022 AS RFP schedule seeks the Commission's selection of an IE at a public meeting on October 5, 2021. To further advance the aggressive timeline for the 2022 AS RFP without impacting stakeholder input or transparency, the IE RFP includes as Attachment C, the proposed methodology and scoring for the 2022 AS RFP. As detailed below, this process step in the 2022 AS RFP requires separate consideration and Commission approval in this proceeding pursuant to the Rules.⁴

PacifiCorp filed its 2021 Integrated Resource Plan (IRP) with the Commission on September 1, 2021, in docket LC 77. Commission action on the 2021 IRP would likely be scheduled for a public meeting in spring or summer 2022.⁵ PacifiCorp proposes to commence the 2022 AS RFP development concurrently with the Commission's review of the 2021 IRP. However, the proposed timeline for development of the 2022 AS RFP would result in issuance to

³ The Public Utility Commission of Oregon (OAR 860-089-0250(5) and (6)), the Public Service Commission of Utah (R746-420), and the Washington Utilities and Transportation Commission (WAC 480-107-017(1))

⁴ OAR 860-089-0250 (2)(a).

⁵ *In the Matter of PacifiCorp's 2021 Integrated Resource Plan*, Docket No. LC 77 Integrated Resource Plan filed Sept. 1, 2021.

market of the 2022 AS RFP before the Commission’s order on the 2021 IRP. As set forth in Attachment A of the IE RFP, the 2022 AS RFP would be issued on or about January 10, 2022. Allowing the RFP process to commence before an order on the 2021 IRP is critical for PacifiCorp to meet its multi-state regulatory requirements,⁶ selecting an initial shortlist prior to the close of the PacifiCorp Transmission Cluster 2 Request Window on May 16, 2022, and delivering the customer benefits associated with the time-limited federal tax benefits available for renewable resources. It would not be feasible to begin the RFP development process in the Summer 2022 after the Commission considers acknowledgement of the 2021 IRP and still participate in PacifiCorp Transmission’s 2022 Cluster 2 Study, as the Cluster 2 Request Window closes May 16, 2022.⁷ It would also not be feasible to begin the RFP development process in the Summer 2022 and still conduct an RFP for the full system in all of PacifiCorp’s six states. As outlined below, PacifiCorp believes that its proposed timeline and process is consistent with the requirements of the Commission’s competitive bidding rules and with the objective to provide a least-cost, least-risk portfolio of resources to its customers.

PacifiCorp respectfully requests that all communications related to this filing be addressed to:

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Carla Scarsella
Senior Attorney
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⁶ Under Washington Administrative Rules, an AS RFP is required if the utility’s IRP demonstrates that it has a resource need within four years. The AS RFP must be filed within 120 days after the utility files its final IRP. See WAC 480-107-009(2) and WAC 480-107-017 (1)

⁷ See PacifiCorp’s Open Access Tariff OATT Section 38.4.1.

Additionally, PacifiCorp requests that all data requests regarding this matter be addressed to:

By email (preferred): datarequest@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp 825 NE Multnomah Street, Suite 2000
Portland, OR 97232

Please direct informal correspondence and questions regarding this filing to Cathie Allen, Manager, Regulatory Affairs, at (503) 813-5934.

II. BACKGROUND

A. **The 2022 AS RFP is aligned with the Resource Opportunities Identified in PacifiCorp's 2021 IRP.**

The action plan in the 2021 IRP advances PacifiCorp's vision for a future where energy is delivered that is affordable, reliable, and without greenhouse gas emissions. PacifiCorp's 2021 IRP preferred portfolio included new solar, wind and battery storage resources in its west balancing authority area (PACW). The preferred portfolio seeks to procure and have in-service up to 600 MW of new solar resources, 745 MW of new wind resources, and 600 MW of battery energy storage (both storage associated with solar and standalone storage) by the end of 2026 in order to address the regulatory requirements of Oregon HB 2021 and Washington Clean Energy Transformation Act which seek to eliminate coal from rates, accelerate coal retirements identified in the 2021 IRP, and take advantage of benefits associated with lower cost renewables. To facilitate the delivery of these resources to the system, the 2021 IRP preferred portfolio also includes the transmission upgrades (i.e., B2H Boardman to Hemingway transmission line) in PACW planned for completion by the end of 2026.

PacifiCorp's 2021 IRP ensures that the Company will comply with the Commission's requirements to provide adequate and reliable electricity supply at a reasonable cost and in a

manner “consistent with the long-run public interest.”⁸ The 2021 IRP identifies the preferred portfolio as the least-cost, least-risk portfolio that can be delivered through specific action items at a reasonable cost and with manageable risks, while ensuring compliance with state and federal regulatory obligations. Using a range of cost and risk metrics to evaluate numerous resource portfolios in the 2021 IRP, PacifiCorp selected a preferred portfolio that reflects a cost-conscious plan that continues the transition to a cleaner energy future with near-term investments in new renewable resources and transmission infrastructure. By moving forward with the 2022 AS RFP, the Company will meet its multistate regulatory obligations and solicit resources that take advantage of the federal tax credits before these benefits are scheduled to expire or reduce. The renewable resources will allow the Company to forgo higher priced front-office transactions; providing for a stable resource portfolio that improves system reliability and provides cost benefits to customers.

The proposed timeline (*i.e.*, seeking to have the initial shortlist completed by mid-May 2022) will also allow the Company to acquire the most cost-effective resources available because this timeline accommodates PacifiCorp’s ability to pursue the 2021 preferred portfolio proxy resources, including potential wind, solar and storage resources across its west balancing authority area. The timeline also accommodates the addition of resources before the expiration or reduction of federal tax credits at the end of 2025, thus allowing the Company to acquire the most cost-effective portfolio to serve its customers.

⁸ *In the Matter of Public Utility Commission Of Oregon Investigation Into Integrated Resource Planning*, Docket No. UM 1056, Order No. 07-002 at 7 (Jan. 8, 2007).

B. PacifiCorp’s Proposed 2022 AS RFP Timeline allows Participation in the Company’s Transmission Cluster Study.

The Commission’s Rules provide two compliance tracks and PacifiCorp will comply with “track two.”⁹ Track two of the Rules (OAR 860-089-250(2)(b)) contemplates approval of the draft RFP outside of a utility’s IRP proceeding even though PacifiCorp did include the 2022 AS RFP’s design, scoring methodology, and associated modelling with its 2021 IRP filing. While the 2022 AS RFP will be issued to market prior to when the Commission’s acknowledgment decision on the 2021 IRP is expected, the 2022 AS RFP is aligned with the need identified in the 2021 IRP.¹⁰ This schedule for the 2022 AS RFP will allow the 2022 AS RFP initial shortlist to participate in the cluster study that will begin in May 2022; waiting for a Commission acknowledgment decision on the 2021 IRP would push the initial shortlisted projects into the 2023 cluster study and jeopardize those projects that are utilizing federal tax credits set to expire or reduce on December 31, 2025,

Where a utility requests approval of a RFP under “track two” of the Rules, it must specifically seek approval of the scoring and modeling proposed for its RFP through the IE selection docket. This application therefore requests that the Commission open the IE selection docket and consider the proposed RFP scoring and modeling provided as Attachment C of the IE RFP. The Company has included the initial draft of the RFP scoring components as Attachment C to the IE RFP that accompanies this filing to solicit feedback from bidders in their response to the IE RFP; the IE bidders will weigh in on these components in their bid while stakeholders are simultaneously able to review and provide comments. The timeline for the 2022 AS RFP provides a meeting with stakeholders to review the scoring and modeling components of the

⁹ OAR 860-089-0250(2).

¹⁰ OAR 860-089-250(g)(3).

2022 AS RFP and a Commission determination on the scoring and modeling methodology at the public meeting after the IE is selected.

The Company notes that even though it is using a new model, Plexos, for the 2021 IRP, and for the 2022 AS RFP modeling effort, the proposed scoring and modeling methodology for the 2022 AS RFP is consistent with the scoring and modeling methodology used by PacifiCorp to evaluate bids received in response to previous RFPs. By proposing a scoring and modeling methodology that Staff and stakeholders are familiar with and that is detailed and objective, PacifiCorp has attempted to streamline review of the draft RFP components and facilitate the timeline it is requesting.

The timeline included as Attachment A of the IE RFP sets forth the critical milestones for the RFP process that will occur after the IE is selected. In addition to these dates, the Company anticipates the following “events” to occur as part of this process:

- Oregon workshop with stakeholders to review IE bidders and review proposed RFP scoring methodology; and
- Oregon Commission selection of IE and approval of scoring and modeling methodology on October 5, 2021

Only after the IE has been selected and engaged by PacifiCorp to review the draft 2022 AS RFP and the proposed RFP scoring and modeling methodology has been approved, will the Company finalize the draft 2022 AS RFP that will be submitted to the Commission for review and approval.

C. The 2022 AS RFP will ensure a Fair Bidding Process.

The 2022 AS RFP will specifically target resource procurement consistent with the 2021 IRP analysis; accordingly, the RFP will seek proposals for up to approximately 1,345 MW of

competitively priced resources that are capable of interconnecting with or delivering to PacifiCorp's transmission system. Bids must demonstrate that the proposed projects can achieve commercial operation no later than December 31, 2026. PacifiCorp will be accepting new greenfield projects, existing resources as well as submitting one or more self-build (benchmark) bids in the 2022 AS RFP. Bidders are encouraged to offer proposals under either of four (4) different structures: (1) power purchase agreements with exclusive ownership by PacifiCorp of any and all capacity and environmental attributes associated with the energy generated; (2) "build-transfer" transactions whereby the bidder develops the project, assumes responsibility for construction, but ultimately transfers the asset to PacifiCorp pursuant to a build-transfer agreement; (3) control of the output of a standalone battery through a tolling agreement; or (4) a professional services contract for demand-side resources.

As required by the Commission's competitive bidding rules and to ensure a transparent and fair process, the 2022 AS RFP will be conducted under the oversight of an IE approved by the Commission.¹¹ In addition, IEs approved by the Utah Public Service Commission (UPSC) and the Washington Utilities and Transportation Commission (WUTC) will also oversee the RFP to ensure the process is consistent with Utah's and Washington's administrative rules¹² as well as being transparent and fair to all involved.

PacifiCorp will file the draft 2022 AS RFP on or about October 18, 2021, after the IE has been selected and can provide comments on a draft version of the 2022 AS RFP. PacifiCorp will also be filing for review and approval of the 2022 AS RFP with the UPSC and WUTC. The 2022 AS draft RFP is expected to be filed in Utah on October 20, 2021, and will be available for

¹¹ OAR 860-089-0200.

¹² Utah Code Ann. §54-17-203; WAC 480-107-023.

comments by parties and Utah’s selected IE through December 2, 2021.¹³ The 2022 AS draft RFP is expected to be filed in Washington on October 22, 2021 and will be available for comments by interested parties in Washington through December 6, 2021.¹⁴ This parallel review process allows all parties, as well as the IEs, to participate in development of the 2022 AS RFP, providing for continuity and alignment across PacifiCorp’s system while addressing the individuality and rules of each jurisdiction.

Because of the time-limited nature of this resource opportunity and the tight initial shortlist deadline prior to the close of the Cluster Study 2 Request Window, PacifiCorp proposes the following schedule for this docket:

¹³ Part 2 of the Energy Resource Procurement Act, Utah Code Ann. Title 54, Chapter 17, as required by Utah Code Ann. §54-17-202 and Commission Rules R746-420. WAC 480-107-017(1).

¹⁴ Part 2 of the Energy Resource Procurement Act, Utah Code Ann. Title 54, Chapter 17, as required by Utah Code Ann. §54-17-202 and Commission Rules R746-420. WAC 480-107-017(3).

EVENT	TARGET DATE
Receive IE Bids	September 17, 2021
IE approval and approval of evaluation and scoring methodology at Open Public Meeting	October 5, 2021
File Draft RFP with Oregon Commission	October 18, 2021
Party Comments on Draft RFP	October 25, 2021
PacifiCorp Reply Comments	November 2, 2021
IE Files Report on Draft RFP	November 5, 2021
Final RFP Approval Written Decision Issued	January 7, 2022
RFP Issued to Market	January 10, 2022
RFP Bids Due	February 15, 2022
RFP Final Shortlist Filed with the Commission	January 24, 2023
IE Closing Report on RFP	January 31, 2023
Party Comments on IE Closing Report	February 20, 2023
Final Shortlist Acknowledgement	March 2023
Execute Agreements	June 2023

PacifiCorp will file the 2022 AS RFP with the UPSC and the WUTC as required by Utah law and Washington Law, respectively.

III. 2022 AS RFP DEVELOPMENT PROCESS COMPLIANCE WITH COMPETITIVE BIDDING RULES

A. Review of Rules

Below is a summary indicating how the 2022 AS RFP will comply with the Commission's Rules.

PacifiCorp determined that it was necessary to issue an RFP prior to the time when an IRP acknowledgement could be received from the Commission. As described above, the Company's 2022 AS RFP seeks to select an initial shortlist prior to PacifiCorp's Cluster Request Window deadline to take advantage of expiring federal tax benefits that are unlikely to be accessible if the 2022 AS RFP process is not commenced until the 2021 IRP is acted on by the Commission. For these reasons, as stated above PacifiCorp elected to pursue a "track two" RFP

process under OAR 860-089-0250. The details of how PacifiCorp will comply with the Rules through “track two” are set forth below.

1. *Engagment of an IE*

This Applicaton is submitted to the Commission to open a docket for selection of an IE as required by OAR 860-089-0200(1). The Company has notified all parties to its most recent general rate case, RFP and IRP dockets of its need for an IE as required by the competitive bidding guidelines.¹⁵ The timeline for the 2022 AS RFP allows opportunities for stakeholder comment on the proposed RFP scoring and modeling and IE selection process at workshops to be scheduled in September 2021. After consideration of this input and pursuant to the Commission’s selection of an IE, the Company will engage an IE for oversight of the 2022 AS RFP. The Company’s proposed schedule also anticipates a Commission determination regarding the proposed RFP scoring and modeling at the time an IE is selected; this will allow the IE and PacifiCorp to begin incorporating comments and suggestions into the final draft RFP as soon as an IE is selected.

2. *Design of the RFP*

Pursuant to OAR 860-089-0250, where the RFP design, scoring methodology, and associated modeling process are not included in a Commission-acknowledged IRP, a proposal for scoring and associated modeling must be developed and filed for approval in the IE selection docket.¹⁶ PacifiCorp has included its proposal for scoring and the associated modeling as Attachment C of its IE RFP filed together with this Application.

¹⁵ OAR 860-089-0200(1). The Company provided this notice by serving the respective service lists for the following dockets: LC 77, UM 2059, and UE 374.

¹⁶ In its 2021 IRP, the Company did include a draft of the RFP design, scoring methodology, and associated modeling process. *See In the Matter of PacifiCorp, d/b/a Pacific Power, 2021 Integrated Resource Plan*, Docket No. LC 77, 2021 Integrated Resource Plan, Appendix P (Sept. 1, 2021).

The Company anticipates that parties to this IE selection proceeding will provide feedback on Attachment C; PacifiCorp has also requested that responses to the IE RFP include comments regarding the RFP scoring and modeling proposal set forth in Attachment C. This will allow for initial input from potential IEs (and the IE that it ultimately selected) on this component of the RFP, minimizing additional review time to the RFP process.

The proposed timeline for the IE RFP includes approval of the proposed RFP scoring and modeling as a separate item from approval of the complete, draft RFP.¹⁷ PacifiCorp has anticipated that approval of the RFP scoring and modeling will occur at a Commission hearing after the Commission hearing where the IE is selected. Following approval of the RFP scoring and modeling (and selection of the IE), the Company will prepare a draft of the complete RFP for review and approval with the Commission.¹⁸ As detailed in the IE RFP, PacifiCorp will consult with the IE to prepare the final draft RFP. The Company's proposed timeline also includes a bidder and stakeholder workshop to be scheduled in October 2021 to allow additional input on the draft RFP.

Finally, there is a comment period included in the timeline for the RFP that would allow stakeholder comments on the final draft RFP. The stakeholder workshop and comment period will ensure that adequate review of the draft RFP occurs to determine that it contains all of the necessary components identified in OAR 860-089-0250 (*e.g.*, bidder requirements for credit and capability; standard form contracts and term sheets; bid evaluation and scoring criteria, etc.).

¹⁷ See IE RFP, Attachment A.

¹⁸ OAR 860-089-0250(1).

3. *IE Duties*

The Commission's Rules state that the IE selected will oversee the competitive bidding process to ensure that it is conducted fairly, transparently, and properly.¹⁹ Section II of the IE RFP filed together with this application sets forth the duties of the IE including meeting the requirements of OAR-860-089-0450:²⁰

- a. Consultation with PacifiCorp on preparation of the draft RFP;²¹
- b. Submission of the IE's assessment of the draft RFP to the Commission when the final draft RFP is filed for approval;²²
- c. Review the Company's scoring of bids received and selection of the initial and final shortlists to ensure that PacifiCorp has acted reasonably including separately scoring the Company Benchmark bids and independently scoring a sample or all of the remaining bids and providing the IE's scores to the Commission;²³
- d. Evaluate the unique risks and advantages associated with any Company-owned resources (including but not limited to the Company's benchmark);²⁴
- e. Review PacifiCorp's sensitivity analysis of the bid rankings and file a written assessment with the Commission prior to the Company's request for acknowledgement of the final shortlist;²⁵ and

¹⁹ OAR 860-089-450(1).

²⁰ Each of these duties is listed in OAR 860-089-450.

²¹ IE RFP, Section II.A.1(a).

²² IE RFP, Section II.A.1(b).

²³ IE RFP, Section II.A.2(b).

²⁴ OAR 860-089-0450 (6)

²⁵ IE RFP, Section II.A.2(c).

- f. Participate in the final shortlist acknowledgment proceeding as directed by the Commission.²⁶

4. *Bid Scoring and Evaluation*

As required by the Rules, the final draft of the 2022 AS RFP will be submitted for Commission approval. At that time, stakeholders and the Commission will be able to review the final draft RFP for consistency with the Rule requirements set forth in section OAR 860-089-0400. Attachment C of the IE RFP, the proposed scoring and modeling methodology for the 2022 AS RFP, has already incorporated these requirements in the following ways:

- The initial-shortlist bids must be based on both price and non-price factors, and non-price factors have been converted to price factors where practicable;
- The majority of scores awarded to bids received in response to the 2022 AS RFP will be based on price factors (75 percent attributed to price factors);²⁷
- Non-price factors are based on resource characteristics identified in PacifiCorp’s IRP Action Plan and conformance to the standard form contracts attached to the RFP;²⁸ and
- Final shortlist bids are based on the bid resources’ overall system costs and risks.

PacifiCorp’s cluster study, including those selected to the 2022 AS RFP initial shortlist, will be conducted beginning in May 2022 to identify the cost and timing of study participant’s interconnection and network upgrades required for interconnection. Those costs will be

²⁶ IE RFP, Section II.A.2.

²⁷ OAR 860-089-0400(2).

²⁸ See OAR 860-089-0400(2)(b) (non-price criteria should be tied to resource characteristics identified in the IRP or conformance to standard contract forms; these non-price criteria relate to the timing need for new resources identified in the 2021 IRP and conformance with standard contract forms).

incorporated into a best and final price update by the bidders for further consideration for the final shortlist.

IV. CONCLUSION

PacifiCorp requests that the Commission open a docket for approval of a solicitation process for approximately 1,345 MW of new generating resources plus an additional 600 MW of energy storage and that the Commission appoint an IE to oversee the RFP process. The procurement of the proposed resources will provide substantial customer benefits, are an integral component of PacifiCorp's long-term plans to provide stable, reliable electric service at just and reasonable rates, and serve the public interest. As detailed above, the attached IE RFP conforms to the requirements for engagement of an IE and such IE's duties as set forth in the Commission's competitive bidding rules.

Respectfully submitted this 2nd day of September, 2021.



Carla Scarsella
Senior Attorney
Pacific Power d/b/a PacifiCorp

Request for Proposals (RFP)

Independent Evaluator (IE)

For

PacifiCorp's

2022 All-Source Request for Proposals

Issued: **September 3, 2021 Friday**
Proposals Due: **September 17, 2021 Friday**
5:00 PM Pacific Prevailing Time

Issuing Entity: PacifiCorp

PacifiCorp
Attn: Resource & Commercial Strategy
825 NE Multnomah, Suite 600
Portland OR 97232

Email: rfp_IE@pacificorp.com

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Attachments

- A PacifiCorp's 2022AS RFP Schedule
- B Oregon Competitive Bidding Rules
- C Proposed 2022AS RFP Bid Evaluation and Selection Process
- C-1 2021 IRP Preferred Portfolio Incremental Resources
- D Bidder Pricing Proposal
- E Professional Services Contract

I. INTRODUCTION AND BACKGROUND

This Independent Evaluator (IE) Request for Proposals (RFP) is being issued to comply with Oregon competitive bidding rules set forth in Oregon Administrative Rules (OAR) 860-089¹ while PacifiCorp conducts an all-source RFP for future resources meeting specific requirements and schedule. The IE will be required to perform the activities described in detail in this IE RFP.

The PacifiCorp 2022 All-Source Request for Proposals (“2022AS RFP”) is being issued to pursue resource need identified in PacifiCorp’s 2021 Integrated Resource Plan (IRP) Action Plan. PacifiCorp’s 2021 IRP was filed September 1, 2021 and included the evaluation methodology for its next proposed All Source RFP as an IRP chapter. In order to fulfil the IRP Action Plan and acquire new resources to be commercially operational by December 31, 2026, PacifiCorp will seek Commission approval from Oregon, Washington and Utah, issue the RFP and determine the initial shortlist of resources prior to the close of PacifiCorp Transmission’s Cluster Request Window on May 16, 2022 as regulated and set forth in PacifiCorp Transmission’s Open Access Transmission Tariff (OATT).

The 2022AS RFP will accept and evaluate all resource types² which meet the minimum criteria of this RFP. Prior to the determination of the final shortlist in approximately January 2023, the 2022AS RFP will incorporate two RFPs, which will dovetail and be evaluated in parallel using the IRP portfolio optimization models. Those efforts include:

1. All source RFP (2022AS RFP) to be released in January 2022 in order to select a shortlist prior to the close of PacifiCorp Transmission’s 2022 Cluster Study Window, and
2. A demand-side resource RFP to be issued in Q2 2022 targeting but not limited to distributed energy, demand response and other customer located resources.

The IE will be retained to oversee the supply side resource RFP process up to and including the final short list selection process in which both supply side and demand side resources will be included in the portfolio optimization model and considered for selection to the final short list.

The 2021 IRP preferred portfolio includes the following incremental resources:³

1. 1345 megawatts (MW) of new proxy supply-side generation resources and 600 MW of collocated energy storage resources with commercial operation date (“COD”) by December 31, 2026.⁴
2. 274 megawatts (MW) of new proxy demand-side resources.

¹ OAR 860-89 can be found at:

https://secure.sos.state.or.us/oard/displayDivisionRules.action;JSESSIONID_OARD=NT0iBnQ8Ik0CEcmB2AieXY65B8TGyEy-c6IH2tJqXo3yOOvZyeF!849948759?selectedDivision=4519

See also In the Matter of Rule Making Regarding Allowances for Diverse Ownership of Renewable Energy Resources, Docket No. AR 600, Order 18-324 (Aug. 30, 2018).

² WAC 480-107-009 (1) All-source RFP requirements. All-source RFPs must allow bids from different types of resources that may fill all or part of the characteristics or attributes of the resource need. Such re-source types include, but are not limited to, unbundled renewable energy credits, conservation and efficiency resources, demand response or other distributed energy resources, energy storage, electricity from qualifying facilities, electricity from independent power producers, or other resources identified to contribute to an equitable distribution of energy and nonenergy benefits to vulnerable populations and highly impacted communities.

³ In the Matter of PacifiCorp, dba Pacific Power, 2021 Integrated Resource Plan, Docket No. 77, 2021 Integrated Resource Plan (Sept. 1, 2021).

⁴ The figures for solar and wind exclude resource capacity added to meet assumed customer preference targets that are included in the 2021 IRP preferred portfolio.

In addition, PacifiCorp will accept bids from long lead resources requiring longer lead time to develop and construct that places the project completion beyond the required 2022AS RFP December 31, 2026 commercial operation date.⁵

Under the 2022AS RFP, PacifiCorp is seeking proposals for competitively priced resources capable of interconnecting with or delivering to PacifiCorp's transmission system in its east or west balancing authority areas (PACE and PACW, respectively), targeting the specific topology and resource mix as shown in **Attachment C-1 - 2021 IRP Preferred Portfolio Incremental Resources**.

PacifiCorp will accept qualified proposals from bidders who currently own or have legally binding rights to develop new greenfield resources that are discrete generating assets and can be individually metered and remotely monitored. PacifiCorp will also seek bids from existing operating facilities subject to certain limitations.⁶ During the 2022AS RFP final short list evaluation process, PacifiCorp will run its IRP optimization tool with the top performing supply-side and the demand-side resources. PacifiCorp will choose final short list resources based on providing lowest cost and risk to the system and in compliance with the procurement rules in its six state territory.

For the 2022AS RFP, PacifiCorp will consider proposals for the following transaction structures:

1. Benchmark transaction whereby the utility proposes the project.
2. Build-transfer transaction whereby the bidder develops the project, assumes responsibility for construction and ultimately transfers the asset to PacifiCorp in accordance with the terms of a build-transfer agreement (BTA). Under this transaction structure, the bidder will be responsible for all development, design, equipment supply, construction, commissioning, and performance testing, and will be required to design and construct the resource in conformance with PacifiCorp's specifications. PacifiCorp will only be acquiring the bidder's assets under the BTA structure and will not consider BTA bids that involve the ultimate transfer of a project company to PacifiCorp.
3. Power-purchase agreement (PPA) transaction with exclusive ownership by PacifiCorp of any and all energy, capacity and environmental attributes associated with the generation. PacifiCorp will consider PPA terms between 5 and 30 years. PacifiCorp provides two forms of PPA; generation-only resources and generation resources collocated with a BESS resource. With respect to collocated resources, the term length must be the same term for both the generation and the storage resource. PacifiCorp is requiring full dispatch control of the collocated or standalone battery (charge and discharge).
4. Tolling Agreement (Toll) transaction whereby PacifiCorp controls the output of a standalone storage resource (BESS, Pumped storage hydro (PSH) or other). PacifiCorp will consider Toll terms between 5 and 30 years.
5. PacifiCorp will accept its Professional Services Contract for demand-side bids.

PacifiCorp will accept bids in the 2022AS RFP from existing operating facilities subject to the following conditions:

- Bidder cannot terminate an existing contract to bid into the 2022AS RFP

⁵ A review of PacifiCorp Transmission's interconnection queue showed pumped storage and nuclear as the only long-lead time resources.

⁶ 1) Bidder cannot terminate an existing contract to bid into the 2022AS RFP; 2) The existing contract must expire before the required on-line date as proposed in a bidder's bid but no later than December 31, 2026; 3) Bid must meet all other requirements in the 2022AS RFP

- The existing contract must expire before the required on-line date as proposed in a bidder's bid but no later than December 31, 2026.
- Bid must meet all other requirements in the 2022AS RFP

PacifiCorp will submit self-build ownership proposals (benchmark resources) and may allow for affiliate bids.⁷ PacifiCorp benchmark resource bids will be received by the independent evaluator (IE) no later than seven (7) days prior to the receipt of market bids. The market bids will not be opened until such time as PacifiCorp benchmark resource bids have been reviewed, evaluated, and validated by the IE and PacifiCorp’s evaluation team.

The proposed 2022AS RFP schedule is contained in **Attachment A – Proposed 2022AS RFP Schedule**.

A. PURPOSE

The purpose of this solicitation is to select and recommend for Oregon Commission Approval an IE for PacifiCorp’s 2022AS RFP. PacifiCorp will contract directly with the Commission-selected IE using **Attachment E - PacifiCorp Professional Services Contract**. The IE must be independent of the utility and potential bidders, and also be experienced and competent to perform all IE functions identified in Oregon’s competitive bid rules in **Section II Scope of Work**.

B. BACKGROUND

The Commission issued rules on competitive bidding for resource acquisitions, where a company seeks to acquire resources or contracts with a duration greater than five years and the quantity size is greater than 80 MW.⁸ The 2020AS RFP is subject to these rules as further described in **Attachment B – Oregon competitive bidding rules**.

Under the Commission’s competitive bidding rules, an IE must be used in each resource RFP that meets the duration and size criteria above to help ensure that all offers are treated fairly and consistently. The IE is tasked with ensuring the 2022AS RFP bid evaluation and selection process are also consistent the rules.

C. CONTRACT TERM AND AMENDMENTS

The IE contract is anticipated to be for an initial term of eighteen (18) months, with the option to renew on a month-to-month basis until the IE’s participation in the 2022AS RFP process is completed. The IE must be available according to the schedule established by the Commission.

D. ESTIMATED SCHEDULE OF IE RFP EVENTS

The proposed schedule for selection of the Oregon IE is shown below for the major milestones. Additional milestones in the selection process and the overall 2022AS RFP schedule are included in **Attachment A – Proposed 2022AS RFP Schedule** and should be reviewed during bid preparation.

Milestone	Date
Issue OR IE RFP to market	09/03/2021
OR IE Bids Due	09/17/2021

⁷ Unless directed by the Commission otherwise, a PacifiCorp “affiliate” shall be limited to Berkshire Hathaway Energy Company and its subsidiaries.

⁸ OAR 860-089-100 (1)(a).

OR Commission Public Meeting Approving IE	10/05/2021
Execute Contract with IE	10/19/2021

E. RESERVATION OF RIGHTS

PacifiCorp reserves the right in its sole discretion to:

- Amend this RFP for any reason or cancel this solicitation without liability if cancellation would be in the public interest;
- Reject any or all Proposals received in response to this RFP, without liability, if such rejection would be in the public interest. PacifiCorp is not responsible for any costs incurred by the bidder in connection with submitting proposals, and all bidders who submit a proposal do so solely at their own expense;
- Waive any minor irregularity, informality, or non-conformance with the provisions or procedures set forth in this RFP, and to seek clarification of each proposal if necessary;
- Contact any or all references submitted with the proposal.

F. SOLICITATION ADDENDA

PacifiCorp may revise this RFP on or before the RFP closing date. PacifiCorp will not waive, alter, modify, supplement or amend the terms of this RFP in any manner except by written addenda issued by PacifiCorp in the same manner as the original RFP was advertised. Any purported changes, additions, interpretations or clarifications to the RFP that are issued in any manner other than as described above will not be effective, and the bidder shall not rely upon such information.

G. PROPRIETARY INFORMATION AND CONFIDENTIALITY

1. All information submitted by a bidder will be considered public information unless the bidder requests that information be treated as confidential, and the information is considered exempt under Oregon Revised Statutes (ORS) 192.345 or 192.355. If a bidder declares any information contained in its bid submittal to be confidential, the bidder must specifically identify those sections as containing “Confidential Information” and briefly explain how and why the information is exempt from disclosure to the public in accordance with ORS 192.345 or 192.355. 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.
2. All copies submitted, as well as the original proposal, must be marked in this manner. The request must also include the name, address, and telephone number of the person authorized by the bidder to respond to any inquiries by PacifiCorp concerning the confidential status of the materials. PacifiCorp agrees to treat such information as confidential and to submit such information to the Commission, or commissions, and other parties in accordance with a protective order.
3. In addition, the bidder agrees that certain Commission-authorized entities must be allowed to review such confidential materials.

4. All information supplied to PacifiCorp or generated internally by PacifiCorp is and will remain the property of PacifiCorp. To the extent bidder receives information from PacifiCorp, bidder must maintain the confidentiality of such information and such information may not be provided to any third party before, during or after this IE RFP process unless required by law or regulatory order.
5. To the extent the Bidder selected as the IE for the 2022AS RFP receives information from PacifiCorp, the IE must maintain the confidentiality of such information and such information may not be provided to any third party before, during or after the 2022AS RFP process unless required by law or regulatory order.

II. SCOPE OF WORK

A. DELIVERABLES

The 2022AS RFP is being issued in response to the resource need that was identified in the 2021 IRP. The RFP is time sensitive due to the need to identify an Initial Shortlist before the close of the Cluster Study Request Window on May 16, 2022 per PacifiCorp Transmission's Open Access Transmission Tariff. Consequently, the scope of work has a condensed and rigorous schedule up to the selection of the ISL, which IE bidders should fully consider in their proposals.

1. IE ASSESSMENT OF RFP DESIGN

- a. PacifiCorp will file an initial draft 2022AS RFP with the Commission after selection of the IE to allow an opportunity for the selected IE to participate in the final drafting and stakeholder comments to the draft RFP and provide other feedback before the final draft RFP is filed and approval process is completed.⁹ This process will ensure that the final draft RFP reflects any comments received by both stakeholders and the IE without delaying the timeline for selection of an initial shortlist of bids.
- b. The selected IE will complete a thorough assessment of the 2022AS RFP design and submit its assessment of the final RFP draft to the Commission when PacifiCorp files its final draft RFP for approval. The assessment should review the adequacy, accuracy, and completeness of all solicitation materials to ensure compliance with the Commission's competitive bidding requirements and consistency with accepted industry standards and practices.
- c. The IE will participate in joint meetings and discussions via Teams or Zoom, as needed, with Washington and Utah's selected independent evaluators regarding the overall RFP process and final comments on the 2022AS RFP to ensure the final draft RFP is consistent across PacifiCorp's states as submitted to the Oregon, Washington, and Utah Commissions. PacifiCorp has proposed two specific joint IE meetings to be conducted via video conference; one to cover the overall RFP process and a second to review final draft RFP to align comments from Oregon, Washington, and Utah stakeholders. Additional virtual or face-to-face meetings may be established during the RFP process.

2. REPORTS

The IE will be required to file the following identified RFP reports with the Commission:

⁹ OAR 860-089-0250 (1).

- a. Final Draft RFP Assessment: The IE will complete and file an assessment of the final RFP draft as described in A.1.a above at the time PacifiCorp files its final draft RFP for Commission approval.
- b. Bid Scoring: The IE will independently score the competing bids and file the scores with the Commission.¹⁰ PacifiCorp intends to submit multiple benchmark bids, and so this task will be completed to provide results to the Commission. This report will be provided to the Commission under seal or as highly confidential information subject to a modified protective order.
- c. Sensitivity Analysis: IE will review PacifiCorp's sensitivity analysis for the final shortlist as completed per OAR 860-089-0400(5)(b) and file a written assessment with the Commission.¹¹
- d. Closing Report: The closing report will provide the IE's detailed assessment of PacifiCorp's selection of the final short-list of bids, including all aspects of the solicitation process and the IE's involvement, observations, conclusions, and recommendations. The reasons and basis for PacifiCorp's evaluation and selection process are to be fully detailed in the IE's closing report, including a) ranking benchmark and market bids, b) selecting and scoring benchmark and market bids, and c) rejecting benchmark and market bids.

The closing report will also include an analysis of whether or the extent to which:

- a. the resources selected minimize long-term costs for PacifiCorp's retail customers taking into consideration overall system costs and risks,
- b. the solicitation process was fair,
- c. screening factors and weights were applied consistently and comparably to all benchmark and market bids,
- d. credit and security requirements, liquidated damages provisions, resource performance and operational characteristics, warranties and other similar requirements were appropriately applied to bid evaluation and appropriately affected the outcome of the solicitation process,
- e. all reasonably available data and information necessary for a potential bidder to submit a bid was provided,
- f. the IE was provided with or given access to all data, information and models relevant to the solicitation process to permit full and timely scoring, testing and verification of assumptions, models, inputs, outputs, and results,
- g. confidentiality claims and concerns between the IE and PacifiCorp were resolved in a manner that preserved confidentiality as necessary, yet permitted dissemination and consideration of all information reasonably necessary for the bidding process to be conducted fairly and thoroughly, and
- h. the evaluation was performed consistent with Commission-approved competitive bidding rules.

The closing report will also include:

- a. The IE's independent scoring of all or a sample of the bids to determine whether the selections for the initial and final short-lists are reasonable. The Commission

¹⁰ OAR 860-089-0450 (7).

¹¹ OR 860-089-0450 (8).

may request that all bids be scored by the IE if a participant in the final shortlist acknowledgment proceeding requests the Commission to direct the IE to score all bids.¹²

- b. Comparison between PacifiCorp's and the IE's scoring and evaluation of the competing bids following a meeting(s) with PacifiCorp to attempt to reconcile and resolve any scoring differences. Include an explanation of the reconciliation process and any remaining differences. In the closing report, the IE will be required to disclose any conflict of interest regarding any of the actual RFP bidders.

B. OTHER ACTIVITIES

1. Confer with Commission Staff as needed on the IE's duties.¹³ These discussions are anticipated to be performed by phone and by e-mail.
2. In consultation with Commission Staff, participate in additional meetings with parties, hosted by Staff, related to final short-list selection or any request for acknowledgment of the final short-list.
3. Participate in the pre-bid RFP conference and be available to discuss the IE role in the 2022AS RFP process. Participate in any additional pre-bid conferences.
4. Review and comment on PacifiCorp's screening process for bidder eligibility.
5. Participate in any Commission public meeting (if any) related to the Commission's consideration of RFP approval, based on the IE's assessment of the 2022AS RFP design.
6. Monitor all aspects of the solicitation process from the RFP issuance through the final shortlist of bids, including the following:
 - a. Opening and cataloging of benchmark and market bids including bid fees,
 - b. Bidder eligibility screening,
 - c. Communications between bidders and PacifiCorp before and after proposals are due,
 - d. Any requested bidder updates,
 - e. Any RFP amendments issued by PacifiCorp,
 - f. Evaluation and ranking of responses,
 - g. Selection of the initial shortlist bids,
 - h. Selection of the final shortlist of bids, and
 - i. Monitoring the solicitation process, discussions with bidders, and contract negotiations through the acknowledgement of the final shortlist.

The IE may be requested by Commission Staff to perform additional monitoring for the period between any acknowledgement process and contract finalization. Such a request will be made by the Commission Staff to PacifiCorp directing PacifiCorp to issue a revised scope of work and request an incremental cost estimate from the IE, which, if acceptable to the Commission Staff, will result in an amended contract with the IE.

7. Audit the evaluation process and validate the evaluation criteria, methods, models, and other solicitation processes have been applied as approved by the Commission and

¹² OAR 860-089-0450 (5).

¹³ OAR 860-089-0450 (2).

consistently and appropriately applied to all bids. Verify assumptions, inputs, outputs and results are appropriate and reasonable.

8. Verify the basis for selection of the initial shortlist of bids.
 - a. Verify that the price score is calculated as appropriate for the product and technologies submitted in the bids, using real-levelized or annuity methods.¹⁴
 - b. Verify that the non-price score is based on resource characteristics identified in PacifiCorp's most recent acknowledged IRP Action Plan or IRP Update (e.g., resource term, type, development, operational characteristics, etc.) and materially conforming to the standard form contracts or term sheets attached to the RFP.¹⁵ Verify that the non-price criteria is objective and can be reasonably self-calculated by bidders.¹⁶
9. Verify the basis for selection of the final shortlist of bids.
 - a. Verify the impact of PacifiCorp Transmission's interconnection agreements or study reports setting forth the cost and timing of each project's interconnection service on the selection of the final shortlist from the initial shortlist.
 - b. Verify the results of modeling the effect of candidate resources on overall system costs and risks.
 - c. Verify that the portfolio modeling and decision criteria used to select the final shortlist of bids are consistent with the modeling and decision criteria used to develop PacifiCorp's acknowledged IRP Action Plan.
10. Advise PacifiCorp and Commission Staff of any issue that might reasonably be construed to affect the integrity of the solicitation process and provide PacifiCorp an opportunity to remedy the defect identified. Advise Commission Staff of significant changes or unresolved issues as they arise.
11. Independently score all or a sample of the benchmark and market bids to determine whether the selections for the initial and final shortlists are reasonable. Based on an initial sample of bids, the IE should use its judgment regarding whether independent scoring of all bids is appropriate, in consultation with Commission Staff.
12. Independently evaluate the unique risks and advantages associated with a benchmark bid or a bid using the build-transfer structure as contemplated in this RFP, including the regulatory treatment of costs or benefits related to actual plant operation costs and performance differing from what was assessed in the RFP.
13. Compare the IE's and PacifiCorp's scoring and evaluation of the competing bids and attempt to reconcile and resolve any scoring differences.
14. Participate in Commission proceedings on acknowledgment of the final short-list of bids if PacifiCorp requests such acknowledgment. Participation would include oral comments at a Commission public meeting or hearing.

¹⁴ OAR 860-089-0400 (2)(a).

¹⁵ The utility must allow bidders on the final shortlist to negotiate mutually agreeable final contract terms that are different from ones in the standard form contracts.

¹⁶ OAR 860-089-0400(2)(b).

15. Participate in any additional meetings with parties on request.

III. MANDATORY MINIMUM QUALIFICATIONS

For this IE RFP, the Commission has directed that the IE must be independent of the utility and potential bidders. The following are minimum requirements that must be demonstrated by Bidders:

1. Bidder shall be experienced and competent to perform all IE functions identified in the competitive bid guidelines
2. Bidder shall disclose all business conducted with PacifiCorp or its affiliates, past or present.
3. Bidder shall re-confirm, upon receipt of the 2022AS RFP bidder list, that the bidder has no conflict of interest with any of the bidders or their affiliates.
4. Bidder shall disclose any conflict, or potential conflict of interest, that might arise during the course of the project, including any potential bidders in PacifiCorp's 2022AS RFP.
5. Bidder shall demonstrate its experience and competence in assessment, evaluation and monitoring related to competitive bidding for electricity supplies including renewable and thermal resources.
6. Bidder shall demonstrate its experience and competence in assessment and evaluation of storage technologies including operational dispatch of batteries as part of an electric utility's resource portfolio.

IV. PROPOSAL CONTENTS

Bidders must include the following in their proposal:

A. QUALIFICATIONS

The bidder shall provide all information deemed necessary to fully demonstrate the bidder's qualifications as required under Article III above.

B. BIDDER STAFF ORGANIZATION

Each proposal shall explain the bidder's staff organization and responsibility hierarchy of staff to be assigned to the 2022AS RFP. Please note the duration of the 2022AS RFP when developing organization and assignments. Such assignments and responsibilities shall be broken down and described by task. The bidder shall highlight illustrations of relevant prior experience on similar projects.

C. REQUIRED SUBMITTALS

Detailed response containing:

1. Bidders must provide a cost proposal that includes all-inclusive fixed costs for each task in the detailed scope of work by pricing area, as specified in **Attachment D – Bidder Pricing Proposal**.
2. A complete narrative of the bidder's assessment of the work to be performed, the bidder's ability and approach, and the resources necessary to fulfill the requirements of this RFP. This should demonstrate the bidder's understanding of the IE's performance expectations. Clearly indicate any options or alternatives proposed.
3. A specific point-by-point response by task number (e.g., "A1"), in the order listed in the detailed scope of work, to each requirement in the RFP.

4. Bidder must provide experience with production costs models and an initial assessment and critique of PacifiCorp's scoring methods and computer models (Plexos) to be utilized with the 2022AS RFP as described in **Attachment C – PacifiCorp's Proposed 2022AS RFP Bid Evaluation and Selection Process** specifically on its consistency with PacifiCorp's 2019 IRP modeling process and the Oregon rules addressing the evaluation criteria.¹⁷ If selected, bidders will have further opportunity to provide additional detail under Scope of Work A.1.a Design of the RFP.
5. Qualification and expertise of staff proposed for this project.
6. Experience and competence in assessment, evaluation and monitoring related to competitive bidding for renewable and non-renewable resource supplies that may or may not include a BESS or energy storage. Bidder should document experience with assessing PPAs, BTAs, and tolling agreements. Such experience should include evaluating power supply alternatives including production cost modeling to evaluate cost and risk.
7. Experience and competence in assessment, evaluation and monitoring related to competitive bidding for supplies within the Western Electric Coordinating Council (WECC).
8. Demonstrated knowledge of existing or anticipated renewable portfolio standards within the WECC.
9. Experience evaluating a competitive bidding process that involves examination of interconnection studies issued in accordance with Open Access Transmission Tariff (OATT) interconnection processing rules common to vertically integrated utilities that are outside organized markets, and "first-ready first-served" interconnection cluster study processing alternatives.
10. Work samples demonstrating such expertise and competence, including work samples demonstrating the bidder's willingness and ability to work independent of utilities and to rigorously review, evaluate, and critique utility RFPs for supply-side resources such as renewable or thermal energy resources including storage.
11. Performance references for similar IE projects with other utilities.
12. Use of electronic platform for management of bid submittal, communication, and documentation of evaluation.
13. Bidders must declare any conflicts of interest by identifying any conflict, or potential conflict of interest that might arise during the course of the project.
14. Disclose any past, current or anticipated future relationship with or work for PacifiCorp or any affiliate, and any public utility regulatory agency in any of the states served by PacifiCorp. This disclosure should specify the date, nature and scope of any such relationship or work.

D. COST PROPOSAL REQUIREMENTS

The information requested in this section will be used by the Commission Staff to evaluate the reasonableness of the overall project price quotation. The bidder must estimate the major cost categories and hours associated with each task.

As a minimum requirement, each proposal shall contain the following:

1. Personnel costs, itemized and broken down by:
 - a. personnel category (i.e. project manager etc.),

¹⁷ OAR 860-089-0400(2).

- b. names of personnel in each category to be used,
 - c. estimated hours for each task,
 - d. rates per hour for each person, and
 - e. subtotal for personnel cost.
2. Itemized cost of materials, supplies and copies and a subtotal for these elements.
3. Fully itemized transportation and related costs, itemized and broken down by at least:
 - a. travel,
 - b. lodging,
 - c. meals and other costs, and
 - d. subtotal for transportation and related costs.

V. PROPOSAL REQUIREMENTS AND SUBMISSION

A. QUESTIONS

Interested parties and bidders may submit questions related to this solicitation, and PacifiCorp will respond in a timely fashion. All information, including pre-bid materials, questions, and PacifiCorp's response to questions, will be posted on the PacifiCorp website at www.pacificorp.com. Any questions on the IE RFP or related documents should be sent to Company via email at rfp_IE@pacificorp.com.

B. SUBMISSION OF BIDS

One (1) proposal with a digital signature submitted electronically to rfp_IE@pacificorp.com, must be submitted electronically and received to the email address below no later than **5:00 PM Pacific Prevailing Time on Friday September 17, 2021**. Proposals received after this time and date will not be accepted and returned to the bidder.

Email: rfp_IE@pacificorp.com

VI. SCORING CRITERIA

From the information submitted in accordance with Article V, proposal contents, and client references, the evaluation committee (see Article VIII) will score proposals based upon the following:

A. ABILITY OF BIDDER TO PERFORM PROPOSED WORK (300 POINTS)

Maximum of three hundred (300) points. Demonstrated training, experience and ability of the bidder and its individual staff member(s) that will be assigned to the project to perform the proposed work, including, but without limitation:

1. Understanding of the scope of work and deliverables, as shown by IE's description of the tasks in its deliverables, understanding of the functions to be performed, and experience evaluating another type of renewable resource RFP or other related experience outside the WECC. (50 points)
2. Specific experience reviewing an RFP for renewable and non-renewable resources, including experience with evaluating benchmark and market bids. (100 points)
3. Experience evaluating storage options including batteries or other types. (100 points)

4. Experience evaluating another type of renewable resource RFP or other related experience in the WECC. (50 points)

B. ABILITY OF BIDDER TO PERFORM PROPOSED WORK (350 POINTS)

Maximum of three hundred and fifty (350) points. Demonstrated training, experience and ability of the bidder and its individual staff member(s) that will be assigned to the project to perform the proposed work, including, but without limitation:

1. Bidder's experience with utility applications of production cost modeling specific to renewable generating resources bids as part of an RFP (100 points).
2. Bidder's experience with PacifiCorp's current OATT that covers its "first-ready, first-served, cluster" interconnection study processing (100 points).
3. Initial assessment and critique of the scoring methods and computer models as described in **Attachment C – PacifiCorp's Proposed 2022AS RFP Bid Evaluation and Selection Process** (150 points).

C. PRICE PROPOSAL (300 POINTS)

Maximum of three hundred (300) points. **Attachment D – Bidder Pricing Proposal** will be the basis for evaluation of Bidder's proposal on the cost of the project, the overall elements of that cost and the overall appropriateness of the cost in relation to the project as proposed.

1. The cost of the project, the overall elements of that cost. (150 points)
2. The overall appropriateness of the cost in relation to the project as proposed. (150 points)

D. CONFORMITY TO PROPOSED PROFESSIONAL SERVICES CONTRACT (50 POINTS)

Maximum of fifty (50) points. IE bidder to provide redline and comments to **Attachment E – Professional Services Contract**.

VII. PROCESS SELECTION

A. EVALUATION

1. Initial Review: PacifiCorp and Commission Staff will review all proposals to help ensure that all prescribed provisions and procedures have been met. Proposals that do not meet all prescribed mandatory qualifications, solicitation procedures and requirements may be rejected and eliminated from the selection process. Proposals meeting the prescribed solicitation procedures and requirements will be reviewed by PacifiCorp, Commission staff and interested non-bidding parties.¹⁸
2. Evaluation Process: After parties have reviewed and provided input on proposals, PacifiCorp and Commission staff will meet to discuss their findings and identify the leading candidate(s) for recommendation to the Commission.
3. Scoring: The entities or individuals submitting the highest scoring proposals shall be recommended to the Commission for its consideration.
4. Recommendation to Commission: Staff will issue a report for the Commission public meeting five (5) days prior to the public meeting, with its recommendation for an Oregon IE for PacifiCorp's 2022AS RFP.

¹⁸ 860-089-0200 (1).

5. Commission's ultimate discretion in selecting IE: The Commission will consider Staff's recommendation and comments from PacifiCorp and non-bidding parties in selecting the IE, but the ultimate discretion to select an IE lies with the Commission. The Commission will direct PacifiCorp to enter into a contract with the selected IE.

B. SELECTION NOTIFICATION

PacifiCorp will notify every bidder of its selection status.

VIII. CONTRACT INFORMATION

A. PROFESSIONAL SERVICES CONTRACT

1. The selected bidder will be required to enter into a professional services contract with PacifiCorp based on the scope of work described herein and in a form substantially similar to the form attached to this RFP in **Attachment E**. Commission staff will review the draft PacifiCorp contract prior to execution to ensure that it conforms to this solicitation and the Commission's competitive bidding rules.
2. The State of Oregon will not be a party to the resulting contract and will not be responsible for any conflicts that arise between PacifiCorp and the selected IE.

Attachment A PACIFICORP'S PROPOSED 2022AS RFP TIMELINE

The table below contains PacifiCorp's proposed indicative 2022AS RFP schedule. ***Dates in 2022 and 2023 are approximate and subject to change.***

Milestone	Process	Date	Day of Week
2021 IRP filed	IRP	09/01/2021	Wednesday
Open OR RFP Docket - Notify Oregon parties of RFP and IE need	OR Docket	09/02/2021	Thursday
Notify Washing parties of RFP and IE need	WA Docket	09/02/2021	Thursday
File notice of RFP with UT Commission - IE need	UT Docket	09/02/2021	Thursday
Issue IE RFP for OR	OR Docket	09/03/2021	Friday
Issue IE RFP for WA	WA Docket	09/09/2021	Thursday
OR IE bids due	OR Docket	09/17/2021	Friday
WA IE bids due	WA Docket	09/23/2021	Thursday
WA Commission approval of IE and evaluation and scoring methodology	WA Docket	09/30/2021	Thursday
OR Commission public meeting approving IE	OR Docket	10/05/2021	Tuesday
Pre-issuance RFP bidder's conference Utah	UT Docket	10/05/2021	Tuesday
File notice to bidders on RFP schedule and timeline	UT Docket	10/05/2021	Tuesday
Oregon IE files comments on draft RFP	OR Docket	TBD	TBD
File final draft RFP with OR Commission	OR Docket	10/18/2021	Monday
File final draft RFP Application for UT	UT Docket	10/20/2021	Wednesday
File final draft RFP with WA Commission	WA Docket	10/22/2021	Friday
Oregon party comments on final draft RFP	OR Docket	10/25/2021	Monday
PacifiCorp reply comments on final draft RFP	OR Docket	11/02/2021	Tuesday
Oregon IE files report on final draft RFP	OR Docket	11/05/2021	Friday
Oregon Commission Staff files memo on RFP	OR Docket	11/19/2021	Friday
Oregon Party comments on Staff memo	OR Docket	12/03/2021	Friday
RFP Comments due from WA interested persons	WA Docket	12/06/2021	Monday
UT stakeholder party comments on RFP draft	UT Docket	12/04/2021	Saturday
WA Commission approval of RFP	WA Docket	01/06/2022	Thursday
UT IE comments on RFP due	UT Docket	12/14/2021	Tuesday
PacifiCorp comments on RFP due	UT Docket	12/29/2021	Wednesday
OR Commission Issues Written Decision Approving Final RFP	OR Docket	01/07/2022	Friday
UT Commission decision on RFP	UT Docket	01/07/2022	Friday
RFP Issued to market	2022 AS RFP	01/10/2022	Monday
IE joint discussion on models and assumptions	2022 AS RFP	01/11/2022	Tuesday
Provide models and assumptions to UT IE & DPU	UT Docket	01/11/2022	Tuesday
Provide models and assumptions to OR IE	OR Docket	01/11/2022	Tuesday
Provide models and assumptions to WA IE	WA Docket	01/11/2022	Tuesday
1st bidder's conference - Utah	UT Docket	01/13/2022	Thursday

All party / PacifiCorp's reply comments due for UT	UT Docket	01/12/2022	Wednesday
Notice of Intent to Bid due	2022 AS RFP	01/24/2022	Monday
Last day for RFP questions to IEs for Q&A	2022 AS RFP	02/07/2022	Monday
Benchmark bids due	2022 AS RFP	02/07/2022	Monday
RFP bids due	2022 AS RFP	02/15/2022	Tuesday
Benchmark bid evaluations complete	2022 AS RFP	02/21/2022	Monday
Bid eligibility screening completed	2022 AS RFP	02/28/2022	Monday
Post bid summary to public website	WA Docket	03/16/2022	Wednesday
OR IE files status report on bid scoring	OR Docket	03/07/2022	Monday
PacifiCorp OATT - Cluster Request Window opens	OATT	04/01/2022	Friday
Initial bid scoring/ranking completed - for inclusion in IRP model analysis	2022 AS RFP	04/05/2022	Tuesday
IRP modeling generates ISL	2022 AS RFP	05/06/2022	Friday
IEs' review of ISL completed	2022 AS RFP	05/12/2022	Thursday
PacifiCorp notifies bidders selected to ISL	2022 AS RFP	05/13/2022	Friday
ISL bidders notify Pac Trans to enter cluster study	2022 AS RFP	05/16/2022	Monday
PacifiCorp OATT - Cluster Request Window closes (deadline)	OATT	05/16/2022	Monday
PacifiCorp OATT - Customer Engagement Window closes (deadline)	OATT	06/15/2022	Wednesday
Capacity factor and BESS evaluation on ISL started	2022 AS RFP	06/30/2022	Thursday
OPUC Special Public Meeting on sensitivities	OR Docket	07/14/2022	Thursday
Capacity factor and BESS evaluation on ISL completed	2022 AS RFP	10/18/2022	Tuesday
Cluster study results posted to OASIS / bidders notified by Pac Trans	OATT	11/12/2022	Saturday
Pac Trans meetings with cluster study participants	OATT	11/22/2022	Tuesday
Bidders provide ISL price update including cluster study results	2022 AS RFP	12/02/2022	Friday
Bidders provide resource production update	2022 AS RFP	12/02/2022	Friday
Submit updated bids to IRP modeling	2022 AS RFP	12/09/2022	Friday
IRP modeling generates Final Shortlist (FSL)	2022 AS RFP	01/06/2023	Friday
Final Shortlist (FSL) selected	2022 AS RFP	01/10/2023	Tuesday
IEs' review of FSL Completed	2022 AS RFP	01/17/2023	Tuesday
OR IE files status report on sensitivity analysis	OR Docket	01/19/2023	Thursday
Final Shortlist filed with OR Commission for acknowledgement	OR Docket	01/24/2023	Tuesday
Winning Bids filed with UT Commission	UT Docket	01/24/2023	Tuesday
OR IE Files RFP Closing Report	OR Docket	01/31/2023	Tuesday
OR Party Comments on IE Closing Report	OR Docket	02/20/2023	Monday
OR Commission Public Meeting acknowledging FSL	OR Docket	03/23/2023	Thursday
OR Commission FSL Acknowledgement Order	OR Docket	03/27/2023	Monday

Attachment B

**OREGON COMPETITIVE BIDDING RULES
ORDER 18-324**

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

AR 600

In the Matter of Rulemaking Regarding
Allowances for Diverse Ownership of
Renewable Energy Resources.

ORDER

DISPOSITION: NEW RULES ADOPTED

In this order we adopt competitive bidding rules that allow for diverse ownership of resources, consistent with Section 6 of 2016 Senate Bill 1547.¹ These rules are the culmination of two years of engagement between Staff, stakeholders and this Commission, building on decades of direct experience with competitive bidding guidelines in Oregon.

I. INTRODUCTION

Senate Bill 1547 Section 6 amends ORS 469A.075, requiring that the Commission to adopt rules “[p]roviding for the evaluation of competitive bidding processes that allow for diverse ownership of renewable energy sources that generate qualifying electricity.”² In Order No. 16-188, we opened this permanent rulemaking docket to implement this requirement.

In May 2016, Staff began efforts to work informally with stakeholders to further define the scope and purpose of the rulemaking, and to develop proposed rules. Staff held seven workshops and sponsored several rounds of informal comments. On January 18, 2018, Staff presented its proposed rules at a public meeting, and we adopted the recommendation to proceed to formal rulemaking and to provide policy guidance. We held a workshop on March 6, 2018, to consider policy questions, and on March 19, 2018, we provided guidance in Order No. 18-087.

On April 18, 2018, we filed a Notice of Proposed Rulemaking Hearing and Statement of Need and Fiscal Impact for this rulemaking with the Secretary of State, and we provided

¹ Codified in Oregon Laws 2016, Chapter 28, Section 6.

² Senate Bill 1547 (2016) at Section 6.

notice to all interested persons on the service lists established under OAR 860-001-0030(1)(b) and to legislators specified in ORS 183.335(1)(d). Notice of the rulemaking was published in the May 2018 Oregon Bulletin, setting a hearing date of May 16, 2018.

We held a rulemaking hearing on May 16, 2018. Prior to the hearing, written comments were filed by the Joint Utilities (PacifiCorp, dba Pacific Power; Idaho Power Company; and Portland General Electric Company (PGE)). At the hearing, Staff, PGE, PacifiCorp, the Alliance of Western Energy Consumers (AWEC), the Northwest and Intermountain Power Producers Coalition (NIPPC), and Idaho Power offered comments on the proposed rules. Post-hearing written comments were filed by NIPPC, the Joint Utilities, Staff, AWEC, and Renewable Northwest. We closed the comment period on June 15, 2018.

We discussed the proposed rules at our Regular Public Meeting on August 28, 2018, and adopted the rules attached as Appendix A and made the decisions reflected in this order during that meeting.

II. DISCUSSION

Below, we address significant issues we considered in adopting these rules. In this discussion, we summarize comments from stakeholders and electric companies, as well as Staff. We provide our decision and where appropriate clarify some of the implications of the adopted rules.

A. Applicability of the Rules and Waivers – OAR 860-089-0010

a. *Comments*

The Joint Utilities seek two changes to the proposed rules regarding resources acquired outside the competitive bidding process. First, the proposed rules require an electric company to file a waiver if it intends to acquire a resource outside of the rules. According to the rules, that waiver request is to be made at the time of the resource acquisition, which is defined as:

[A] process for the purpose of acquiring energy, capacity or storage resources that starts with an electric company's:

- (a) Circulation of a final or draft RFP to third parties; or
- (b) Communication of an offer or receipt of an offer in a two-party negotiation.

The Joint Utilities argue that a resource acquisition may be abandoned after studies or negotiations, and so the filing of a waiver could be a waste of resources if a utility is in an exploration phase.

Second, the Joint Utilities also request that the proposed rules be amended to remove language that preclude acknowledgement of a resource if it is acquired before a waiver is filed. Staff opposes this change.

b. Resolution

We modify the resource acquisition definition to apply to the communication of a “final” offer, or receipt of a “final” offer. Although the resource acquisition language proposed in rules does not trigger a waiver in the case of study or negotiation, but rather only upon the circulation of an RFP or the communication of an offer, we acknowledge that general offers may be made very early in the resource acquisition process. Accordingly, we make changes to reflect the reality that offers made early in a negotiation are not analogous to final offers. This language is intended to apply our competitive bidding rules before a utility is contractually bound to a resource, but should also leave utilities with ample flexibility to engage in negotiations without triggering the rules.

We decline to remove rule language that precludes acknowledgement of a resource if it is acquired before a waiver is filed. We believe that an RFP conducted consistent with the rules is more likely to result in a low-cost, low-risk resource acquisition than an RFP conducted outside of the rules. Despite this presumption, these rules preserve the province of utility management to make its own resource decisions, including a decision to secure a resource outside our competitive bidding rules, with or without a waiver. If a utility secures a resource outside the rules, we see little value to an after-the-fact Commission acknowledgment. In this way, our clear preference for an RFP conducted within the confines of the rules is expressed, but utility management judgement is preserved. A utility that fails to act within these rules, or fails to seek or secure an applicable waiver, will need to justify that decision during a subsequent rate proceeding.

B. Express Purpose of Rules – OAR 860-089-0015

a. Comments

The Joint Utilities want to add the minimization of risks to the minimization of energy costs in the purpose statement of the rules. Staff opposes this change.

b. Resolution

We accept the proposal of the Joint Utilities to include risk in the purpose statement in the rules. It is our longstanding policy to analyze resource acquisition in the context of both cost and risk. The inclusion of risk in the purpose statement will align these rules with that policy. For simplicity, we also incorporate the policy statement with the applicability statement for these rules in OAR 860-089-0010.

C. Definition of Emergency – OAR 860-089-0100(3)(a)

a. Comments

The Joint Utilities propose to expand language that defines an “emergency” for purposes of allowing the acquisition outside the competitive bidding process under certain circumstances. Staff opposes this change arguing the Joint Utilities’ definition is too expansive.

b. Resolution

We make no changes to the proposed definition of emergency, which includes the terms “catastrophe” and “unusual and unexpected.” We decline the Joint Utilities’ proposal to modify the definition to expand this exception to situations beyond what we believe to be a common understanding of an “emergency.”

D. Impartiality of the IE - OAR 860-089-0200

a. Comments

The Joint Utilities seek to add language to the definition of an independent evaluator (IE), which would require IE independence from utilities and bidders.

b. Resolution

We adopt the change supported by the Joint Utilities. We expect that the IE will be independent from utilities and bidders, but clarify that “independence” should not be defined so narrowly as to prevent the hiring of an IE that has previously contracted with a potential or anticipated bidder in an unrelated matter.

E. Size and Applicability Threshold – OAR 860-089-0100(1)(a)*a. Comments*

The Joint Utilities oppose the proposal to lower the applicability standard for competitive bidding requirements from the current 100 megawatt (MW) threshold to 50 MW, both for general resources and for storage resources. They oppose the definition for several reasons, including cost and inconsistency with PURPA's 80 MW threshold. The Joint Utilities suggest a retaining the 100 MW threshold, including for storage resources. In the alternative, the Joint Utilities suggest a 60 MW threshold for storage resources.

b. Resolution:

We adopt an applicability threshold of 80 MW, which is higher than Staff's proposed 50 MW threshold but lower than the Joint Utilities threshold proposal of 100 MW. We find that this 80 MW level aligns with the applicability of PURPA requirements for utilities, and provides a natural dividing line between large projects that are the intended focus of these rules, and smaller projects that are implicated by a wide variety of Commission rules and procedures including PURPA enforcement and community solar legislation.

We also note that the adopted rules are applicable to aggregate acquisitions that are equal to or greater than 80 MW, not just single resources of 80 MW or greater. This language is intended to capture acquisitions that have a large system impact, but are accomplished on a smaller individual or distributed scale. As utilities and the Commission move towards more innovative and distributed solutions to system needs, we expect this language to apply competitive bidding requirements to those distributed solutions where they reach an 80 MW aggregate target.

We also eliminate previous references to a separate storage threshold. We find that the main justification for a separate, lower storage applicability threshold is not justified. A separate storage threshold has been supported by the argument that storage may be more costly on a per MW or megawatt-hour (MWh) basis than other resources. This justification has been overtaken by the rapidly falling costs of storage resources. We expect that storage resources will become increasingly competitive in future RFPs.

We recognize, however, that since storage represents an important emerging resource on which we and the state have placed special emphasis, we may wish to require in the future that a smaller storage resource acquisition should be subject to these competitive bidding requirements. Accordingly, we have included language in these rules that allows

the Commission to apply competitive bidding rules at our discretion, regardless of resource acquisition size, on a case-by-case basis.

Finally, to clarify the applicability of these rules, we modify language in proposed OAR 860-089-0100(1) to state that an electric company “must comply with the rules in this division when it seeks to acquire generating or storage resources or to contract for energy or capacity” if any of the identified criteria apply.

F. Applicability to Undefined Resource Acquisitions – OAR 860-089-0100(1)(b)

a. Comments

The Joint Utilities are concerned that the requirement that an all-source, undefined capacity RFP will limit some of the activities that utilities may engage in, including requests for interest (RFIs) and preliminary explorations of options. They propose language that would allow all such activity up until the time that it becomes “reasonably likely that a transaction” will emerge.

b. Resolution

We make no changes to this part of the rule. We find that the changes we have made to the resource acquisition definition, which include references to final offers, adequately addresses the concerns expressed by the Joint Utilities.

G. Applicability to Transmission Acquisitions – OAR 860-089-0100(3)(d)

a. Comments

The proposed rules clarify that transmission assets are not subject to the rules. The Joint Utilities want to ensure that they also do not apply to transmission rights.

b. Resolution

We revise the rules to clarify that the competitive bidding requirements do not generally apply where a utility is seeking to exclusively acquire transmission assets or rights.

**H. IE Requirement in the Case of No Possibility of Utility Ownership –
OAR 860-089-0200**

a. Comments

One of the central points of disagreement in Staff's proposed rules is the language in the applicability section allowing the Commission to drop the IE requirement if utility ownership of resources is not contemplated in the RFP. Joint Utilities propose to eliminate this language, and instead allow a case-by-case exemption. NIPPC and Staff argue in favor of the rule. NIPPC argues that the provision should be more explicitly tied to the ownership structure proposed.

b. Resolution

The adopted rules eliminate any separate treatment between RFPs that contemplate utility ownership of resources and those that do not. While we recognize the position of Staff and some stakeholders arguing that competitive bidding rules largely serve to protect against the well-recognized utility bias in favor of ownership of resources, we find that the application of the rules and the involvement of the IE will have intrinsic value in any RFP circumstance. As we have previously held:

We conclude that an IE should be used for all RFPs. While an IE's role is not as involved for an RFP without ownership options of Affiliate Bidding, we find that using an IE has value.³

Our decision is bolstered by the IE cost data provided by Staff in this proceeding. In the context of a large resource investment of 80 MW or more, an average cost of \$254,000-\$329,000 is a meaningful amount, but justified by the fact the IE involvement is likely to lead to more competitive RFPs, and lower-cost, lower-risk resource decisions.⁴ While impossible to quantify, we anticipate that the costs of the IE over the long term will more than be outweighed by the savings to ratepayers that are likely to result from higher-quality, more competitive RFP processes. Should IE costs increase, or should resource costs or our rule applicability threshold change to such a degree that IE costs become a more significant cost as compared to anticipated resource costs, we will re-evaluate this decision.

³ See Docket UM 1182, *In the Matter of PUBLIC UTILITY COMMISSION OF OREGON Investigation Regarding Competitive Bidding*, Order No. 06-446 at 6.

⁴ Staff's Initial Comments at 2, June 11 2018.

Finally, we note that the value in a proceeding created by IE is dependent on the level of engagement that the Commission and Commission Staff provide to the IE. Staff brings a detailed and extensive understanding of RFP and resource selection standards to the process, while the IE brings detailed technical, financial, and transactional knowledge and experience. In working together, we are confident that the engagement of an IE with active management from Staff will help lead to better procurements in partnership with utilities.

I. Design of Requests for Proposals – OAR 860-089-0250

a. Comments

The proposed rules require that the scoring and methodologies used in the RFP be consistent with those from the IRP. Where they are not, the utility is required to file alternative scoring prior to the filing of the RFP and support the change from the IRP. The Joint Utilities oppose a separate filing, and suggest that if a utility chooses to change its scoring, the Commission may impose a longer review time frame.

b. Resolution

We retain the requirement for a separate filing when a utility chooses to deviate from the scoring methodology identified in the acknowledged IRP. Clearly expressing the system needs associated with a resource acquisition is an important objective reflected in these rules. Presenting those needs in detail and the scoring associated with an acquisition in the IRP will allow notice to prospective bidders and the opportunity for stakeholders to understand and, where necessary, for utilities and the Commission to improve the acquisition process. If a utility chooses to deviate from the scoring proposed in the RFP, the same sort of notice and review should be available to all stakeholders.

Additionally, we add language that clarifies how the RFP should be aligned with the IRP. Specifically, the RFP should be aligned with the need identified in the IRP to be addressed by the resource, rather than the specific resource alone.

J. QF Limitations - OAR 860-089-0250

a. Comments

The Joint Utilities seek new language in the rules that would act to limit qualifying facility (QF) participation in RFPs to those that have not yet executed a power purchase agreement, arguing that allowing this would upset resource planning assumptions.

b. Resolution

We decline to adopt the Joint Utilities' proposal. Where final offers from active or potential QFs are lower than avoided cost prices, the utility consumer will experience a net savings associated with the selection of a QF resource that has been bid into an RFP at a lower cost than currently or previously available or contracted avoided cost prices. If QF resources acquired in this way result in planning challenges and the need for additional resources, the utility would be justified in expanding the RFP to include those needed resources.

K. Review Period – OAR 860-089-0250(6)

a. Comments

The proposed rules allow for a possible 100-day RFP review period, but note that we may set a shorter period where appropriate. Joint Utilities propose to set the review at 60 days, reverting to current guidelines.

b. Resolution

We adopt an 80-day review period. The rules provide for a possible, but not required 100-day review period, and clearly contemplate that a utility may seek a shorter review period for good cause shown. A central objective of these rules is clarity, transparency, and notice for stakeholders in expression by the utility of system needs in an RFP. If a utility has clearly identified system needs, described scoring, methodologies, and other relevant details in advance of the RFP proceeding through the IRP process, as these rules encourage and contemplate, then good cause for a shorter review period could be justified upon request. However, we find that an 80-day review period is an appropriate starting point, and that 100 days will likely be excessive in most cases.

L. Resource Ownership – OAR 860-089-0300

a. Comments

The proposed rules wall off utility personnel who work to develop the RFP from those who work to develop the response to the RFP. Initially, the Joint Utilities sought to loosen this restriction, and only wall off personnel who *significantly* participate in the development of the RFP. Subsequently, the Joint Utilities proposed a wholesale revision to the rule that would require utilities to create a benchmark or affiliate team. The Joint

Utilities' proposal would prevent members of this team from participating in scoring of bids. The Joint Utilities' proposal would also allow any supporter of a team to provide support to any other team.

b. Resolution

We find that the Joint Utilities' proposal is overly complicated and would prove difficult to effectively enforce. In a competitive solicitation, it is not appropriate for those with internal perspective in the development of an RFP to participate in the development of a response to that RFP. However, we understand the Joint Utilities' concern that limited shared resources may necessitate some limited cross-over of roles. Accordingly, we note here that a utility may demonstrate that this provision should be waived for good cause shown.

M. Third Party Access to Benchmark Bid Resources – OAR 860-089-0300

a. Comments

The proposed rules encourage the opening of utility owned assets to third parties. The Joint Utilities seek to restrict this language to ensure that all utility assets that may be utilized by third parties are fully compensated by the third parties. The Joint Utilities also seek to limit the encouragement to only those assets that are already included in customer rates, which effectively exempts all utility assets that the utility intends to include in rates, but has not yet done so.

NIPPC argues for expansion of Staff's proposal and to make any utility decision not to offer important benchmark resources de-facto imprudent. NIPPC references recent RFPs in which transmission capacity constraints have effectively prevented or limited bidders and the number of viable bids as evidence of the need for this provision.

b. Resolution

We eliminate Staff's encouragement requirement in rule and instead require utilities to provide us with information that may be utilized in a subsequent prudence determination. The ultimate goal of a competitive bidding process is the identification of the lowest cost, lowest risk resource. More bids and more ownership options provide the opportunity to identify the lowest cost, lowest risk resource. We believe that the use of utility owned resources by third parties to develop additional or better, more efficient bids will help facilitate the objective of more and better proposal options. Though we eliminate the

encouragement provision in rule, we re-emphasize here that utilities are encouraged to offer elements of benchmark bids to third-party bidders.

The adopted rules do not require that a utility offer benchmark or utility owned resources to third-party bidders as part of the RFP. The decision whether or not to offer elements of a benchmark or utility owned resource to other parties in an RFP remains with utility management. The adopted rule requires that a filed analysis of the decision be provided to the Commission at the time of RFP development, as well in a subsequent prudence determination. We understand that there may be practical impediments to offering elements in certain circumstances. The required explanation will provide an early opportunity for the utility to begin to demonstrate that its decision not to offer elements is reasonable and prudent.

We add clarification in the rules to ensure that adequate protection is given to utilities offering resource elements. Full compensation will be provided for any utility resource element used by a third party bidder. This portion of the rule will ensure that the utility and its shareholders are not economically disadvantaged in any way when resource elements are offered to third parties.

Finally, we clarify that separate utility affiliates need not offer any resource elements to their other bidders nor explain their decision not to offer such elements. A separate affiliate, like a private third party bidding on an RFP, operates in a higher-risk highly competitive environment and it should not be obligated to provide access to its proprietary assets to other competitive entities.

N. Benchmark Resource Score – OAR 860-089-0350

a. Comments

This section in the proposed rules contains numerous references to the submission of benchmark score information to the IE and “Commission Staff.” The Joint Utilities recommend eliminating references to Commission Staff to reflect current practice.

b. Resolution

We eliminate references to Commission Staff, and replace them with the Commission, which is inclusive of Commission Staff. This change does not limit Staff’s access to information in any way. Where access to information is referenced, we make clear in this order that the term “Commission” includes its Staff.

O. Bid Scoring – OAR 860-089-0400*a. Comments*

The Joint Utilities raise four points with regard to rules governing bid scoring. First, the Joint Utilities argue that the requirement that bids be subject to self-scoring may not be practical in some circumstances and recommend language to provide for more utility deviation from this standard. Second, the Joint Utilities object to the requirement that non-price scoring factors that are effectively minimum thresholds or standards be converted into such. Third, the Joint Utilities recommend we eliminate references to “generic fill” in the rules. Finally, the Joint Utilities do not want production cost and risk models made available to Commission Staff or any parties.

b. Resolution

We make only one substantive change to the proposed rules and remove the language referencing generic fill because it is an illustrative example. We clarify, however, that the provisions of OAR 860-089-0400(5) are specifically designed to address such issues as the use of generic fill.

In the context of an RFP, it is important to understand when utility assumptions embedded in generic fill, or other IRP values, become the determinative or dominant factor in a resource decision. For example, when a resource is lowest cost and lowest risk in the near term, but because of a short term length it is not selected due to the assumptions associated with “generic fill,” that decision should be subject to greater scrutiny. Importantly, the rule does not eliminate the possibility of a resource decision heavily influenced by generic fill, but it does provide for a sensitivity analysis necessary to effectively examine such a decision. In this way, utility management discretion to rely on generic fill as an important factor in bid scoring is retained.

We make no other significant changes to Staff’s bid scoring proposal. Effectively, Staff’s language allows utilities two options when reviewing non-price attributes: convert the attribute into a characteristic that can be objectively scored, or make the attribute a minimum threshold.

In the interests of clarity to bidders and the Commission, if the utility has identified a minimum standard, the RFP should clearly designate that standard. The rules require that minimum standards are not to be buried in complicated scoring criteria, but are spelled out clearly in the RFP. Thus, bidders who cannot meet the standard do not waste time and resources attempting to respond, and utilities and the IE are not forced to assess

proposals with no chance of selection due to the failure to achieve a minimum standard that was not clearly identified in the RFP.

P. Independent Evaluator Duties – OAR 860-089-0450

a. Comments

The Joint Utilities raise three issues with proposed language governing an IE's duties. First, they argue that the proposed rules lack symmetry in the evaluation of utility and non-utility owned resources in that they require IE analysis of certain utility owned issues and factors but leave analysis of the same factors optional for non-utility owned assets. Second, the Joint Utilities object to the proposal to require the IE and the utility to report scores to the Commission Staff before reconciliation, arguing it is inconsistent with current practice. Third, the Joint Parties oppose the requirement that the IE, as part of the IE report, provide a review of the process and finding on whether or not it allowed the "opportunity for diverse ownership." The Joint Utilities object to this provision, arguing that it is too nebulous and should be stricken.

b. Resolution

We adopt the Joint Utilities suggestion to eliminate a reporting requirement on the "opportunity for diverse ownership." Although we agree with Staff that this is an essential question, we leave it to our Staff or ourselves, on a case-by-case basis, to ask this question of the IE as part of the reporting process.

We decline to adopt the Joint Utilities suggestion to change the IE review of issues related to ownership. "May" in this part of the rule refers to the fact that many of the attributes to be examined are not applicable to common third-party owned contract structures, such as PPAs. For example, construction cost overruns are not significant issues in the context of a PPA. In a PPA, an owner agrees to deliver energy or capacity at a specific quantity, time, and price. Whether or not the project is completed on budget is not a risk borne by the ratepayer under such a contract. If on the other hand, the PPA agreement contained provisions that added some risk to ratepayers for construction cost overruns, then it would be appropriate for the IE to evaluate that aspect of the proposal. Accordingly, the "may" language in the rule is appropriately flexible.

Finally, we add language to the rule consistent with our revision to OAR 860-089-0300 on resource ownership, which will help us build a record for prudence review. This language requires the IE to review the utility rationale for offering or declining to offer benchmark elements to third parties as part of the reporting requirement.

Q. Final Shortlist Acknowledgement – OAR 860-089-0500*a. Comments*

The Joint Utilities seek two changes to rules governing the Commission’s review of the final short-list. First, they proposed language to require a Commission decision within 60 days, rather than the proposed “generally” within 60 days. Second, they oppose the requirement that a utility file a non-confidential filing of average bid score and average price of a resource on the final shortlist. The Joint Utilities contend this requirement would “chill bidder participation and reduce competition.”

b. Resolution

We decline to remove the word “generally” from the final shortlist acknowledgement rule. We find that in unusual circumstances where a shortlist needs special examination due to complicated issues, we may need more than 60 days to rule on acknowledgement. Additionally, we find that the publication of average bid score information and pricing will not chill participation. The entities representing bidders have not objected to this provision, and it eliminates reference to a particular score by utilizing an average. However, we recognize that there may be circumstances where it is appropriate to waive this requirement; such as where a shortlist is unusually limited.

R. Protected Information – OAR 860-089-0550*a. Comments*

The Joint Utilities seek to eliminate access to non-bidding parties, even under protective order – because non-bidding parties may disclose information that would distort markets and damage competition.

b. Resolution

At this time, absent any specific demonstration of examples of protected information disclosure, we will not automatically eliminate access to protected information to a class of parties. We trust in the professional standards of the energy bar in Oregon, and expect all parties, individuals, and organizations trusted with protected information to strictly adhere to the letter and spirit of our protective orders. It is our conclusion that in practice, this has occurred and will continue to occur. However, this trust can and will be revoked if professional standards break down and information is disclosed improperly.

S. Applicability of Rules*a. Comments*

The Joint Utilities request that any adopted rules are applied prospectively, and not to procurements currently underway.

b. Resolution

We agree with the Joint Utilities. The adopted rules will apply only to RFPs filed after the rules become effective when filed with the Secretary of State.

T. NIPPC due diligence language*a. Comments*

Throughout this rulemaking, NIPPC has argued for the inclusion of language in this rule that would require a separate examination of the prospective of a benchmark or utility owned bid to acquire private financing. NIPPC contends that private financing entities impose higher standards and test project assumptions with more rigor than is imposed by the utility on its own bids. According to NIPPC this type of review, conducted by an independent financial analysis firm, would yield important information as part of shortlist review.

The Joint Utilities oppose inclusion of this language. First, they argue that the language developed by NIPPC is complicated, and that it is not clear that the analysis would yield any useful information. Second, they contend that the language introduces bias against utility owned resource into the rules, in that it does not require analysis for non-benchmark proposals.

Staff found enough potential value from the language to make it part of initial draft rules submitted to us. We ordered Staff to remove it, because we decided that the language lacked clarity, and we invited proponents to make the case for the language and propose improvements.

b. Resolution

We decline to adopt NIPPC's revised due diligence proposal. We appreciate the way NIPPC has responded to our request, working to improve their proposal. NIPPC's

revised language submitted in comments presents a much clearer provision. Ultimately, however, we are not persuaded that the value of this exercise will justify its cost.


We determine that the adopted rule, which in many ways adds transparency and clarity to the process, will provide a more level playing field to third-party bidders, and that the additional language proposed by NIPPC may be obviated by the many provisions in adopted rules that strengthen the fairness of treatment between third-party owned proposals and utility owned proposals.

ORDER


IT IS ORDERED that:

1. OAR 860-089-0010 through 860-089-0550 are adopted as set forth in Appendix A to this order.
2. The new rules will be effective upon filing with the Secretary of State.

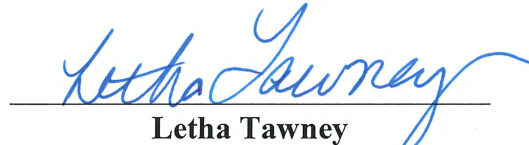
Made, entered, and effective AUG 30 2018 .



Megan W. Decker
 Chair



Stephen M. Bloom
 Commissioner



Letha Tawney
 Commissioner



A person may petition the Commission for the amendment or repeal of a rule under ORS 184.390. A person may petition the Court of Appeals to determine the validity of a rule under ORS 183.400.

DIVISION 089
Resource Procurement for Electric Companies

860-089-0010**Applicability and Purpose of Division 089**

(1) The rules contained in this Division apply to electric companies, and are intended to provide an opportunity to minimize long-term energy costs and risks, complement the integrated resource planning (IRP) process, and establish a fair, objective, and transparent competitive bidding process, without unduly restricting electric companies from acquiring new resources and negotiating mutually beneficial terms.

(2) Upon request or its own motion, the Commission may waive any of the Division 089 rules for good cause shown. A request for waiver must be made in writing to the Commission prior to or concurrent with the initiation of a resource acquisition.

(a) In addition to the filing requirements in OAR Chapter 860, Division 001, an electric company filing a request for waiver under this section must serve the request on all parties to the electric company's most recent general rate case, request for proposal (RPF) filing, and IRP docket.

(b) If a request for waiver is filed by an electric company after it acquires a resource, granting, if any, of the waiver request does not result in or equate to the Commission's acknowledgment of the resource acquisition.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28

Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28. Sect. 6

Hist.: NEW

860-089-0020**Definitions**

For purposes of this Division, unless the context requires otherwise:

(1) "Benchmark resource" is a resource identified in an electric company's response to its own request for proposals.

(2) "Commission-acknowledged IRP" means an IRP for which the Commission has acknowledged the electric company's action item to procure the resource subject to the rules in this division.

(3) "Electric company" has the meaning given that term in ORS 757.600.

(4) "Independent evaluator" or "IE" refers to a person engaged by an electric company to oversee an RFP process under the rules in this division, and who also reports directly to the Commission during that process. The IE must be independent of the utility and bidders, and also be experienced and competent to perform all IE functions identified in these Division 089 rules.

(5) "Integrated resource plan" or "IRP" has the meaning given that term in OAR 860-027-0400.

(6) "IRP Update" means an update to an acknowledged IRP that is filed in accordance with OAR 860-027-0400(9).

(7) "Qualifying facility" refers to qualifying facilities under 16 USC § 796(17) and (18) (2012) and ORS 758.505(8).

(8) "Request for proposals" or "RFP" means all documents, whether attached or incorporated by reference, used for soliciting proposals from prospective bidders.

(9) “Resource acquisition” refers to a process for the purpose of acquiring energy, capacity, or storage resources that starts with an electric company’s:

- (a) Circulation of a final or draft RFP to third parties; or
- (b) Communication of a final offer or receipt of a final offer in a two-party negotiation.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28

Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect. 6

Hist.: NEW

860-089-0100

Applicability of Competitive Bidding Requirements

(1) An electric company must comply with the rules in this division when it seeks to acquire generating or storage resources or to contract for energy or capacity if any of the following apply:

(a) The acquisition is of a resource or a contract for more than an aggregate of 80 megawatts and five years in length;

(b) The acquisition is of a resource or contract in which the electric company does not specify the size or duration of the resource or contract sought but may result in an acquisition described in subsection (1)(a) or (1)(c) of this rule;

(c) The acquisition is of multiple resources more than five years in length that in aggregate provide the electric company with more than an aggregate of 80 megawatts, and these resources:

(A) Are located on the same parcel of land, even if such parcel contains intervening railroad or public rights of way, or on two or more such parcels of land that are adjacent; and

(B) The generation equipment of any one of these resources is within five miles of the generation equipment of any other of these resources and construction of these resources is performed under the same contract or within two years of each other; or

(d) As directed by the Commission.

(2) An electric company may request that the Commission find that resources presumed to be subject to subsection (1)(c) of this rule should not be considered in the aggregate. The electric company may make this request before acquiring the resources. The electric company bears the burden of rebutting the presumption that the acquisition is subject to these rules by showing each resource is separate and distinct.

(3) An electric company is not required to comply with the competitive bidding requirements to acquire a resource otherwise subject to section (1) of this rule when:

(a) There is an emergency; meaning a human-caused or natural catastrophe resulting from an unusual and unexpected event, including but not limited to earthquake, flood, war, or a catastrophic energy plant failure, that requires an electric company to take immediate action;

(b) There is a time-limited opportunity to acquire a resource of unique value to the electric company’s customers;

(c) An alternative acquisition method was proposed by the electric company in the IRP and explicitly acknowledged by the Commission; or

(d) Seeking to exclusively acquire transmission assets or rights.

(4) Within 30 days of seeking to acquire a resource under section (3) of this rule, the electric company must file a report with the Commission explaining the relevant circumstances. The report must be served on all the parties to the electric company's most recent rate case, RFP, and IRP dockets.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28
 Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect. 6
 Hist.: NEW

860-089-0200

Engaging an Independent Evaluator

(1) Prior to issuing an RFP, an electric company must engage the services of an IE to oversee the competitive bidding process. The electric company must notify all parties to the electric company's most recent general rate case, RFP, and IRP dockets of its need for an IE, and solicit input from these parties and interested persons regarding potential IE candidates.

(2) The electric company must file a request for Commission approval to engage an IE. The Commission Staff will review the request and recommend an IE to the Commission based in part on the consideration of:

- (a) Input received from the electric company and interested, non-bidding parties;
- (b) Review of the degree to which the IE is independent of the electric company and potential bidders;
- (c) The degree to which the cost of the services to be provided is reasonable;
- (d) The experience and competence of the IE; and
- (e) The public interest.

(3) The electric company is responsible for engaging the services of the IE and is responsible for all fees and expenses associated with engaging the IE's services. The electric company may request recovery of fees and expenses associated with engaging an IE in customer rates.

(4) The electric company's contract with the IE must require that the IE fulfills its duties under these rules and that the IE confers as necessary with the Commission and Commission Staff on the IE's duties.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28
 Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect. 6
 Hist.: NEW

860-089-0250

Design of Requests for Proposals

(1) For each resource acquisition, the electric company must prepare a draft request for proposals for review and approval with the Commission, and provide copies of the draft to all parties to the IE selection docket. Prior to filing the draft RFP with the Commission, the electric company must consult with the IE in preparing the RFP and must conduct bidder and stakeholder workshops.

(2) The draft RFP must reflect any RFP elements, scoring methodology, and associated modeling described in the Commission-acknowledged IRP. The electric company's draft RFP must reference and adhere to the specific section of the IRP in which RFP design and scoring is described.

(a) Unless the electric company intends to use an RFP whose design, scoring methodology, and associated modeling process were included as part of the Commission-acknowledged IRP, the electric company must, prior to preparing a draft RFP, develop and file for approval in the electric company's IE selection docket, a proposal for scoring and any associated modeling.

(b) In preparing its proposal, the electric company must consider resource diversity (*e.g.* with respect to technology, fuel type, resource size, and resource duration).

(3) At a minimum, the draft RFP must include:

(a) Any minimum bidder requirements for credit and capability;

(b) Standard form contracts to be used in acquisition of resources;

(c) Bid evaluation and scoring criteria that are consistent with section (2) of this rule and with OAR 860-089-0400;

(d) Language to allow bidders to negotiate mutually agreeable final contract terms that are different from the standard form contracts;

(e) Description of how the electric company will share information about bid scores, including what information about the bid scores and bid ranking may be provided to bidders and when and how it will be provided;

(f) Bid evaluation and scoring criteria for selection of the initial shortlist of bidders and for selection of the final shortlist of bidders consistent with the requirements of OAR 860-089-0400.

(g) The alignment of the electric company's resource need addressed by the RFP with an identified need in an acknowledged IRP or subsequently identified need or change in circumstances with good cause shown; and

(h) The impact of any applicable multi-state regulation on RFP development, including the requirements imposed by other states for the RFP process; and

(4) An electric company may set a minimum resource size in the draft RFP, but it must allow qualifying facilities that exceed the eligibility cap for standard avoided cost pricing to participate as bidders.

(5) The Commission may approve the RFP with any conditions it deems necessary, upon a finding that the electric company has complied with the provisions of these rules and that the draft RFP will result in a fair and competitive bidding process.

(6) The Commission will generally issue a decision approving or disapproving the draft RFP within 80 days after the draft RFP is filed. An electric company may request an alternative review period when it files the draft RFP for approval including a request for expedited review upon a showing of good cause. Any person may request an extension of the review period of up to 30 days upon a showing of good cause.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28

Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect. 6

Hist.: NEW

860-089-0300

Resource Ownership

(1) An electric company may submit or allow its affiliates to submit bids in response to the electric company's request for proposals.

(a) Electric company and affiliate bids must be treated in the same manner as other bids.

(b) Any individual who participates in the development of the RFP or the evaluation or scoring of bids on behalf of the electric company may not participate in the preparation of an electric company or affiliate bid and must be screened from that process.

(2) An electric company may propose a benchmark bid in response to its RFP to provide a potential cost-based alternative for customers. The electric company may make elements of the

benchmark resource owned or secured by the electric company (*e.g.*, site, transmission rights, or fuel arrangements) available for use in third-party bids.

(3) If benchmark bid elements secured by the electric company are not made available to all bidders, it must provide analysis explaining that decision when seeking RFP acknowledgement and recovery of the costs of the resource in rates.

(a) If electric company resources are offered and made available for use in third-party bids, then the RFP may provide for appropriate compensation of electric company resources by third-party bidders.

(b) Separate electric company affiliate bids are not subject to this section of this rule, and no information on any decision to offer the use of separate electric company affiliate-owned elements to third-parties is required to be supplied to the Commission.

(4) An electric company may consider ownership transfers within an RFP solicitation.

(5) The electric company issuing the RFP must allow independent power producers to submit bids with and without an option to renew, and may not require that bids include an option for transferring ownership of the resource.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28

Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect. 6

Hist.: NEW

860-089-0350

Benchmark Resource Score

(1) Prior to the opening of bidding on an approved RFP, the electric company must file with the Commission and submit to the IE, for review and comment, a detailed score for any benchmark resource with supporting cost information, any transmission arrangements, and all other information necessary to score the benchmark resource. The electric company must apply the same assumptions and bid scoring and evaluation criteria to the benchmark bid that are used to score other bids.

(2) If, during the course of the RFP process, the Commission or the IE determines that it is appropriate to update any bids, the electric company must also make the equivalent update to the score of the benchmark resource.

(3) Before the IE provides the electric company an opportunity to score other bids, the electric company must file with the Commission and submit via a method that protects confidentiality the following information:

(a) The final benchmark resource score developed in consultation with the IE, and

(b) Cost information and other related information shared under this rule.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28

Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect. 6

Hist.: NEW

860-089-0400

Bid Scoring and Evaluation by Electric Company

(1) To help ensure that the electric company engages in a transparent bid-scoring process using objective scoring criteria and metrics, the electric company must provide all proposed and final scoring criteria and metrics in the draft and final RFPs filed with the Commission.

(2) The electric company must base the scoring of bids and selection of an initial shortlist on price and, as appropriate, non-price factors. Non-price factors must be converted to price factors where practicable. Unless otherwise directed by the Commission, the electric company must use the following approach to develop price and non-price scores:

(a) Price scores must be based on the prices submitted by bidders and calculated using units that are appropriate for the product sought and technologies anticipated to be employed in responsive bids using real-levelized or annuity methods. The IE may authorize adjustments to price scores on review of information submitted by bidders.

(b) Non-price scores must, when practicable, primarily relate to resource characteristics identified in the electric company's most recent acknowledged IRP Action Plan or IRP Update and may be based on conformance to standard form contracts. Non-price scoring criteria must be objective and reasonably subject to self-scoring analysis by bidders.

(c) Non-price score criteria that seek to identify minimum thresholds for a successful bid and that may readily be converted into minimum bidder requirements must be converted into minimum bidder requirements.

(d) Scoring criteria may not be based on renewal or ownership options, except insofar as these options affect costs, revenues, benefits or prices. Any criteria based on renewal or ownership options must be explained in sufficient detail in the draft RFP to allow for public comment and Commission review of the justification for the proposed criteria.

(4) The electric company may select an initial shortlist of bids after it has scored the bids and identified the bids with top scores. Following selection of an initial shortlist of bids, the electric company may select a final shortlist of bids.

(5) Unless an alternative method is approved by the Commission under OAR 860-089-0250(2)(a), selection of the final shortlist of bids must be based on bid scores and the results of modeling the effect of candidate resources on overall system costs and risks using modeling methods that are consistent with those used in the Commission-acknowledged IRP.

(a) The electric company must use a qualified and independent third-party expert to review site-specific critical performance factors for wind and solar resources on the initial shortlist before modeling the effects of such resources.

(b) In addition, the electric company must conduct, and consider the results in selecting a final short list, a sensitivity analysis of its bid rankings that demonstrates the degree to which the rankings are sensitive to:

(A) Changes in non-price scores; and

(B) Changes in assumptions used to compare bids or portfolios of bids, such as assumptions used to extend shorter bids for comparison with longer bids, or assumptions used to compare smaller bids or portfolios with larger ones.

(6) The electric company must provide the IE and Commission with full access to its production cost and risk models and sensitivity analyses. When the IE and Commission concur that appropriate protections for protected information are in place, the electric company must provide access to such information to non-bidding interested parties that request the information in the final short list acknowledgment proceeding.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28

Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect 6

Hist.: NEW

860-089-0450**Independent Evaluator Duties**

(1) The IE will oversee the competitive bidding process to ensure that it is conducted fairly, transparently, and properly.

(2) The IE must be available and responsive to the Commission throughout the process, and must provide the Commission with the IE's notes of all conversations and the full text of written communications between the IE and the electric company and any third-party that are related to the IE's execution of its duties.

(3) The IE must consult with the electric company on preparation of the draft RFP and submit its assessment of the final draft RFP to the Commission when the company files the final draft for approval.

(4) The IE must check whether the electric company's scoring of the bids and selection of the initial and final shortlists are reasonable.

(5) To determine if the electric company's selections for the initial and final shortlists are reasonable, when the RFP allows bidding by the issuing electric company or an affiliate of the company, or includes resource ownership options for the electric company, the IE must independently score the affiliate bids and bids with ownership characteristics or options, if any, and all or a sample of the remaining bids. When the IE does not score all bids, and a request for acknowledgment of a final shortlist is pending before the Commission, as provided in OAR 860-089-0500; a participant in the acknowledgment proceeding may request that the Commission direct the IE to score all remaining bids or a broader sample.

(6) The IE must also evaluate the unique risks and advantages associated with any company-owned resources (including but not limited to the electric company's benchmark), and may apply the same evaluation to third-party bids, including an evaluation of the following issues:

(a) Construction cost over-runs (considering contractual guarantees, cost and prudence of guarantees, remaining exposure to ratepayers for cost over-runs, and potential benefits of cost under-runs);

(b) Reasonableness of forced outage rates;

(c) Reasonableness of any proposal or absence of a proposal to offer electric company owned or benchmark resource elements (e.g., site, transmission rights or fuel arrangements) to third-party bidders as part of the draft and final RFP;

(d) End effect values;

(e) Environmental emissions costs;

(f) Reasonableness of operation and maintenance costs;

(g) Adequacy of capital additions costs;

(h) Reasonableness of performance assumptions for output, heat rate, and power curve; and

(i) Specificity of construction schedules or risk of construction delays.

(7) The IE must review the reasonableness of any score submitted by the electric company for a benchmark resource. Once the electric company and the IE have both scored and evaluated the competing bids and any benchmark resource, the IE and the electric company must file their scores with the Commission. The IE and electric company must compare results and attempt to reconcile and resolve any scoring differences. If the electric company and IE are unable to resolve scoring differences, the IE must explain the differences in its closing report to the Commission.

(8) The IE must review the electric company's sensitivity analysis of the bid rankings required under OAR 860-089-0400 and file a written assessment with the Commission prior to the electric company requesting acknowledgment of the final short list.

(9) The IE must file a closing report with the Commission after the electric company has selected its final shortlist. The IE's closing report must include an evaluation of the applicable competitive bidding processes in selecting the least-cost, least-risk acquisition of resources. The Commission may request that the IE include additional analysis in its closing report.

(10) Unless the Commission directs otherwise, the IE must participate in the final short list acknowledgment proceeding initiated by the electric company, and must continue to participate if, at the time of acknowledgment of the electric company's final shortlist, the Commission chooses to require IE involvement through final resource selection. In addition to making a decision on acknowledgment, the Commission, on its own motion or at the request of other parties, including bidders, may require expanded IE involvement. Upon such a request or its own motion, the Commission may require an IE to be involved in the competitive bidding process through final resource selection.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28

Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect. 6

Hist.: NEW

860-089-0500

Final Short List Acknowledgement and Result Publication

(1) For the purposes of this section, "acknowledgment" is a finding by the Commission that an electric company's final shortlist of bid responses appears reasonable at the time of acknowledgment and was determined in a manner consistent with the rules in this division.

(2) An electric company must request that the Commission acknowledge the electric company's final shortlist of bids before it may begin negotiations. Acknowledgment of a shortlist has the same legal force and effect as a Commission-acknowledged IRP in any future cost recovery proceeding.

(3) A request for acknowledgement must include, at a minimum, the IE's closing report, the electric company's final shortlist of responsive bids, all sensitivity analyses performed, and a discussion of the consistency between the final shortlist and the electric company's last-acknowledged IRP Action Plan or acknowledged IRP Update.

(4) The Commission will generally issue a decision on the request for acknowledgment within 60 days of receipt of the electric company's filing.

(5) The electric company must make a publicly available filing in the RFP docket providing the average bid score and the average price of a resource on its final shortlist.

(6) Following execution of all contracts resulting from an RFP or cancellation of the RFP, the electric company must provide information, on request, to a bidder about the bidder's bid score.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28

Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect. 6

Hist.: NEW

860-089-0550**Protected Information**

The electric company may request a protective order be issued prior to making available protected information required to be shared under the rules in this Division. Protected information may include, but is not limited to, RFP-related and bidding information, such as a company's modeling, cost support for any benchmark resource and detailed bid scoring and evaluation results. Protected information may then be provided to the Commission, the IE, and non-bidding parties, as appropriate under the terms of the protective order. Information shared under the terms of a protective order issued under this rule may be used in RFP review and approval, final shortlist acknowledgement, and cost-recovery proceedings.

Stat. Auth.: ORS Ch. 183, 756, 758, 2016 OL Ch. 28

Stats. Implemented: ORS 756.040, 758.060, 2016 OL Ch. 28, Sect. 6

Hist.: NEW

Attachment C

**PACIFICORP'S PROPOSED 2022AS RFP BID EVALUATION AND SELECTION
PROCESS**

Attachment C
 INDEPENDENT EVALUATOR (IE)
 FOR
 PACIFICORP'S
 2022 ALL-SOURCE REQUEST FOR PROPOSALS

BID EVALUATION AND SELECTION PROCESS

OVERVIEW OF THE EVALUATION PROCESS

PacifiCorp's bid evaluation and selection process is designed to identify the combination and amount of new resources that will maximize customer benefits through the selection of bids that will satisfy projected capacity and energy needs while maintaining reliability. The same method will be used to evaluate benchmark resources and market bids. Based on proxy resource cost assumptions used in the 2021 IRP, energy and capacity needs were best satisfied by the resource selections summarized in **Table 3**. The models that PacifiCorp will use to evaluate and select the best combination and amount of bids are similar to models that were used to evaluate proxy resources in PacifiCorp's 2021 IRP. PacifiCorp uses the IRP modeling tools to serve as decision support tools that can be used to guide prudent resource acquisition paths that maintain system reliability at a reasonable cost.

The bid evaluation process incorporates PacifiCorp Transmission's interconnection cluster study process steps. At a high level, the 2022AS RFP evaluation process involves three phases:

1. Initial shortlist
2. Interconnection cluster study, and
3. Final shortlist

The 2022AS RFP evaluation process is shown in Figure 1 and Figure 2.

Figure 1. Bid Evaluation and Selection Process – Generation and Storage Resources

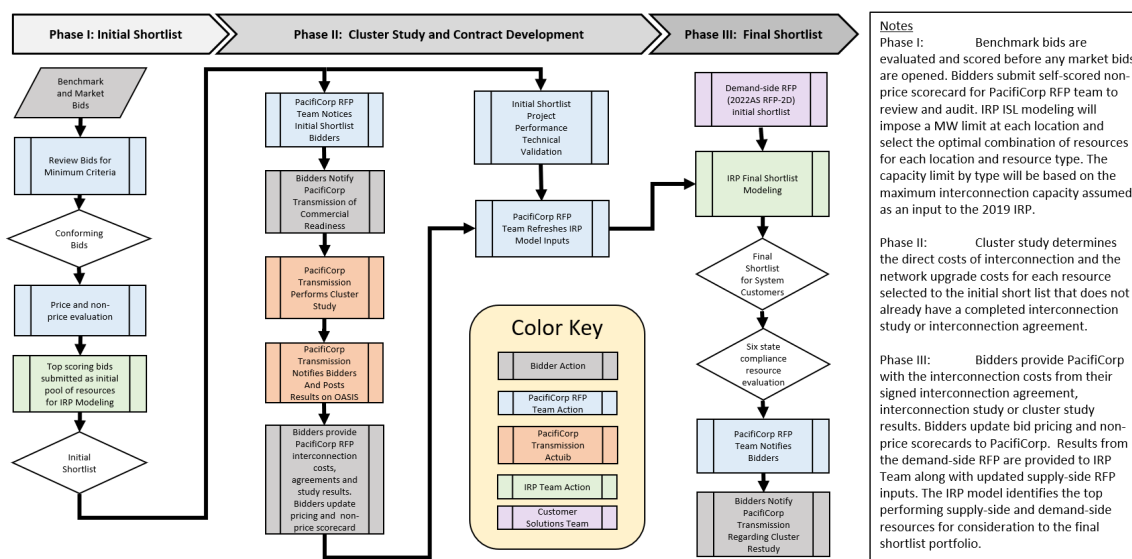
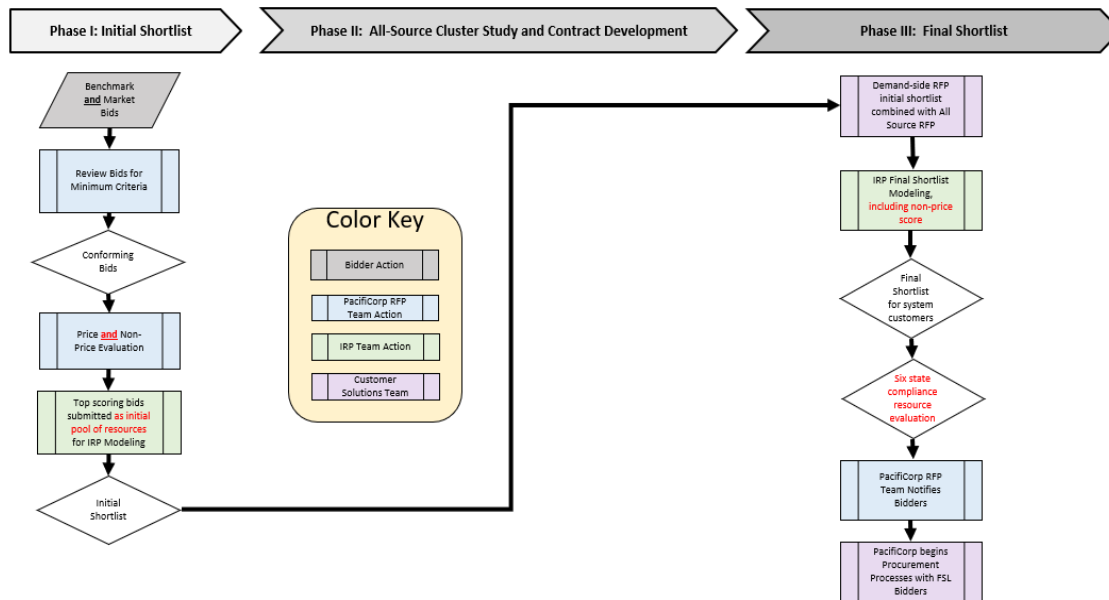


Figure 2. Bid Evaluation and Selection Process – Demand-side Resources



A. PHASE I – INITIAL SHORTLIST

Phase I of the bid evaluation and selection process includes the due diligence, evaluation and ranking steps leading up to selection of the initial shortlist: i) bid eligibility screening to ensure conformance with the minimum requirements (Section 3.1); ii) price and non-price scoring to rank bids for inclusion in IRP portfolio optimization models; and iii) IRP modeling used to select the lowest cost bids for inclusion to the initial shortlist. During this phase of the bid evaluation process, PacifiCorp will not ask for, or accept, updated pricing or updates to any other bid components. PacifiCorp will rely on the pricing and other inputs as submitted into the 2022AS RFP for each benchmark and market resource to evaluate and rank bids. However, PacifiCorp will contact bidders to confirm and clarify information presented in each proposal. The pricing model will be made available to the IE, but not to bidders or stakeholders.

1. Conformance to Minimum Requirements

Benchmark and market bids will initially be screened after receipt against minimum requirements to determine RFP conformance and eligibility. After IE review and consultation, non-conforming bids will be notified to correct their bid within two (2) business days or be removed from the RFP. Consistent with OR 860-089-0400 (2), non-price score criteria that seek to identify minimum thresholds for a successful bid have been converted into minimum bidder requirements.

2. Price and Non-Price Scoring and Ranking

After PacifiCorp has screened for eligibility, conforming bids will be evaluated and given price and non-price scores. Each benchmark resource and market bid will be ranked based on the sum of their price and non-price bid score. A maximum of 75 points are allocated to price scoring and a maximum of 25 points for non-price scoring for a total maximum score of 100 points. Bids are then ranked, and the top performing bids are chosen to be the initial pool of resources to be considered as alternatives by the IRP model in selecting the initial shortlist.

Table 2. Scoring to Determine Initial Pool of Resources for IRP Modeling

	Maximum Score
1. Price	75 points
2. Non-price score	25 points

Price scores are determined using PacifiCorp’s proprietary pricing models. Non-price scores are determined using a non-proprietary tool. Developers will be asked to grade themselves as part of their bid package, which PacifiCorp will audit before determining a final non-price score for each bid. More detail on the price and non-price score methodology is provided below.

The sum of the price and non-price scores will be ranked and compared against bids in similar geographic regions of PacifiCorp’s territory. The 2021 IRP preferred portfolio selected cost-effective resources in three areas of PacifiCorp’s territory where transmission upgrades prior to the 2026 COD deadline enabled additional resources to interconnect to PacifiCorp’s transmission system and be transmitted to load (Table P.2). PacifiCorp may also consider a to-be-determined amount of new generating resources (including battery storage) in other geographic regions not specified in the 2021 IRP action plan but subject to the results of PacifiCorp Transmission’s 2022 cluster study.

Table 3 – PacifiCorp preferred portfolio transmission selections

Year	MW	Type	From	To	Description
2026	615	Wind	Within Willamette Valley OR Transmission Area		Enables 615 MW of interconnection: Albany, OR area reinforcement
2026	130	Wind	Portland North Coast	Willamette Valley	Enables 2080 MW of interconnection with 1950 MW TTC. Portland Coast area reinforcement, Willamette Valley and Southern Oregon
2026	600	Solar plus storage	Borah-Populous	Hemingway	Enables 600 MW interconnection with 600 MW TTC: B2H Boardman-Hemingway

1 - TTC = total transfer capability. The scope and cost of transmission upgrades are planning estimates. Actual scope and costs will vary depending upon the interconnection queue, the transmission service queue, the specific location of any given generating resource and the type of equipment proposed for any given generating resource.

For the purposes of selecting a pool of resources to be considered by the IRP model for the initial shortlist, PacifiCorp will rank the sum of price and non-price score for each resource type in each geographic region. For the locations listed in Table P.2, PacifiCorp will choose up to 150% of the MW capacity selected in the preferred portfolio for the IRP model to choose from in the initial shortlist process. For all other regions not represented in the preferred portfolio, PacifiCorp will choose up to a to-be-determined amount of installed MW bids in other geographic areas of PacifiCorp system to be included in the pool of resources from which the IRP model may select the initial shortlist.

If PacifiCorp determines that there is a distinct change in bid scores at a level of capacity that falls short or exceeds this capacity limit, the company will coordinate with the IE to establish a limit by resource type that could either fall below or exceed the capacity for any given location.

- Price Score (up to 75 points). PacifiCorp’s proprietary price scoring model will calculate the delivered revenue requirement cost of each bid, inclusive of any applicable carrying cost and net of tax credit benefits, as applicable. In developing the revenue requirement cost for each bid,

PacifiCorp requires certain cost data as inputs to the price score model. Table 4 contains a summary of the cost / benefit components included in PacifiCorp’s analysis by bid structure.

Table 4. Summary of Cost/Benefit Components by Bid Structure

Component	PPA Option	BTA Option	Toll Option
Initial Capital Revenue Requirements (net of ITC, if solar)	-	(X)	-
Ongoing Capital Revenue Requirements	-	(X)	-
PTC Benefit (if wind)	-	Z	-
Terminal Value	-	Z	-
O&M, Lease/Royalty, Insurance	-	(X)	-
Property Taxes	-	(X)	-
State Generation Tax (if Wyoming or Montana)	-	(X)	-
Network Upgrade Revenue Requirements	(X)	(X)	(X)
Transmission Wheeling and Losses (if off-system)	(X)	(X)	(X)
PPA Price	(X)	-	-
Storage Costs	(X)	(X)	(X)
Energy Arbitrage and Operating Reserve Storage Value ¹	Z	Z	Z
Generation Energy Value (net of balancing area reserve obligation)	Z	Z	-
Integration Cost	(X)	(X)	(X)

Z	Benefit
(X)	Cost

Any internal assumptions for key financial inputs (*i.e.*, inflation, discount rates, marginal tax rates, asset lives, AFUDC rates, *etc.*) and PacifiCorp carrying costs (*i.e.*, integration costs, owner’s costs, *etc.*) will be applied consistently to all bids, as applicable. PacifiCorp anticipates that it will receive some bids which have an executed LGIA and other bids which will not yet have been studied by PacifiCorp Transmission. To ensure there is a fair comparison among bids, bidders shall not include the cost for any direct assigned interconnection costs in their bids, and PacifiCorp will not include the cost of transmission network upgrades associated with the proposed project in the initial shortlist price evaluation. As described in greater detail below, at the conclusion of the cluster study phase, as part of updating bid pricing, bidders will add interconnection costs to their refreshed prices for final shortlist evaluation.²

PacifiCorp’s proprietary price scoring model scores each bid based on its net benefit to the system. The model uses system-value curves, which are developed and locked down with the IE in advance of receiving bids. The system-value curves are developed by the IRP Team using Plexos, which calculates the hourly marginal system energy value of a flat energy profile and the hourly marginal operating reserve value of a flat operating reserve profile, for each location in PacifiCorp’s territory. The proprietary model also incorporates regional reserve values (PACE and PACW) provided by the IRP team.

The proprietary pricing model nets bid costs against the applicable system-value curve. Then, it calculates an inflation-adjusted real-levelized net cost or net benefit expressed in

¹ Energy Arbitrage and Operating Reserve Storage Value are only calculated for PPA and BTA bids include a dispatchable (e.g. battery storage) component.

² We will not accept price increases (exclusive of direct assigned and network upgrade costs) greater than ten percent above original bid.

“\$/MWh” for each bid. Finally, each bid’s nominal net benefit is force ranked to determine the bid’s price score. For each technology (resource type) in each transmission cluster bubble location, a maximum score of 75 points is assigned to the bid with the highest calculated net benefit and a minimum of zero (0) points to the evaluated bid with the lowest calculated net benefit. The remaining bids of that same technology³ and location are scored on a 0-to-75 point scale according to their relative relationship (respective net benefits) to those of the highest and lowest performing bids.

- **Non-Price Score (Up To 25 points).** The non-price evaluation rubric is included in **Appendix L – Non-Price Scoring Matrix.**⁴ For each non-price factor, proposals will be assigned a one or a zero. PacifiCorp’s non-price scoring model evaluates whether bids are thorough and comprehensive, whether the proposed resource is viable, and whether the bidder is likely to achieve commercial operation by December 31, 2026 or the proposed COD. The non-price rubric is designed to be objective, intuitive, and self-scoring. As a bid requirement, bidders are required to score themselves based on the completeness of RFP bid requirements, the ability to contract with the project, and the maturity of the project and ability to deliver the project by the commercial operation deadline.

Table 5. Non-Price Factor Weighting

Non-Price Factor	Maximum Non-Price Factor Points
1. Bid Submittal Completeness	5 points
2. Contracting Progress and Viability	5 points
3. Project Readiness and Deliverability	15 points

The first section of non-price scoring model is similar to a check list and grades bids based on completion of bid requirements such as providing complete, thorough and consistent responses. The second section grades bidders based on the ability to contract the resource bid. The third section of the non-price scoring model assesses each bid’s development status and viability. Points are earned based on degree of site control, permit attained, completed equipment sourcing strategy and other operational characteristics such as dispatchability and having a reasonable construction schedule.

In compliance with OR 860-089-0400 (2), non-price factors have been converted to price factors where practicable. Non-price scores primarily relate to resource characteristics identified in the electric company's most recent acknowledged IRP Action Plan and reflect standard form contracts. Non-price scoring criteria is objective and reasonably subject to self-scoring analysis by bidders. Finally, non-price score criteria that seek to identify minimum thresholds for a successful bid have been converted into minimum bidder requirements.

All resources are required to complete the equity questionnaire in **Appendix P – Equity Questionnaire.** When considering California-located resources and resources allocated to Washington customers, PacifiCorp has a preference for projects that provide environmental and economic benefits to disadvantaged communities. For resources located in California, PacifiCorp has a supplier diversity target of 23% women-owned, minority-

³ Technology means.... Generating facilities inclusive of batteries are considered different technology from facilities that only have the generating facility and no battery storage option.

⁴ OAR 860-089-400-2(b).

owned, disabled veteran-owned and LGBT-owned business enterprises and we encourage the bidder to register with California’s supplier clearing house. When considering resources to be allocated to Washington customers, **Appendix P – Equity Questionnaire** responses will be used in Phase III of the evaluation process to measure Washington community benefit indicators as part of Washington’s CETA. Oregon-located resources should be able to demonstrate their ability to meet the requirements of HB2021, including but not limited to apprenticeship and workforce requirements.

- Final Ranking (up to 100 points) to determine the Initial Resource Pool to be evaluated using the IRP models. PacifiCorp will use the combined price and non-price results to rank each benchmark resource and market bid. Based on these rankings, PacifiCorp will identify an initial pool of resources by location and resource type based on the total bid score (maximum at 100 points, with a maximum of 75 points for price and a maximum of 25 points for non-price factors). This initial pool of resources will be made available as resource alternatives for IRP modeling.⁵

When considering tiebreakers for inclusion in the initial pool of resources to be evaluated by the IRP model and considered for the initial shortlist, PacifiCorp will give preference to renewable energy projects that provide environmental and economic benefits to communities afflicted with poverty or high unemployment, or that suffer from high emission levels of toxic air contaminants, criteria air pollutants, and greenhouse gases when ranking projects.⁶

3. IRP Modeling and Selection of the Initial Shortlist

Following the Price and Non-Price Scoring, PacifiCorp will submit the initial pool of resources to the IRP team to select resources for the initial shortlist. The IRP team will evaluate the initial pool of resources using Plexos, the same production cost models used in the 2021 IRP. PacifiCorp will first process bid costs for IRP modeling; consistent with the treatment of capital revenue requirement in PacifiCorp’s IRP modeling, PacifiCorp will convert any calculated revenue requirement associated with capital costs, as applicable (i.e., return on investment, return of investment, and taxes, net of tax credits, as applicable) to first-year-real-levelized costs. All other benchmark resource and market bid costs will be summarized in nominal dollars and formatted for input into the IRP models, consistent with the treatment of non-capital revenue requirement in PacifiCorp’s IRP modeling. Projected renewable resource performance data (expected hourly capacity factor information) will also be processed for input into the IRP models. The IRP production cost models will then select the optimized portfolio of resources.

The IRP modeling tools will select the least cost resource types by location based on bid cost and performance data. PacifiCorp’s initial shortlist may also include high-scoring bids in excess of the identified capacity limits if those projects have completed interconnection studies

⁵ Note, in instances where bidders offer a bid alternative for the same resource type in the same location, only the highest scoring bid alternative for that location and resource type will be included in the initial pool of resources.

⁶ Pub. Util. Code § 399.13(a)(5)(7)(A) requires the following: “In soliciting and procuring renewable energy resources for California based projects, each electrical corporation shall give preference to renewable projects that provide environmental and economic benefits to communities afflicted with poverty or high unemployment, or that suffer from high emission levels of toxic air contaminants, criteria air pollutants and greenhouse gas emissions.”

and will not be participating in PacifiCorp Transmission’s interconnection cluster study process commencing in May 2022.

PacifiCorp will not make any of the IRP evaluation models available to the IE, bidders, or stakeholders. However, PacifiCorp will summarize for the IE how the IRP evaluation models function, and the IE will be provided with the inputs and outputs of all IRP models used during the evaluation process.

4. Initial Shortlist Notification by PacifiCorp

PacifiCorp will notify bidders that were selected to the initial shortlist in Phase I.

5. Bidder Notification to PacifiCorp Transmission

Immediately upon their selection to the initial shortlist, bidders will be required to notify PacifiCorp Transmission to demonstrate they have met the OATT’s “commercial readiness” criteria. Bidders shall be responsible for also having satisfied any other PacifiCorp Transmission defined requirements established in the OATT. There should be no discrepancy between the facility characteristics bid into the RFP and what bidders have communicated to PacifiCorp Transmission as part of the cluster study application process. Bidders will be responsible to ensure that their bid(s) submitted to PacifiCorp in response to the 2022AS RFP are in compliance with and represent their interconnection service requests and/or existing contracts between Bidder and PacifiCorp Transmission.

Bidders assume the risk, and PacifiCorp will not be held liable, in the event that a bid selected to the initial shortlist in the 2022AS RFP is deemed ineligible for PacifiCorp’s cluster study due to deviations between the submitted project bid and the LGIA, study documentation, or application associated with such project as submitted to PacifiCorp Transmission, or due to a Bidder’s failure to satisfy any other requirement of PacifiCorp’s OATT. Bidders will be required to meet all requirements of PacifiCorp Transmission’s cluster study process including deposits, payments, milestones and any penalties associated with withdrawals from the cluster process and could be subject to disqualification from the 2022AS RFP for any violation during the cluster study process.

B. PHASE II – INTERCONNECTION CLUSTER STUDY

Phase II is composed of the following tasks: cluster study report issued by PacifiCorp Transmission, resource capacity factor and storage performance verification performed by third-party consultants for PacifiCorp, and finally, bid updates by the initial shortlist bidders.

1. Interconnection Cluster Study Report

PacifiCorp will screen each benchmark and market bid and confirm that it is consistent with available interconnection documentation.⁷ The cluster study report is expected to take approximately six months and will be performed by PacifiCorp Transmission in accordance with the OATT.

⁷ PacifiCorp Transmission customers retain the right to downsize the Project up to 60 percent prior to the return of the executed Cluster Study Agreement, per PacifiCorp OATT Volume 11 (2020.07.10), Section 39.4.1.

2. Resource Capacity Factor Verification

PacifiCorp will engage a third-party subject matter expert to verify the capacity factor of the proposed wind and solar resources selected to the initial shortlist consistent with Oregon rule 860-089-0400 5(a). This task will be done in parallel with the cluster study.

3. Bid Update

At the conclusion of the interconnection cluster study process, results of the cluster study will be posted to Open Access Same-time Information System (OASIS) and participating parties including the initial shortlist bidders will be notified of their results. Bidders will be required to provide PacifiCorp with their cluster study results or any updates to their existing interconnection studies and interconnection agreements and a summary of the direct assigned interconnection costs and network upgrade portions from their respective studies and agreements. Bidders will also be required to provide updated non-price scorecards and equity questionnaires. Finally, bidders will be required to provide updated bid prices which shall now include the direct assigned portion of their interconnection costs in their prices for PacifiCorp's analysis and evaluation. Best and final pricing must be provided for the same site and same interconnection proposed and studied as their original bid, with same or similar project equipment so that there is no material modification required with PacifiCorp Transmission, and on the same COD timeline as originally proposed. With the exception of price increases attributed to the direct interconnection costs assigned by PacifiCorp Transmission, Bidders may only increase bid price by 110% of what was originally offered or be subject to disqualification.

C. PHASE III – FINAL SHORTLIST

Phase III is the selection of the final shortlist. In Phase III, PacifiCorp will review the cluster study results and any amended LGIAs and re-run Phase I price models to confirm bid conformance with minimum criteria. PacifiCorp will then process updated pricing, verified capacity factors and storage inputs, for inclusion in the IRP production cost models. Plexos (the same model used by PacifiCorp to develop resource portfolios in the 2021 IRP) will be rerun to develop a resource portfolio. As was done in the 2021 IRP and in Phase I, PacifiCorp will perform a reliability assessment to ensure that the selected portfolio of resources can meet all hourly load and operating reserve requirements with sufficient cushion to account for other system uncertainties such as non-normal weather events. Should incremental flexible resource capacity be required to maintain system reliability, additional resources will be selected from the initial shortlist of bids that are capable of providing incremental flex capacity or remove resources to hit the targeted reliability requirements. PacifiCorp will not update the non-price portion of the bid evaluation from Phase I. However, cost and risk analysis, along with any other factors not expressly included in the formal evaluation process, but required by applicable law or commission order, will be used by PacifiCorp, in consultation with the IE, to establish the final shortlist.

1. Cluster Study Results

PacifiCorp will analyze the results of the cluster study as well as any updated and amended LGIAs to determine any limits to available transmission capacity which might prevent bidders

from meeting the December 31, 2026 COD deadline. PacifiCorp will then utilize the same proprietary models used in the Phase I initial ranking to ensure bidders have updated their pricing according to the requirements of the 2022AS RFP and not increased their pricing more than 110% apart from increases resulting from the inclusion of interconnection costs. In this way, PacifiCorp will reconfirm bidder eligibility with minimum criteria listed in Section 3.I.4 and Section 3.I.32.

2. Processing of Bid Updates

Similar to the Phase I pricing evaluation, PacifiCorp uses its proprietary models to process bid updates. The models are refreshed with updated bid prices, including interconnection costs from cluster study results and any LGIA updates, verified capacity factors and storage inputs. Consistent with the treatment of capital revenue requirement in PacifiCorp's IRP modeling, PacifiCorp converts any calculated revenue requirement associated with capital costs (i.e., return on investment, return of investment, and taxes, net of tax credits, as applicable) to first-year-real-levelized costs. Consistent with the treatment of non-capital revenue requirement in PacifiCorp's IRP modeling, all other bid costs are summarized in nominal dollars and formatted for input into the IRP models. Projected renewable resource performance data (expected hourly capacity factor information) is also processed for input into the IRP models.

3. Combining of Supply-Side and Demand-Side RFPs Prior to Final Shortlist

At the same time initial shortlist bidders are updating their prices, and prior to the final evaluation and selection of the final shortlist, the shortlist bidders from the demand-side RFP will be available for incorporation and inclusion to the IRP models.

4. Bid Resource Portfolio Development

After initial shortlist bidders update their pricing to include interconnection costs and it is processed for inclusion in the IRP model, and after the demand-side RFP resources have been incorporated into the IRP model, the IRP team uses the Plexos model to optimize the portfolio of resources and select the final shortlist. PacifiCorp uses Plexos to develop and evaluate the cost of multiple resource portfolios.

PacifiCorp evaluates portfolios under a range of different environmental policy and market price scenarios (policy-price scenarios).⁸ In this way, PacifiCorp uses Plexos to optimize its selection of bid resources to identify the lowest cost, reliable portfolio under multiple scenarios prior to undergoing additional stochastic risk analysis and further consideration as part of the final shortlist process.

5. Stochastic Risk Analysis

PacifiCorp next uses Plexos to evaluate each portfolio and its ability to perform under dynamic weather and market conditions. Plexos measures the stochastic risk of each portfolio through its production cost estimates. By holding a resource portfolio fixed and using Monte Carlo

⁸ Policy-price scenarios will be conceptually consistent with those used in the 2021 IRP (i.e., alternative environmental policy assumptions among low, medium, and high price scenarios), but updated to reflect PacifiCorp's assessment of the most current information. Policy-price scenario assumptions will be established and reviewed with the IE before updated bids with updated pricing are received and opened.

simulations of stochastic variables, including load, wholesale electricity and natural gas prices, hydro generation, and thermal unit outages, Plexos can measure the expected cost of each portfolio in an uncertain future.

6. Identifying Top-Performing 2022AS RFP Renewable Resource Portfolios

PacifiCorp then summarizes and analyzes the portfolios to identify the specific bid resources that are most consistently selected among the policy-price scenarios. Based on these data, as well as certain qualitative criteria, and in consultation with the IE, PacifiCorp may select one or more 2022AS RFP resource portfolios for further scenario risk analysis.

7. Scenario Risk Analysis

Plexos will be used to calculate the stochastic mean PVRR and the risk-adjusted PVRR for various policy-price scenarios.⁹ This step of the evaluation process will help identify whether top-performing portfolios exhibit especially poor performance under the range of scenarios.

PacifiCorp takes the information from the prior steps and develops new system resource portfolios based on the top-performing resource portfolios in the prior steps. For each, it then calculates a stochastic mean PVRR and a risk-adjusted PVRR for each policy price-scenario before recommending a lowest cost, lowest risk portfolio from which to draw the final shortlist.

8. Other Factors: Applicable Law and Statutory Requirements

Before establishing a final shortlist, PacifiCorp may take into consideration, in consultation with the IE, other factors that are not expressly or adequately factored into the evaluation process outlined above, particularly any factor required by applicable law or Commission order to be considered.¹⁰

9. Final Shortlist Selection

PacifiCorp will summarize and evaluate the results of its scenario risk analysis, considering PVRR results, to identify the specific least-cost, least-risk bids. Based on these data and certain other factors as described above, and in consultation with the IE, PacifiCorp may establish a final shortlist. Selection of the final shortlist may be conditioned on the results of any future restudy arising out of the applicable PacifiCorp Transmission cluster study process.

After the final shortlist is established and approved, PacifiCorp will re-engage in negotiations with the selected bidders to finalize their contract and prepare the contract for execution. Selection of a bid to the final 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.

⁹ The stochastic mean metric is the average of system net variable operating costs among 50 iterations, combined with the real-levelized capital costs and fixed costs taken from Plexos. The risk-adjusted metric adds 5% of system variable costs from the 95th percentile to the stochastic mean. The risk-adjusted metric incorporates the expected value of low-probability, high-cost outcomes.

¹⁰ Footnote to UT, OR, WA, CA requirements.

Non-Price Scoring Matrix

All bidders will be required to complete and self-score the 2022AS RFP Appendix L – Non-Price Scoring Matrix. PacifiCorp will complete due diligence, audit and evaluate bidder’s responses.

Bidder Company	
Project / Facility Name	
Assigned Bid Number	
PPA or BTA	
County/State	
MW	

Non-Price Score:	
Bid Submittal Completeness	5
Contracting Progress and Viability	5
Project Readiness and Deliverability	15
Total Non Price Score	25

Non-Price Factor

I. Bid Submittal Completeness - Bidder completed each of following items accurately and in a manner consistent with the RFP requirements.

	Response	Bid Score	Comments
· Appendix A-2 Interconnection plan including studies, agreements and confirmation of material modification, as applicable. Off-system bids have provided a system impact or facilities study with 3rd party transmission provider and demonstrated transmission availability to a POD on PacifiCorp's transmission system.	Yes	1	
· Appendix A-3 Permit Matrix	Yes	1	
· Appendix A-5 Project One-Line Drawing and Layout	Yes	1	
· Appendix A-6 Division of Responsibility (BTAs only)	Yes	1	
· Appendix A-7 Demonstration of Conformance with Owners Standards and Specifications (BTA)	Yes	1	
· Appendix A-9 Product Data-Equipment Supply Matrix	Yes	1	
· Appendix A-10 Plant Performance Guarantee/Warranties (BTAs only)	Yes	1	
· Appendix B-1 Notice of Intent to Bid - Summary of Bids	Yes	1	
· Appendix B-2 Signed Cover Letter without modification	Yes	1	
· Appendix B-2 Bid Proposal in compliance with the proposal format and requirements outlined in Appendix B-2	Yes	1	
· Appendix C-2 Bid Summary and Pricing Input Sheet provided without modification, including milestone payment schedule for BTAs	Yes	1	
· Appendix C-3 3rd Party Energy Performance Report. For wind submittals, one (1) electronic and hard copy of an independent third-party or in-house wind assessment analysis/report supported by a minimum of (a) two years of wind data for BTA proposals from the proposed site or (b) one year of wind data for PPA proposals from the proposed site. Wind data shall support the capacity factor. For solar proposals, one (1) electronic and hard copy of the PVSyst report, including the complete set of modeling input files in Microsoft Excel format that PacifiCorp can use to replicate the performance using PVSyst, PacifiCorp's preferred solar performance model, and two years of solar irradiance satellite data provided by Solargis, SolarAnywhere or on-site met data.	Yes	1	
· Appendix D Bidder's Credit Information including a clear description of ownership and/or corporate structure, a letter from the entity providing financial assurances stating that it will provide financial assurances on behalf of the bidder	Yes	1	
· Appendix G-1 Confidentiality Agreement	Yes	1	
· Appendix J PacifiCorp Transmission Waiver	Yes	1	
· Appendix K General Services Contract-O&M Services (BTAs only)	Yes	1	
· Appendix P - Equity Questionnaire	Yes	1	
· Critical Issues Analysis (BTA) or sufficient narrative summary (PPA and Toll)	Yes	1	
· Permits including Conditional Use Permit and Conditional Use Permit, or equivalent (BTA)	Yes	1	
· Geotechnical report (BTA)	Yes	1	
· Environmental studies (endangered species, wetlands, Phase I ESA) (BTA)	Yes	1	
· Cultural studies (BTA)	Yes	1	
· Evidence of wire transfer provided prior to bid deadline in the correct amount for the correct number of bids	Yes	1	

II. Contracting Progress and Viability	Response	Bid Score	Comments
· A contract redline was provided including redline of Appendices.	Yes	1	
· A contract issues list was provided identifying bidder's top priority commercial terms.	Yes	1	
· Bidder redlines and issues lists are based on a lawyer's review of the proforma contract documents.	Yes	1	
· Bidder has the legal authority to enter into a contract for the output of the facility.	Yes	1	
· Bidder provided fixed and firm pricing for a contract term length between 5 and 30 years.	Yes	1	
· Bidder has offered a dispatchable product and agrees to PacifiCorp's ability to issue dispatch notices as defined in contract proforma.	Yes	1	
· Bidder has demonstrated it can meet the credit security requirements for the resource proposed.	Yes	1	
· Binding and exclusive site control documentation matches legal site description included in contract redline.	Yes	1	
· Appendix C-2 inputs (product, price, term, 8760, capacity factor, depreciation, degradation, storage specifications, BTA milestone payments, etc) are consistent with contract redlines.	Yes	1	
· BTA bids include list of assets to be transferred to PacifiCorp. Project documents with same legal entity as bidder. Studies and other contracts may be assigned and relied upon by PacifiCorp.	Yes	1	
III. Project Readiness and Deliverability	Response	Bid Score	Comments
· Schedule includes development and construction milestones (major equipment procurement and delivery on site, EPC execution and notice to proceed, interconnection backfeed, mechanical completion) which support the commercial operations date.	Yes	1	
· BTA assets (permits, leases, interconnection agreements, other contracts, resource assessments etc) support commercial operation date, 8760 resource estimates and net capacity factor through operating life.	Yes	1	
· Bidder has experience with (developing, constructing and/or operating) the same technology as being proposed.	Yes	1	
· Bidder has sufficient development experience (prior to construction) for size of project proposed (has completed at least one project 50% of proposed size).	Yes	1	
· Bidder has appropriate construction experience for the project size as proposed (has completed at least one project 50% of proposed size).	Yes	1	
· Bidder's Financing Plan demonstrates ability to finance project construction and ongoing operations.	Yes	1	
· Bidder has executed and recorded lease or warranty deed of ownership.	Yes	1	
· Required easements have been identified including project site and any gentle line up to point of interconnection.	Yes	1	
· Required easements have been secured including project site and any gentle line up to point of interconnection.	Yes	1	
· Bidder has signed LGIA with PacifiCorp Transmission which demonstrates ability to interconnect before proposed commercial operations date.	Yes	1	
· Met stations have been installed - and are functional - on site.	Yes	1	
· 50% Engineering designs are complete.	Yes	1	
· Proposed equipment is consistent with bid narrative, Appendix C-3 (8760), Appendix A-7 Technical Specifications and Appendix A-9.	Yes	1	
· EPC/Supply chain plan demonstrates bidder's ability to secure materials and complete construction, including securing safe harbor equipment, if applicable. Bidder has demonstrated a process to adequately acquire or purchase major equipment (i.e., wind turbines, solar photovoltaic panels, inverters, tracking system, generator step-up transformers, batteries) and other critical long lead time equipment.	Yes	1	
· Major equipment has been procured, EPC or construction contractor agreements have been signed, and/or Master Service Agreement in place.	Yes	1	
· Wetlands are not present, or mitigation plans are in place.	Yes	1	
· Endangered species are not present on site or mitigations plans are in place.	Yes	1	
· One or more year of avian studies are available for proposed wind resources.	Yes	1	
· Cultural resources are not present, or mitigation plans are in place.	Yes	1	
· Site is zoned for proposed use.	Yes	1	
· Permitting is complete (i.e. project is shovel ready).	Yes	1	
· Proposal meets PacifiCorp's workforce diversity goal of 23% women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises.	Yes	1	
· If located in California, proposal is a renewable generating facility located in a community afflicted with poverty or high unemployment or that suffers from high emission levels according to California Office of Environmental Health Hazard Assessment (OEHHA)'s California Communities Environmental Health Screening Tool: CalEnviroScreen 4.0. (https://oehha.ca.gov/calenviroscreen/report/draft-calenviroscreen-40)	N/A	1	
· If located in Washington state, facility is located in a highly impacted community or in proximity to a vulnerable population according to Washington State Department of Health's Environmental Public Health Data website and Environmental Health Disparities V 1.1 tool (https://fortress.wa.gov/doh/wtn/WTNIBL/)	N/A	1	
· If located in Oregon state, facility meets HB2021 requirements including but not limited to apprenticeship and workforce requirements	N/A	1	
· Proposal is a renewable generating facility or non-emitting resource.	Yes	1	

Attachment C-1
2021 IRP Preferred Portfolio Incremental Resources

Year	MW	Type	From	To	Description
2026	615	Wind	Within Willamette Valley OR Transmission Area		Enables 615 MW of interconnection: Albany, OR area reinforcement
2026	130	Wind	Portland North Coast	Willamette Valley	Enables 2080 MW of interconnection with 1950 MW TTC. Portland Coast area reinforcement, Willamette Valley and Southern Oregon
2026	600	Solar plus storage	Borah-Populous	Hemingway	Enables 600 MW interconnection with 600 MW TTC: B2H Boardman-Hemingway

Attachment D

BIDDER PRICING PROPOSAL

Oregon Independent Evaluator for PacifiCorp's 2022AS Request for Proposal

Company: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Pricing for this RFP shall be defined into five (5) areas. Bidder shall provide fixed pricing by area. Pricing shall account for 40% of overall score for each proposal.

ALL PRICING SHALL BE FIXED AND PROPOSED IN TOTAL DOLLARS

SCOPE OF WORK

Area One (1): RFP Design

- A.1 IE Assessment of PacifiCorp's RFP Design
- A.1.a *Review of initial draft RFP and stakeholder comments*
- A.1.b *Assessment of final draft RFP filed with Commission*
- A.1.c *Joint discussion with Oregon and Utah's independent evaluator*

Area Two (2): Monitoring and Validation of RFP Process

- B.6 Monitor all aspects of solicitation process
Monitor the solicitation process, discussions with bidders and contract negotiations through any acknowledgement of the final shortlist.
- Audit and Validation
- B.4, 7, 10, 12 *Audit and validation of RFP screening and evaluation process including inputs, assumptions and modeling.*
- B.8 Verification of RFP Initial Shortlist

- B.8.a *Verify that price score calculated appropriately for product, technology and methodology.*
- B.8.b *Verify that non-price score calculated appropriately per PacifiCorp's IRP Action Plan and bidder can reasonably self-calculate it non-price score.*
- B.9 **Verification of RFP Final Shortlist**
- B.9.a *Verify the impact of PacifiCorp Transmission cluster-study on Final Shortlist selection*
- B.9.b *Verify modeling results of Final Shortlist modeling on overall system costs and risks*
- B.9.c *Verify that non-price score calculated appropriately per PacifiCorp's IRP Action Plan and that individual bidders can reasonably self-calculate its own non-price score.*

Area Three (3): PacifiCorp RFP Bid Scoring

Pricing to be calculated based on quantity of bids received by PacifiCorp and that conform to RFP minimum eligibility requirements.

- B.11 *Independently score market bids and benchmark resource bids, if any*
- B.13 *Compare IE and PacifiCorp scoring*

Quantity of bids

Provide fixed pricing per submitted bid for each quantity of bids. Note: A submitted bid includes all bid alternatives, if any.

Up to One Hundred (100) Bids	<input type="text"/>
Over One Hundred Bids	<input type="text"/>

Area Four (4): Reporting and Presentations

A.2 Reports to be prepared and provided to Commission

- A.2.a *Final Draft RFP Assessment*
- A.2.b *Bid Scoring Report*
- A.2.c *Final Short List Sensitivity Analysis Report*
- A.2.d *Closing Report*

Communication and Presentations

- B.1, 2, 3, 5, 14, 15 *Status Reports to Commission Staff and PacifiCorp. Participate in activities, confer with Commission Staff and PacifiCorp, and attend Commission meetings and present information as required.*

Attachment E

DRAFT COPY

PACIFICORP PROFESSIONAL SERVICES CONTRACT

PROFESSIONAL SERVICES CONTRACT

[[CONTRACT NUMBER]]

BETWEEN

[[NAME (PRIMARY FIRST PARTY)]]

AND

[[NAME (PRIMARY SECOND PARTY)]]

FOR

[[GENERAL DESCRIPTION OF GOODS AND/OR SERVICES]]

THIS DRAFT DOES NOT CONSTITUTE A BINDING OFFER AND SHALL NOT FORM THE BASIS FOR AN AGREEMENT BY ESTOPPEL OR OTHERWISE. [[NAME (PRIMARY FIRST PARTY)]] RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THIS DRAFT AT ANY TIME. ANY ACTIONS TAKEN BY A PARTY IN RELIANCE ON THE TERMS SET FORTH IN THIS DRAFT OR ON STATEMENTS MADE DURING NEGOTIATIONS PURSUANT TO THIS DRAFT SHALL BE AT THAT PARTY'S OWN RISK. UNTIL [[NAME (PRIMARY FIRST PARTY)]] HAS COMPLETED ITS DUE DILIGENCE AND THIS AGREEMENT IS NEGOTIATED, APPROVED BY MANAGEMENT, EXECUTED AND DELIVERED, NO PARTY SHALL HAVE ANY LEGAL OBLIGATIONS, EXPRESSED OR IMPLIED, OR ARISING IN ANY OTHER MANNER UNDER THIS DRAFT OR IN THE COURSE OF ANY NEGOTIATIONS.

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- EXHIBIT B, PRICING SCHEDULE
- EXHIBIT C, LETTER OF CREDIT REQUIREMENTS
- EXHIBIT D, FORM OF RELEASE/PURCHASE ORDER
- EXHIBIT E, STATUTORY FORM OF LIEN AND CLAIM RELEASE FOR CALIFORNIA WORK
- EXHIBIT F, CONTRACTOR HEALTH, SAFETY AND ENVIRONMENTAL
- EXHIBIT G, EXPENSE GUIDELINES
- EXHIBIT H, DIVERSITY SUBCONTRACTOR SPEND REPORT
- EXHIBIT I, PROHIBITED VENDORS

PROFESSIONAL SERVICES CONTRACT

[[CONTRACT NUMBER]]

BETWEEN

[[NAME (PRIMARY FIRST PARTY)]]

AND

[[NAME (PRIMARY SECOND PARTY)]]

FOR

[[GENERAL DESCRIPTION OF GOODS AND/OR SERVICES]]

PARTIES

The Parties to this Professional Services Contract (“Contract”) are **[[NAME (PRIMARY FIRST PARTY)]]** (hereinafter “Company”), whose address is **[[Street Line 1 (Primary First Party)]]**, **[[City/Town (Primary First Party)]]**, **[[State/Province (Primary First Party)]]** **[[Postal Code (Primary First Party)]]**, and **[[NAME (PRIMARY SECOND PARTY)]]** (hereinafter “Consultant”), whose address is **[[Street Line 1 (Primary Second Party)]]**, **[[City/Town (Primary Second Party)]]**, **[[State/Province (Primary Second Party)]]** **[[Postal Code (Primary Second Party)]]**. Company and Consultant are hereinafter sometimes collectively referred to as “Parties” and individually as a “Party,” as the context may require.

ARTICLE 1. DEFINITIONS { TC \f C \l "1" }

BES Cyber System Information (BCSI) shall mean information concerning CIPS Covered Assets that: (i) relates to the production, generation or transmission of energy; (ii) could be useful to a person planning an attack on critical infrastructure; and (iii) provides strategic information beyond the geographic location of the critical asset, and which is identified as BCSI by Company.

CIPS Covered Assets shall mean any assets identified by Company as “BES assets,” “BES cyber assets,” “BES cyber systems,” “protected cyber assets,” “electronic access control or monitoring systems,” “electronic access points,” or, “physical access control systems,” as those terms are defined in the North American Electric Reliability Corporation (NERC) Glossary of Terms. “BES” refers to the “Bulk Electric System” as defined by NERC.

Company’s Facilities shall mean any facilities owned, operated or otherwise controlled by Company which require Company authorization to obtain access.

Confidential Information shall mean: (i) proprietary information of Company; (ii) information marked or designated by Company as confidential; (iii) BES Cyber System Information of Company; (iv) information, whether or not in written form and whether or not designated as confidential, which is known to Consultant as being treated by Company as confidential; (v) information provided to Company that Company is obligated to keep confidential (including but not limited to information that identifies an individual or customer of Company, such as customer account numbers, customer addresses, customer energy usage information, credit or bank account numbers, social security numbers, passport or driver’s license numbers, whether or not such information is publicly available); and (vi) information developed by Consultant in connection with the performance of this Contract.

Cyber Assets shall mean programmable electronic devices, including the hardware, software, and data in those devices.

Data shall mean any and all data, information, formulae, algorithms, or other content that Company or its Personnel create, generate or modify (i) using the Software, (ii) that is hosted by Contractor or (iii) that is stored on Company’s systems and that is accessible by Contractor. Data also includes user identification information and metadata which may contain the foregoing data or from which the foregoing data may be ascertainable.

Deliverables shall mean those items to be developed and delivered by Consultant as set forth in the Scope of Work.

E-Verify shall mean the web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility

Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS).

Force Majeure Event shall mean a delay caused by any national or general strikes (but excluding strikes relating solely to the work force of Company, Consultant or a Subcontractor), fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events which are: (i) not reasonably foreseeable as of the date the Contract was executed; and (ii) attributable to a cause beyond the control and without the fault or negligence of the Party incurring such delay.

Material Adverse Change or **MAC** shall mean, with respect to Consultant, if Consultant, in the reasonable opinion of Company, has experienced a material adverse change in Consultant's financial condition or Consultant's ability to fulfill its obligations under this Contract, including, but not limited to, any such change that results in its inability to satisfy the CREDIT REQUIREMENTS article or the SECURITY article, including any event or circumstance that would give Company the right to terminate for cause pursuant to the TERMINATION FOR CAUSE article.

Net Replacement Costs shall mean the "cost to cover" remedy available to Company in the event of a default by Consultant under this Contract. The Net Replacement Costs shall be: (i) the incremental costs incurred by Company to complete the Work itself or through use of a replacement consultant; plus (ii) a sum for additional managerial, administrative, and other reasonable costs Company incurs as a result of Consultant's default.

Notice shall mean a formal written communication which, pursuant to the Contract, one Party must deliver to the other in order to invoke a Contract right set forth herein.

Personnel shall mean the employees of Consultant or any of its agents, Subcontractors, or independent contractors who are employed to perform Work under this Contract.

Scope of Work shall be detailed in this Contract, including all exhibits hereto and all standards, specifications, criteria and other requirements which are incorporated by reference.

Security Incident shall mean any circumstance when (i) Consultant knows or reasonably believes that the confidentiality, integrity, or availability of any Company Data has been adversely impacted, including but not limited to, incidents where Company Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (ii) Consultant knows or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to Company by Consultant or the physical, technical, administrative, or organizational safeguards protecting Consultant's systems or Company's systems holding Company Data; or (iii) Consultant receives any complaint, notice, or communication which relates directly or indirectly to (A) Consultant's handling of Company Data or Consultant's compliance with the data safeguards in this Agreement or applicable law in connection with Company Data or (B) the cybersecurity of the products or services provided to Company by Consultant.

Sensitive Personnel shall mean all Personnel with authorized unescorted physical access or cyber access to Company's CIPS Covered Assets.

Service(s) shall mean any labor, skill, or advice provided to Company pursuant to this Contract.

Subcontractor shall mean any entity or person (including subcontractors at any tier) having an agreement with Consultant or any other Subcontractor to perform a portion of Consultant's obligations under this Contract.

Unescorted Personnel shall mean all Personnel with authorized unescorted physical access to Company's Facilities.

Work shall mean all obligations, duties, requirements, and responsibilities for the successful completion of the Contract by Consultant, including furnishing of all Services, Deliverables and incidental materials and equipment in accordance with the terms and conditions set forth in the Contract.

Workers' Compensation Laws shall mean the statutory requirements of the state and/or federal regulations (e.g., FELA, USL&H, Jones Act) where the Work is to be performed.

Work Site shall mean the location or locations on Company's premises where the Work is to be performed.

ARTICLE 2. DESCRIPTION OF WORK { TC \f C \l "1" }

Consultant shall perform the Work in accordance with the Scope of Work.

Except as otherwise provided in this Contract, Consultant shall be solely responsible for the means, methods, and procedures of performing the Work.

ARTICLE 3. PERIOD OF PERFORMANCE

Time is of the essence. Consultant shall commence performance upon execution of this Contract by Company and shall complete the Work not later than [[End Date]]. Unless earlier terminated as provided herein, this Contract shall continue in effect until final completion of all Work set forth herein; provided, however, that all warranties, indemnities, insurance requirements, confidentiality obligations, or other obligations which by their own terms are intended to survive the completion of the Work shall continue in full force and effect after such date.

ARTICLE 4. CONSIDERATION AND PAYMENT{ TC \f C \i "1" }

As full consideration for the satisfactory performance of Consultant's obligations under this Contract, Company will pay Consultant in accordance with Exhibit B.

Consultant shall invoice Company on a monthly basis, and shall submit each invoice to the Company designated representative. All invoices shall include each employee's name and skill classification responsible for Work under said invoice, hours worked on the project (billable hours), hourly rate, and a subtotal cost by skill classification. Consultant shall not bill Company for a higher skill classification than is required for the Work. Consultant shall furnish reasonable backup detail supporting each invoice including, without limitation, receipts supporting expenses that are reimbursed pursuant to the TRAVEL article. Consultant shall identify and clearly set forth on the invoice any discount for early payment.

Company will pay all undisputed invoice amounts within sixty (60) calendar days of receipt of a proper invoice and Company's acceptance of the Work. Payment shall be contingent upon Consultant's satisfactory compliance with the invoicing requirements.

Company may offset any such payment to reflect amounts owing from Consultant to Company or its subsidiaries pursuant to this Contract. In addition, Company may withhold all payments otherwise due Consultant until such time as Consultant has provided any Default Security required by this Contract.

Upon request by Company, Consultant shall also provide lien and claim releases executed by Consultant, its Subcontractors and their suppliers through the date of each invoice submitted.

ARTICLE 5. TAXES{ TC \f C \i "1" }

The consideration to be paid under the Contract includes all taxes arising out of Consultant's performance hereunder, including without limitation state and local sales and use taxes, value-added taxes, import duties, payroll taxes, income taxes and other taxes relating to the performance of the Work.

ARTICLE 6. TRAVEL{ TC \f C \i "1" }

If required for the Work, pre-approved expenses for travel and related expenses will be reimbursed at Consultant's cost to the extent that such expenses are supported by original receipts or invoices and are in accordance with Company's travel policy attached hereto as Exhibit G. Such expenses will be invoiced as separate line items on any applicable invoice.

ARTICLE 7. ACCOUNTING AND AUDITING{ TC \f C \i "1" }

Consultant shall keep accurate and complete accounting records in support of any cost-based billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right at any reasonable time or times to examine, audit, and copy the records, vouchers, and other source documents which relate to any claim for compensation other than pricing elements which are fixed in amount by this Contract. Such documents shall be available for examination, audit and reproduction for three (3) years after completion or termination of this Contract.

Consultant shall assist Company with preparing necessary audit material and will allow Company to review any work papers prepared by independent auditors as allowed by professional standards.

Audit findings by Company's representative will be considered to be final and conclusive for the period audited. Any over collections shall be returned to Company within thirty (30) calendar days from date of Notice of overcharge.

ARTICLE 8. CREDIT REQUIREMENTS{ TC \f C \i "1" }

Consultant shall meet the requirements of either clause (i) or clause (ii) below: (i) Consultant maintains a senior unsecured debt rating from Standard & Poor's of BBB- or better; or (ii) if Consultant does not maintain a satisfactory debt rating, Consultant meets ALL of the following credit standards: a) tangible net worth ten (10) times the projected maximum liability of Consultant under this Contract; b) no change in the condition of its earnings, net worth, or working capital over the last twenty-four (24) months, which would reasonably be anticipated to impair Consultant's ability to meet its obligations under this Contract; and c) Consultant is not in default under any of its other agreements and is current on all of its financial obligations.

If requested by Company, Consultant shall within thirty (30) calendar days provide Company with copies of its most recent annual and quarterly financial statements prepared in accordance with generally accepted accounting principles.

ARTICLE 9. SECURITY{ TC \f C \i "1" }

In the event Consultant is unable to satisfy the credit requirements set forth in the CREDIT REQUIREMENTS article at any time during the performance of the Work, or if Consultant experiences a Material Adverse Change at any time during such performance, then Consultant shall provide Company with security against defaults by Consultant under this Contract in such form and amount as may be reasonably required by Company ("Default Security"), and pursuant to such additional agreements or instruments as may be reasonably required by Company, including but not limited to letters of credit, third party guaranties, escrow accounts, labor and material payment bonds and/or performance bonds. Company may at any time, at its own discretion or pursuant to a request by Consultant, recalculate the amount of Default Security required pursuant to this Article, in which case Company shall increase or decrease the existing amount of Default Security, as appropriate. At no time shall the amount of Default Security to which Company is entitled pursuant to this Article be less than Company's Net Replacement Costs.

The terms of any letter of credit required by Company shall conform to the attached Exhibit C, as well as the requirements of this Contract and be issued by a bank acceptable to Company. The letter of credit shall provide for payment to Company of the letter of credit stated amount if Consultant defaults under the terms of this Contract. Company shall have the right to call the entire amount of the letter of credit if Consultant has not renewed the letter of credit thirty (30) calendar days prior to its expiration.

Consultant's expenses of complying with additional Default Security obligations as set forth in this Article shall be borne by Consultant.

ARTICLE 10. WITHHOLDING PAYMENT{ TC \f C \i "1" }

Company may, without limiting any other rights or remedies Company may have, withhold from payments amounts which reflect the reasonable cost to repair or replace non-conforming or defective Work or the value of any claim which Company has against Consultant under the Contract. Company may also retain from any payment sufficient funds to discharge any delinquent accounts of Consultant for which liens on Company's property have been or can be filed, and Company may at any time pay therefrom for Consultant's account such amounts as are, in the reasonable opinion of Company, due thereon, including any sums due under any federal or state law.

ARTICLE 11. DESIGNATED REPRESENTATIVES AND NOTICES { TC \f C \i "1" }

Prior to the commencement of the Work, each Party shall designate a representative authorized to act on its respective behalf and shall advise the other Party in writing of the name, address and telephone number of such designated representative, and shall inform the other Party of any subsequent change in such designation. All communications relating to the day-to-day activities under this Contract shall be exchanged between such designated representatives through any agreed form of communication.

Any formal Notice required to be delivered in writing under the terms of this Contract shall be delivered to the representative of the other Party as designated below. All formal written Notices shall be: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. The Parties' addresses for purposes of Notice shall be as set forth below:

If to Company: _____

If to Consultant: _____

[[Name (Primary First Party)]]

[[Name (Primary Second Party)]]

Attention: _____

Attention: _____

Email: _____

Email: _____

Telephone: _____

Telephone: _____

Either Party may change the name or address of the designated recipient of Notices by delivery of a Notice of such change as provided for in this Article.

Requested changes to Consultant’s banking information must be independently verified with Consultant and may take up to 60 days to process. Company shall continue to use Consultant’s previous banking information during the verification period unless an exception is approved by Company’s Chief Financial Officer or designee. Company shall not be liable for late fees or interest on any late or missed payments due to Consultant’s requested changes that could not be reasonably verified by Company. Changes to Consultant information will be confirmed by Company with the following Consultant staff:

Consultant Treasurer:

Name: _____

Title: _____

Address: _____

Telephone: _____

Consultant Website: _____

Consultant Senior Manager:

Name: _____

Title: _____

Address: _____

Telephone: _____

Consultant Senior Manager:

Name: _____

Title: _____

Address: _____

Telephone: _____

ARTICLE 12. EXAMINATION OF WORK AND PROGRESS REPORTS{ TC \f C \l "1" }

Consultant shall submit periodic progress reports as requested by Company. Company, its agents or representatives may visit Consultant’s office at any reasonable time to determine the status of ongoing Work required by this Contract.

All Work will be subject to examination at any reasonable time or times by Company, which shall have the right to reject unsatisfactory Work. Neither examination of Work nor the lack of same nor acceptance of the Work by Company nor payment therefor shall relieve Consultant from any of its obligations under this Contract.

ARTICLE 13. PROFESSIONAL RESPONSIBILITY{ TC \f C \ "1" }

Consultant shall perform the Work in accordance with the Scope of Work and using the standards of care, skill, and diligence normally provided by a professional in the performance of similar Services, and shall comply with all laws, codes and standards applicable to the Work.

In the event of Consultant's failure to do so, Consultant shall, upon Notice by Company, promptly reperform the Work and correct the defect at Consultant's sole cost. Consultant's obligation to correct and reperform its Work shall be in addition to, and not in lieu of, any other right that Company may have.

ARTICLE 14. CHANGES{ TC \f C \ "1" }

Company may at any time in writing direct changes and/or additions within the general scope of this Contract or direct the omission of or variation in Work. If any such direction results in a material change in the amount or character of the Work, an equitable adjustment in the Contract price and/or other such provisions of this Contract as may be affected shall be made and this Contract shall be modified in writing accordingly. Any claim by Consultant for an adjustment under this Article shall be processed in accordance with the provisions of the CLAIM NOTICE AND RESOLUTION PROCEDURE article.

No change shall be binding upon Company until a change order is executed by an authorized representative of Company which expressly states that it constitutes a change order to this Contract. The issuance of information, advice, approvals, or instructions by anyone other than the authorized Company representative shall not constitute an authorized change order pursuant to this Article.

ARTICLE 15. INSURANCE{ TC \f C \ "1" }

Without limiting any liabilities or any other obligations of Consultant, Consultant shall, prior to commencing Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-VII or better such insurance as will protect Consultant from liability and claims for injuries and damages which may arise out of or result from Consultant's performance and operations under the Contract and for which Consultant may be legally liable, whether such performance and operations are by Consultant or a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Consultant shall insure the risks associated with the Work and this Contract with at least the minimum coverage and limits as set forth below:

Workers' Compensation. Consultant shall comply with all applicable workers' compensation laws and shall furnish proof thereof satisfactory to Company prior to commencing Work. Consultant also shall include the alternate employer endorsement with Company listed as alternate employer.

Employers' Liability. Consultant shall maintain employers' liability insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, and covering locations of all work places involved in this Contract.

Commercial General Liability. Consultant shall maintain commercial general liability insurance on the most recently approved ISO policy form, or its functional equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (on a per location and/or per job basis) and shall include, without sublimit, the following coverage:

- a. Premises and operations coverage
- b. No independent contractor's exclusion
- c. Blanket contractual liability
- d. Products and completed operations coverage through the statute of limitations or statute of repose, whichever is longer, and including any tolling extension of each state
- e. No exclusion for explosion, collapse, and underground property damage
- f. Broad form property damage liability
- g. Personal and advertising injury liability, with the contractual exclusion removed
- h. Sudden and accidental pollution liability, if actions under the scope of the work can result in a pollution event
- i. No subsidence or earth movement exclusion
- j. Liability arising from wildfire
- k. Operations on or adjacent to a railroad or railroad right of way, as applicable

Business Automobile Liability. Consultant shall maintain business automobile liability insurance on the most recently approved ISO policy form, or its functional equivalent, with a minimum single limit of \$1,000,000 each accident for bodily

injury and property damage including pollution liability resulting from an accident, with respect to Consultant's vehicles whether owned, leased, hired or non-owned, assigned to or used in the performance of the Work. If the scope of work includes the transport of pollutants or can result in an environmental restitution obligation, the automobile liability policy will include pollution liability coverage equivalent to that provided under the ISO Pollution Liability Broadened Coverage for Covered Autos endorsement (CA9948) and Motor Carrier Act endorsement (MCS90) shall be attached.

Umbrella or Excess Liability. Consultant shall maintain umbrella or excess liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate on a following form basis and include drop-down coverage in the event the underlying limits are eroded, to be excess of the insurance coverage and limits required in employers' liability insurance, commercial general liability insurance and business automobile liability insurance above. Consultant shall provide Notice to Company, if at any time the full umbrella limit required under this Contract is not available, and will purchase additional limits, if requested by Company.

The following additional coverages are required if the Work or Services meet the requirements set forth in the description of the coverage.

Network Security & Privacy Liability. If the Work or Services under the Contract involves the rendering of information technology services including, but not limited to: software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connections to systems, technology or network(s); or if Consultant in any way collects, obtains, maintains or in any way accesses or uses Confidential Information or Data, then Consultant, and its Subcontractors of any tier shall maintain Network Security & Privacy Liability coverage, including Professional Errors & Omissions, throughout the term of this Contract and for a period of two (2) years thereafter, with a minimum required limit of \$5,000,000 each claim.

Transit and Installation. If the Consultant will engage in air, land and water shipments or installation of plant, equipment, machinery, components, supplies and materials, Consultant shall maintain transit and installation insurance covering all worldwide air, land and water shipments, and installation of plant, equipment, machinery, components, supplies and materials, and shall include loading and unloading and offsite storage if the Consultant or Subcontractor will perform. Coverage shall attach at Consultant's point of shipment and continue until installed, constructed or rigged by Consultant or its Subcontractors in conjunction with this Work. Consultant shall have obtained such transit or installation coverage on or prior to the date on which the exposure to the risk arises. Company will be named loss payee or additional named insured for its interest in the covered property.

Consultant's Pollution Liability. If the Work or Services can cause pollution, Consultant shall maintain contractor's pollution liability insurance on the most recently approved ISO policy form, or its functional equivalent, with a minimum limit of \$3,000,000 per occurrence and \$6,000,000 annual aggregate.

Consultant's Professional and Protective Indemnity Liability. If the Consultant provides professional services such as advisory, architectural, engineering, environmental, design and survey services, Consultant shall maintain contractor's professional and protective indemnity liability insurance with a minimum limit of \$5,000,000 per claim and \$5,000,000 project aggregate. Coverage shall include all claims associated with professional services rendered by or on behalf of lead contractor.

Rigger or Crane Operator Liability. If the Consultant will be using a crane to perform the Work, Consultant will maintain rigger or crane operator liability coverage with limits of \$5 million, which may be met with subcontractors insurance.

Company does not represent that the insurance coverage specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Consultant, and Consultant shall be solely responsible for any deficiencies thereof.

Except for workers' compensation and professional liability, the policies required herein shall include provisions or endorsements naming Company, its affiliates, parent organization, divisions, subsidiary companies, co-lessees, co-venturers, and the officers, directors, agents, employees, servants and insurers of the same as additional insured. The commercial general liability additional insured endorsement shall be ISO Form CG 20 10 and CG 20 37 or their factual equivalent, including additional insured coverage for both on-going and completed operations, and containing no language limiting the coverage to the minimum amount required by a written agreement.

All policies required by this Contract shall include: (i) provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder, (ii) provisions that the policy contain a cross liability or severability

of interest clause or endorsement in the commercial general liability, automobile liability and umbrella or excess liability coverage; and (iii) provisions that such policies not be canceled or their limits of liability reduced without: (a) ten (10) days prior written Notice to Company if canceled for nonpayment of premium; or (b) thirty (30) days prior written Notice to Company if canceled for any other reason. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against Company, its parent, divisions, affiliates, subsidiary companies, co-lessees or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all of the above-referenced entities evidenced by waiver of subrogation wording.

Consultant is solely responsible for any deductibles or self-insured retentions associated with all policies required by this Contract. Deductibles or self-insured retentions shall not exceed One Hundred Thousand Dollars (\$100,000) without prior written approval of Company.

A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of Work by Consultant and prior to the renewal or replacement of any required policy. Copies of additional insured, waiver of subrogation, and primary/non-contributory endorsements or excerpts of applicable policy provisions shall also be provided. Should a loss arise during the term of the Contract that may give rise to a claim against Consultant and/or Company as an additional insured, Consultant shall deliver to Company (or cause to be delivered to Company) certified copies of such insurance policies.

Consultant shall require Subcontractors who perform Work at the Work Site to carry liability insurance (auto, commercial general liability and excess), contractor's pollution liability, contractor's professional and protective indemnity liability, and workers' compensation/employer's liability insurance commensurate with their respective scopes of work. Subcontractors shall be contractually required to include Company as an additional insured for ongoing and completed operations with regards to liability insurance (auto, commercial general liability and excess), and shall provide waivers of subrogation with regards to all policies required herein. Consultant shall remain responsible for any claims, lawsuits, losses and expenses, including defense costs that exceed any of its Subcontractors' insurance limits or for uninsured claims or losses.

Should Consultant or its Subcontractors fail to provide or maintain any of the insurance coverage referred to in this Contract, Company shall have the right, but not the obligation, to provide or maintain such coverage, or coverage affording equivalent protection, at Consultant's sole expense, either by direct charge or set-off.

ARTICLE 16. INDEMNIFICATION { TC of C \ "1" }

To the fullest extent permitted by law, Consultant specifically and expressly agrees to indemnify, defend, protect, and hold harmless Company, all affiliates, and their officers, directors, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, judgments, costs, expenses and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of, in whole or in part, the acts, errors, omissions, or willful misconduct of Consultant, its employees, agents, representatives or any Personnel of any tier, their employees, agents or representatives in the performance or nonperformance of Consultant's obligations under this Contract or in any way related to this Contract. The indemnity obligations under this Article shall include without limitation:

- a. Loss of or damage to any property of Company, Consultant or any third party;
- b. Bodily injury to, or death of any person(s), including without limitation employees of Company, or of Consultant or its Subcontractors of any tier; and
- c. Claims arising out of workers' compensation, unemployment compensation, disability, or similar such laws or obligations applicable to employees of Consultant or its Personnel of any tier, including claims that such Consultant or Personnel of any tier are employees of Company.

Consultant's indemnity obligations owing to Indemnitees under this Article are not limited by any applicable insurance coverage identified in the INSURANCE article. Consultant's indemnity obligation under this Article shall not extend to the extent any liability is directly caused by the sole negligence of any of the Indemnitees.

For Work performed in the States of Oregon and Washington, Consultant's indemnity obligations under this Article shall extend only to liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Consultant, or the fault of Consultant's agents, representatives or Subcontractors.

To the extent applicable, Consultant specifically and expressly waives any immunity under either Industrial Insurance, Title 51, RCW, or Workers' Compensation Law, Chapter 656, ORS, and acknowledges that this waiver was mutually negotiated by the Parties herein.

The invalidity, in whole or in part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraphs in this Article.

ARTICLE 17. CHANGES IN PERSONNEL

Prior to: (i) changing or replacing any "key" Personnel, as identified in this Contract or in Consultant's proposal for the Work; or (ii) changing any classification, grade or rate of any Personnel working on the Contract, Consultant shall notify Company of the proposed replacement/change before executing such replacement/change, and obtain Company's prior written approval to such replacement/change. Any replacement Personnel shall have the capabilities equivalent to or better than the person replaced. If Consultant replaces or changes the classification, grade or rate of any person for performance of the Work described in the Contract, without the express approval of Company, then Consultant shall bear all costs associated with any and all such replacements and changes, and said costs shall not be reimbursable from Company.

ARTICLE 18. CONSULTANT'S PERSONNEL; DRUGS, ALCOHOL AND FIREARMS{ TC \f C \ "1" }

Consultant shall employ in the performance of the Work only persons qualified for the same. Consultant shall at all times enforce strict discipline and good order among its employees and the employees of any Subcontractor of any tier. Consultant shall not permit or allow the introduction or use of any firearms, illegal drugs or intoxicating liquor upon the Work Site under this Contract, or upon any of the grounds occupied, controlled, or used by Consultant in the performance of the Work. Consultant shall immediately remove from the Work, whenever requested by Company, any person considered by Company to be incompetent, insubordinate, careless, disorderly, in violation of the above restriction on firearms, illegal drugs or intoxicating liquor, or under the influence of illegal drugs or intoxicating liquor, and such person shall not again be employed in the performance of the Work herein without the consent of Company.

ARTICLE 19. ACCESS TO COMPANY'S FACILITIES{ TC \f C \ "1" }

19.1 Requirements for Access

Access to Company controlled areas is granted on an as-needed basis only in accordance with Company's internal badge and access policies. Company shall specify in the Release or Scope of Work whether or not the Work under this Contract requires either: (i) unescorted physical access to Company's Facilities; or (ii) local or remote access to Company's Cyber Assets. For all Personnel who require either such access, Consultant shall:

- a. Conduct, at Consultant's cost and expense, a Personnel risk assessment to include at a minimum an identity verification, E-Verify and seven-year criminal background check for the current residence and past locations of residence of all Personnel requiring access. All background checks will be conducted in accordance with federal, state, provincial and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. A background check completed within two (2) years prior to the date the Consultant signed a Contractor/Vendor Information Form for each such person will be considered valid. Following the initial background check, updates shall be performed no less frequently than every seven (7) years or upon request by Company. In the event Company notifies Consultant of impending expiration of a background check, Consultant shall provide an updated Contractor/Vendor Information Form reflecting a refreshed background check within twenty (20) days of receipt of the Notice in order to avoid revocation of such person's access. An appropriate authorization form must be signed by each of the Personnel prior to a background check being conducted, acknowledging that the background check is being conducted and authorizing the information obtained to be provided to Company;
- b. Ensure that Personnel have passed the background checks outlined in subsection 19.1(a) prior to requesting access to Company's Facilities and/or Cyber Assets. In the event any such person: (i) is currently under indictment for a crime punishable by imprisonment for a term exceeding one year; (ii) has been convicted (within the past seven years) in any court of a crime punishable by imprisonment for a term exceeding one year; (iii) is currently a fugitive of justice; or (iv) is an alien illegally or unlawfully in the United States, such person shall be considered a "restricted person" and may not be granted access without prior written consent from Company. In the event any such person's background check reveals any residency gap of six (6) consecutive months or more, Consultant shall review, evaluate, and document any such residency gap

- to ensure that it does not pose a risk to Company's Facilities or Cyber Assets, prior to making a determination that Personnel have passed the background check;
- c. Ensure that Personnel complete Company provided or approved training prior to requesting access;
 - d. Ensure that Personnel have passed Consultant's drug and alcohol exam and are in compliance with Consultant's substance abuse/drug and alcohol policy as outlined in the SUBSTANCE ABUSE; DRUG AND ALCOHOL POLICY article; and
 - e. Keep accurate and detailed documentation to confirm completion dates for background checks and all required training (initial and annual training, to the extent applicable), and certify to Company such documentation by completing a Contractor/Vendor Information Form, attached as Exhibit A, Appendix 1, hereto, for each person who will have access. Company has the right to audit Consultant's records supporting each Contractor/Vendor Information Form submitted to Company and to verify that the requisite background checks and training were performed. Consultant shall provide Company with all requested records supporting Contractor/Vendor Information forms within a reasonable time after receiving such a request, and in the form requested by Company, but not longer than three (3) business days following the date of such request.
 - f. Notify the company in a timely manner of termination or change in status removing the need for access. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day. The Enterprise Service Desk is available 24 hours a day by calling either (503) 813-5555 or (801) 220-5555.

Consultant shall not allow any person who has not met the foregoing requirements of this subsection 19.1 to perform Work, unless Consultant has received prior written consent from Company.

19.2 Additional Access Requirements Specific to Sensitive Personnel

In addition to the access requirements outlined in subsection 19.1, with respect to all Sensitive Personnel, Consultant also shall:

- a. Ensure that Sensitive Personnel (and any Personnel with access to BCSI) are informed of and comply with Company's BCSI requirements contained in any confidentiality agreement previously executed by Consultant as well as the BCSI requirements set forth herein in the CONFIDENTIAL INFORMATION; NONDISCLOSURE article; and
- b. In addition to the initial training requirement outlined in subsection 19.1(c), ensure that Sensitive Personnel complete annual Company provided or approved CIPS compliance training within Company's prescribed training window.

Consultant shall not allow any person who has not met the foregoing requirements of this subsection 19.2 to perform Work, unless Consultant has received prior written consent from Company.

ARTICLE 20. SUBSTANCE ABUSE; DRUG AND ALCOHOL POLICY { TC \f C \l "1" }

- a. Consultant shall have and ensure compliance with a substance abuse/drug and alcohol policy that complies with all applicable federal, state and/or local statutes or regulations. Consultant shall subject each of the Personnel to a drug test at Consultant's sole cost and expense. Such drug test shall, at a minimum, be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG – THC cut-off".
- b. For any Personnel who have had a recent drug test, such recent drug test shall be documented pursuant to the previous Article. Consultant warrants that Consultant and the Personnel are in compliance with Consultant's substance abuse/drug and alcohol policy.
- c. During the course of Work performed under this Contract, Consultant shall keep accurate and detailed documentation of its drug policy and Personnel drug tests, which it shall submit to Company upon request.
- d. Consultant shall designate one person to be responsible for compliance with the requirements of this Article and all reporting and inquiries shall be made to a duly authorized representative of Company in a timely manner.

ARTICLE 21. DEPARTMENT OF TRANSPORTATION { TC \f C \l "1" }

Consultant shall ensure Department of Transportation compliance, including but not limited to valid driver's license, equipment inspections, hours of service and all appropriate documentation for any Personnel who may drive while on assignment to Company.

ARTICLE 22. BUSINESS ETHICS{ TC \f C \l "1" }

Consultant, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Consultant's obligations under this Contract. In conjunction with its performance of the Work, Consultant and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Company Code of Business Conduct. Without limiting the generality of the foregoing, Consultant specifically represents and warrants that neither Consultant nor any Subcontractor employees, officers, representatives or other agents of Consultant have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for Company or Consultant in connection with the Work to be performed hereunder. Consultant shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify Consultant's compliance with this Article. Company shall be permitted to audit such records as reasonably necessary to confirm Consultant's compliance with this Article. Consultant shall immediately provide notice to Company of any facts, circumstances or allegations that constitute or might constitute a breach of this Article and shall cooperate with Company's subsequent investigation of such matters. Consultant shall indemnify and hold Company harmless from all fines, penalties, expenses or other losses sustained by Company as a result of Consultant's breach of this provision. The Parties specifically acknowledge that Consultant's failure to comply with the requirements of this Article shall constitute a condition of default under this Contract.

ARTICLE 23. REVIEW OF DELIVERABLES

Review by Company of any Deliverables submitted by Consultant shall be solely for the benefit of Company and shall not relieve Consultant of its responsibility to comply with all requirements of the Contract and for the accuracy of the Deliverables.

ARTICLE 24. SAFETY AND SITE REGULATIONS{ TC \f C \l "1" }

Consultant shall be solely responsible for being aware of and initiating, maintaining, and supervising compliance with all safety laws, regulations, precautions, and programs in connection with the performance of this Contract. Consultant shall, also make itself aware of and adhere to all applicable Company Work Site regulations including, without limitation, environmental protection, loss control, dust control, safety, and security. As a continuing condition to performing Work at any Work Site, Consultant may be required to maintain a subscription with Company's third-party safety and loss information reporting service (the "Administrator"). The Administrator manages safety ratings and insurance certificates of Company's contractors. Consultant will provide safety related information as requested by the Administrator including Consultant's safety programs, OSHA documents, experience modification rates (EMR) and an insurance and safety questionnaire. A variance or exclusion to the subscription and information requirements under this paragraph may be granted by the Company's Designated Representative.

ARTICLE 25. PROGRESS MEETINGS{ TC \f C \l "1" }

Company will conduct weekly, or at other regular intervals as agreed by both Parties, meetings with Consultant to discuss the performance of the Work.

ARTICLE 26. COOPERATION WITH OTHERS{ TC \f C \l "1" }

Consultant shall fully cooperate and coordinate with Company employees and other contractors who may be awarded other work. Consultant shall not commit or permit any act which will interfere with the performance of work by Company employees or other contractors.

ARTICLE 27. LIENS{ TC \f C \l "1" }

Consultant shall: (i) indemnify, defend, and hold harmless Company from all laborers', materialmen's, and mechanics' liens, or claims made or filed upon the Work Site or other Company property on account of any Work or Service performed or furnished by Consultant's Subcontractors of any tier in connection with the Work (including any liens or claims based on the failure or alleged failure to maintain a payment bond); and (ii) keep Company property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its Subcontractors of any tier.

If any lien arising out of this Contract is filed before or after Work is completed, Consultant, within ten (10) calendar days after receiving from Company written Notice of such lien, shall obtain release of or otherwise satisfy such lien. If Consultant fails to do so, Company may take such steps and make such expenditures as in its discretion it deems advisable to obtain release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse Company for all costs incurred and expenditures made by Company in obtaining such release or satisfaction. If any non-payment claim is made directly against Company arising out of non-payment to any Subcontractor (including any liens or claims based on the failure or alleged failure to maintain a payment bond), Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from Company written Notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse Company for all costs incurred and expenditures made by Company to satisfy such claim.

Consultant's obligation to indemnify, defend, and hold harmless Company from liens shall not in any way be rendered unenforceable, or altered, amended, eliminated or otherwise conditioned by any laws and regulations related to processing such liens. Company shall have no obligation to deliver a copy of any notice of claim or right to a lien to Consultant or any other person or entity.

ARTICLE 28. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS { TC \f C \l "1" }

Consultant shall advise Company in writing of all conflicts, errors, omissions, or discrepancies among the various documents comprising this Contract immediately upon discovery and prior to Consultant's performing the affected Work. Company shall resolve such conflicts and such resolution shall be final. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be considered as if shown or mentioned in both.

ARTICLE 29. CLAIM NOTICE AND RESOLUTION PROCEDURE { TC \f C \l "1" }

In the event Consultant has a claim or request for a time extension, additional compensation, any other adjustment of the Contract terms, or any dispute arising under the Contract (hereinafter "Claim"), Consultant shall provide Company with Notice of such Claim within five (5) business days following the occurrence of the event giving rise to the Claim. Consultant's failure to give Notice as required will constitute a waiver of all of Consultant's rights with respect to the Claim.

As soon as practicable after Claim notification, Consultant shall submit the Claim to Company with all supporting information and documentation. Consultant shall also respond promptly to all Company inquiries about the Claim and its basis.

Any Claim that is not disposed of by mutual agreement between the Parties shall be decided by Company, which shall provide a written decision to Consultant. Such decision shall be final unless Consultant, within thirty (30) days after such receipt of Company's decision, provides to Company a written protest, stating clearly and in detail the basis thereof. Consultant's failure to protest Company's decision within that time period shall constitute a waiver by Consultant of its right to dispute the decision. Even if a Claim arises, Consultant shall continue its performance of this Contract.

ARTICLE 30. SUSPENSION OF WORK { TC \f C \l "1" }

Company may, by written Notice, direct Consultant to suspend performance of any or all of the Work for a specified period of time. Upon receipt of such Notice to suspend, Consultant shall: (i) discontinue Work; (ii) place no further orders or subcontracts; (iii) suspend all orders and subcontracts; (iv) protect and maintain the Work; and (v) otherwise mitigate Company's costs and liabilities for those areas of Work suspended. Company shall pay Consultant an equitable amount for incremental costs incurred by Consultant as a result of the suspension and equitably extend any guaranteed completion dates to the extent such suspension adversely impacts Consultant's critical path to completion; provided, however, that if the suspension is due to Consultant's failure to comply with the Contract, no such payment shall be made or extension granted.

ARTICLE 31. TERMINATION FOR CONVENIENCE { TC \f C \l "1" }

Company may terminate this Contract in whole or in part at any time without cause prior to its completion by sending to Consultant written Notice of such termination. Upon such termination, Company shall pay to Consultant, in full satisfaction and discharge of all liabilities and obligations owed Consultant, an equitable amount for all Work satisfactorily performed by Consultant as of the date of termination, plus an equitable termination fee to address

Subcontractor termination charges and other reasonable out-of-pocket costs demonstrably incurred by Consultant as the result of the termination provided that such costs cannot be reasonably mitigated. Company shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

ARTICLE 32. TERMINATION FOR CAUSE TC \f C \ "1" }

32.1 For purposes of this Contract, a default by Consultant shall be the occurrence of any of the following:

- a. A breach by Consultant of any of its material obligations under the Contract, if such breach continues uncured for a period of seven (7) days after receipt of Notice from Company, unless Company agrees, in writing, to grant Consultant an extension of such seven (7) day period for a period of time to be determined at Company's sole discretion. In such circumstance, Company shall prescribe the new cure period in writing. For purposes of the Contract, a default by Consultant shall be deemed to include, without limitation, Consultant's refusal or neglect to supply sufficient and properly skilled Personnel, materials or Deliverables of the proper quality or quantity, or equipment necessary to perform the Work or Services described in the Contract properly, or Consultant's failure in any respect to prosecute the Work or Services described in the Contract or any part thereof with promptness, diligence and in accordance with all of the material provisions hereof;
- b. Consultant fails in any material respect to comply with any laws, ordinances or regulations pertaining to safety or environmental compliance;
- c. A determination that any representation, statement or warranty made by Consultant in this Contract or any other statement, report or document which Consultant is required to furnish to Company, was false or misleading in any material respect;
- d. The occurrence of any of the following: (i) the filing by or against Consultant of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; (ii) the making by Consultant of any assignment for the benefit of creditors; (iii) the filing by or against Consultant for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; (iv) the appointment of or the application for the appointment of a receiver, trustee, or custodian for any material part of Consultant's assets unless such appointment is revoked or dismissed within thirty (30) calendar days from the date thereof; (v) the attempt by Consultant to make any adjustment, settlement, or extension of its debts with its creditors generally; (vi) the insolvency of Consultant or; (vii) the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of Consultant's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof; or
- e. A Material Adverse Change has occurred with respect to Consultant and Consultant fails to provide such performance assurances as are reasonably requested by Company, including without limitation the posting of Default Security pursuant to the SECURITY article.

32.2 Upon the occurrence of any such default, following the applicable process described in this Article, Company shall be entitled upon written Notice to Consultant and without notice to Consultant's sureties and without limiting any of Company's other rights or remedies, to terminate this Contract or Consultant's right to proceed with that portion of the Work affected by any such default and collect the Net Replacement Costs incurred to complete the Work.

32.3 Upon the occurrence of any such default, Company shall be entitled to make one or more draws against any Default Security as may be provided by Consultant hereunder.

32.4 Upon the occurrence of any such default, Company shall be entitled to pursue any and all other rights and remedies that it may have against Consultant under this Contract or at law or in equity.

32.5 In the event of a full or partial termination under this Article, Company may, for the purpose of completing the Work or enforcing these provisions, take possession of all completed and in-process Deliverables use them or may finish the Work by whatever method it may deem expedient including: (i) Company may hire a replacement contractor or contractors to complete the remaining Work that Consultant was otherwise obligated to complete under the Contract using such form of agreement as Company may deem advisable; or (ii) Company may itself provide any labor or materials to complete the Work.

32.6 All rights and remedies provided in this Article are cumulative, and are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the

Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, Company shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that Company may have against Consultant under this Contract or at law or in equity.

ARTICLE 33. DELAYS{ TC \f C \i "1" }

Force Majeure. Neither Party shall be liable for delays caused by a Force Majeure Event; provided, however, that both Parties agree to seek to mitigate the potential impact of any such delay. Any delay attributable to a Force Majeure Event shall not be the basis for a request for additional compensation. In the event of any such delay, the required completion date(s) may be extended for a reasonable period not exceeding the time actually lost by reason of the Force Majeure Event.

Company-Caused Delay. If Consultant is actually delayed in its performance of the Work by the actions or omissions of Company (excluding the Company's good faith exercise of rights and remedies provided under the Contract), or by changes ordered with respect to the Work, and if Consultant is able to prove that it has used all reasonable means to avoid or minimize the effects of the delay, then, as Consultant's sole remedy, Consultant's guaranteed completion dates shall be equitably adjusted to reflect the impacts of such Company-caused delays. No adjustment under this Article shall be made for any delay to the extent that it is caused or contributed to by Consultant or performance would have otherwise been delayed by any other cause, including the fault or negligence of Consultant. Company may determine whether Consultant has met its burden described in this Article either before or after the completion deadline. If before the completion deadline, Company determines Consultant has met its burden as described in this Article, then Company may issue a written change order to extend the schedule. If after the completion deadline, Company determines Consultant has met its burden described in this Article, then Company may extend the completion deadline and thereby relieve Consultant of the obligation to pay liquidated damages.

Consultant-Caused Delays. Any Work that is not delivered in accordance with the Scope of Work may constitute a default to the extent set forth in the terms and conditions of this Contract, provided that the delay is not related to either a Force Majeure Event or Company-caused delay.

Request For Time Extension. Any request for time extension shall be made in accordance with the CLAIM NOTICE AND RESOLUTION PROCEDURE article.

ARTICLE 34. COMPLIANCE WITH LAWS{ TC \f C \i "1" }

Consultant shall at all times comply with all laws, statutes, regulations, rules, executive orders, ordinances, codes, and standards applicable to Consultant's performance of the Work including, without limitation, those governing health and safety, wages, hours, employment of minors, desegregation and employment discrimination, as each may be applicable to the Work performed hereunder, and based on total anticipated dollar value of this Contract. Consultant further confirms that its employees and the employees of all Subcontractors employed under the Contract may legally work in the United States.

Without limiting the generality of the foregoing, Consultant and any Subcontractors shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or discussion of compensation. Moreover, these regulations require that covered prime contractors and Subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Consultant and any Subcontractors shall also abide by the requirements of Executive Order 11246, as amended, to develop and maintain a written affirmative action program (AAP) and Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises) and the Small Business Act. To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this Contract.

Consultant shall indemnify, defend and hold harmless Company, its directors, officers, employees and agents from all losses, costs and damages by reason of any violation thereof and from any liability, including without limitation fines, penalties and other costs arising out of Consultant's failure to so comply.

ARTICLE 35. INDEPENDENT CONTRACTOR{ TC \f C \l "1" }

Consultant is an independent contractor and all persons employed by Consultant in connection herewith shall be employees of Consultant and not employees of Company in any respect. Consultant shall maintain complete control over Consultant's employees and Subcontractors.

ARTICLE 36. RELEASE OF INFORMATION; ADVERTISING AND PROMOTION{ TC \f C \l "1" }

Consultant shall not publish, release, disclose, or announce to any member of the public, press, official body, or any other third party any information concerning this Contract and/or the Work, or any part thereof, without the express prior written consent of Company, except as required by law. Neither the names of Company, nor the Work Site shall be used in any advertising or other promotional context by Consultant without the express prior written consent of Company.

ARTICLE 37. CONFIDENTIAL INFORMATION; NONDISCLOSURE{ TC \f C \l "1" }

BES Cyber System Information. Confidential Information of Company labeled as BCSI shall be protected consistent with the following requirements: (a) BCSI shall be protected at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it; (b) each person who works with protected BCSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it; (c) reasonable steps shall be taken to minimize the risks of access to BCSI by unauthorized personnel (when not in use, BCSI shall be secured in a secure container, such as a locked desk, file cabinet or facility where security is provided); (d) documents or material containing BCSI may be reproduced to the minimum extent necessary, consistent with the need to carry out the Work, provided that the reproduced material is marked and protected in the same manner as the original material; (e) material containing BCSI should be disposed of through secured shredding receptacles or other secured document destruction methods; (f) BCSI shall be transmitted only by the following means: (i) hand delivery; (ii) United States first class, express, certified or registered mail, bonded courier, (iii) secure electronic means with NIST- or ISO-compliant encryption; and (g) documents or material containing BCSI shall be returned to Company or certified destroyed upon completion of the Work..

Nondisclosure. Consultant agrees that it will not disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of Company.

Nonuse. Consultant further agrees that it will not use Confidential Information except as may be necessary to perform the Work called for by this Contract.

Protection. Confidential Information will be made available by Consultant to its employees only on a "need to know" basis and only after notifying such employees of the confidential nature of the information and after having obligated them to the nonuse and nondisclosure obligations of this Contract. Consultant agrees to take all reasonable precautions to protect the confidentiality of Confidential Information and, upon request by Company, to return to Company any documents which contain or reflect such Confidential Information.

Federal Defend Trade Secrets Act. The Federal Defend Trade Secrets Act of 2016 provides immunity from civil or criminal liability for any employee or contractor who discloses a trade secret "in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney" where the disclosure by the employee or contractor is "solely for the purpose of reporting or investigating a suspected violation of law" or "is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." 18 U.S.C. § 1833(b). Nothing in this Contract is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

Unless waived by Company, Consultant shall require its employees and Subcontractors of any tier to adhere to these confidential information and nondisclosure terms.

ARTICLE 38. OWNERSHIP OF DESIGNS, DRAWINGS AND WORK PRODUCT{ TC \f C \l "1" }

The Deliverables prepared or developed hereunder, or other documents or information provided to Company, by Consultant or its employees or agents, or Subcontractors or their employees or agents, including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the physical property of Company when prepared and, to the extent subject to protection under copyright laws, shall constitute "work made for hire" and shall become the intellectual property of Company, without regard to any markings that may denote a confidential or proprietary interest of Consultant in the said items. To the extent the Deliverables incorporate pre-existing intellectual property of Consultant

or of any third party (“Pre-Existing Property”), Consultant hereby grants Company a perpetual, fully paid, transferable right to use, copy and modify such Pre-Existing Property for the purpose of Company’s operation, administration, maintenance, modification, improvement and replacement of the Company’s assets the fullest extent necessary to accomplish those purposes. Such license includes the right of Company to share Pre-Existing Property to Company’s contractors, agent, officers, directors, employees, joint owners, affiliates and consultants for the foregoing purposes, without regard to any markings that may denote a confidential or proprietary interest in the said items. Consultant hereby represents, warrants and covenants that it holds all requisite rights and third party consents necessary to grant the foregoing license without infringing the rights of any third party. Consultant shall deliver all Deliverables, together with any documents or information furnished to Consultant and its employees or agents by Company hereunder, upon Company’s request and, in any event, upon termination or final acceptance of the Work.

ARTICLE 39. PATENT AND COPYRIGHT INDEMNITY { TC \f C \i "1" }

Consultant shall indemnify, defend, and hold harmless Company, its directors, officers, employees, and agents against and from all claims, losses, costs, suits, judgments, damages, and expenses, including attorneys’ fees, of any kind or nature whatsoever on account of infringement of any patent, copyrighted or uncopyrighted work, including claims thereof pertaining to or arising from Consultant’s performance under this Contract. If notified promptly in writing and given authority, information, and assistance, and contingent upon Company not taking any position adverse to Consultant in connection with such claim, Consultant shall defend, or may settle at its expense, any suit or proceeding against Company so far as based on a claimed infringement which would result in a breach of this warranty, and Consultant shall pay all damages and costs awarded therein against Company due to such breach.

In case any Service or Deliverable is in such suit held to constitute such an infringement and the use of said Service or Deliverable is enjoined, Consultant shall, at its expense and through mutual agreement between Company and Consultant, either procure for Company the right to continue using said Service or Deliverable, or replace same with a non-infringing Service or Deliverable, or modify same so it becomes non-infringing.

ARTICLE 40. CYBER SECURITY { TC \f C \i "1" }

40.1 SCOPE OF THIS ARTICLE

This Article applies to Consultant and its Personnel and Subcontractors that provide hardware, software, or services to the Company that may impact the confidentiality, integrity, or availability of the Company’s networks, systems, software, Data, or Confidential Information for the term of the Contract.

40.2 CYBER SECURITY CONTROLS

- a. Consultant shall have and maintain security controls to protect the Company’s networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 – Information Security Management Systems–Requirements, and ISO/IEC 27002 – Code of Practice for International Security Management
- b. Consultant agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
- c. Consultant warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Consultant agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Consultant.
- d. If Consultant will have remote access to Company systems or networks, Consultant shall follow all applicable Company requirements for Consultant-initiated interactive remote access and system-to-system remote access with Consultant. To the extent Consultant’s Personnel will have interactive remote access to Company’s networks, systems or applications, Consultant’s Personnel will use multi-factor authentication provided by the Company. Authentication tokens and passwords must not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Consultant shall report such termination or change in status to the Company’s Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.

40.3 OVERSIGHT OF COMPLIANCE

If the contract includes hosted or cloud services, Consultant shall provide annually to the Company a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the

scope of the contract and pertaining directly to the Consultant.

If the contract does not include hosted or cloud services, Consultant shall either:

- a. Annually provide a copy of ISO 27001 certification covering the scope of the contract and pertaining directly to the Consultant; or,
- b. Annually provide a copy of a third-party audit covering the security controls relevant to hardware, software, or services provided under this contract and pertaining directly to the Consultant. Audit results and Consultant's plan to correct any negative findings must also be made available to the Company; or,
- c. Allow Company to conduct an assessment, audit, examination, or review of Consultant's security controls to confirm Consultant's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Consultant's privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Consultant no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Consultant's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Consultant shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

40.4 SECURITY BREACH PROCEDURES; EQUITABLE RELIEF

In the event of a Consultant, or Subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

- a. Consultant shall:
 - (i) Notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after Consultant becomes aware of it, by telephone and email; and
 - (ii) Provide the Company with the name and contact information for any Personnel who shall serve as Consultant's primary security contact and shall be available to assist the Company with Security Incident management, response, and recovery associated with the Security Incident.
- b. Immediately following Consultant's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Consultant agrees to coordinate with Company in Company's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Company.
- c. Consultant shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Consultant's expense in accordance with applicable privacy laws, regulations, and standards. Consultant shall reimburse Company for actual reasonable costs incurred by Company in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.
- d. Consultant shall fully cooperate at its own expense with Company in any litigation or other formal action deemed reasonably necessary by Company to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.
- e. Consultant acknowledges that any breach of Consultant's obligations set forth in this Article may cause Company substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Company is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Company may be entitled at law or in

equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

40.5 OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE

- a. In addition to any other obligations that arise on termination or expiration of this Contract, the Parties agree that, on any expiration or termination of this Contract, upon completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request, regardless of the circumstance:
- (i) If Consultant has access to Company facilities or systems, Consultant shall immediately surrender to Company all access cards, security passes, passwords and other such devices granting access to any Work Site or to Company networks or computer systems; and
 - (ii) If Consultant has Company Data, Consultant shall return any Company Data that is in its care, custody or control to Company in the format requested by Company and Consultant shall, after receiving Company's written confirmation that it can read the Data provided by Consultant, permanently delete any copies of the Data in Consultant's care, custody or control.
 - (iii) If Consultant has Company hardware or removable media, Consultant will return to Company all hardware and removable media provided by Company that contains Company Data. Company Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Company Data is owned by Consultant or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request. Consultant's destruction or erasure of Company Data pursuant to this Article must be in compliance with NIST or ISO Standards.
- b. Prior to the expected expiration or termination of a Contract Document by either Party for any reason, or prior to the expected expiration or termination of this Contract for any reason, including the default of the terms of a Contract Document or a default under this Contract, Consultant agrees to provide Company with the reasonable assistance services requested by Company. These services will include, at a minimum, converting data, providing parallel services until Company has transitioned to a new system, providing on-site technical support, cooperating with Company or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to Company or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Company.

40.6 PROHIBITED VENDORS

Consultant may not use in the provision of Work or Services to Company, directly or indirectly using subcontractors, the services, products, component pieces or sub-assemblies of any company identified by Company or by the U.S. Government and/or regulatory authorities as a security threat (collectively, the "Prohibited Vendors"), including without limitation the companies identified by Company in Exhibit I and by the U.S. Department of Commerce (which are currently posted on the internet at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear> and as published in 15 CFR, Subchapter C, part 744, Supplement No. 4). Consultant is responsible for being familiar with the Prohibited Vendors, including additional Prohibited Vendors that Company may identify by Notice to Consultant and that the U.S. Government may identify from time to time during the term of this Contract. If Consultant fails to abide by the requirements of this Section, Company will provide Consultant with Notice and a 30 day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

ARTICLE 41. OFFICE OF FOREIGN ASSETS CONTROL SANCTIONS LISTS; STATE OR GOVERNMENT OWNED ENTERPRISES OR CORPORATIONS CYBERSECURITY

41.1 Consultant warrants that neither Consultant nor a) any parent, affiliate, or subsidiary to Consultant, or b) any officer, director, employee, agent, lobbyist, or representative of Consultant is on any sanction list maintained and published by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including but not

limited to the Specially Designated Nationals and Blocked Persons List and Consolidated Sanctions List maintained and published by OFAC and available at <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx> (collectively the “OFAC sanctions lists”). Consultant further warrants, acknowledges, and agrees that:

- a. Neither Consultant nor any a) any parent, affiliate, or subsidiary to Consultant, or b) any officer, director, employee, agent, lobbyist, or representative of Consultant is operating or acting under any alias or pseudonym to avoid detection as a person or entity on any of OFAC sanctions lists;
- b. Consultant is prohibited from and shall not, either directly or indirectly, involve or engage in any manner any person or entity that is on any of the OFAC sanctions lists in the performance of this Contract, whether as an officer, director, employee, agent, lobbyist, representative, contractor, subcontractor, vendor, consultant, supplier, materialman, or any other role or relationship of any kind; and
- c. Consultant’s obligations under this Article are ongoing, and Consultant shall remain up-to-date with recent actions and updates by OFAC and shall immediately notify Company at any time it learns that a representation made in this Article is no longer accurate or that Consultant otherwise has been or is in violation of this Article.
- d. The warranties, representations, and obligations of this Article are material to Company’s decision to enter into this Contract, and any failure or violation of same is grounds for termination for cause by Company as a material breach of a provision of the Contract.

Consultant further agrees that it will fully comply and cooperate with Company in any inquiry, request, or investigation initiated by OFAC arising from or related to Consultant’s performance under this Contract and will defend, indemnify, and hold harmless Company, its agents, representatives, and employees of and from all fines, fees, penalties, or other liabilities or damages of any kind arising from or related to any failure or violation of Consultant’s warranties, representations, and obligations under this Article. This obligation is in addition to and not in derogation of any other obligation Consultant may have to defend, indemnify, or hold harmless Company, its agents, representatives, and employees under this Contract.

41.2 Consultant warrants that neither Consultant nor any parent, affiliate, or subsidiary to Consultant has fifty-percent (50%) or more equity ownership by a state-owned enterprise or government owned-corporation acting on behalf of the following foreign countries (the “prohibited countries”):

Afghanistan	Crimea Region of Ukraine	Russia	Venezuela
Angola	Iran		Somalia
Yemen	Chad		Iraq
Sudan	China		Libya
Syria	Congo		North Korea
Uganda			

Consultant further warrants, acknowledges, and agrees that:

- a. Consultant is prohibited from and shall not, either directly or indirectly, involve or engage in any manner any entity with fifty-percent (50%) or more equity ownership by a state-owned enterprise or government owned-corporation acting on behalf of any of the prohibited countries in the performance of this Contract, whether as a contractor, subcontractor, vendor, consultant, supplier, materialman, or any other role or relationship of any kind, without first fully disclosing said involvement or engagement to Company;
- b. Consultant’s obligations under this Article are ongoing, and Consultant shall immediately notify Company in the event a state-owned enterprise or government owned-corporation acting on behalf of any of the prohibited countries attains or acquires fifty-percent (50%) or more equity ownership in Consultant, or any parent, affiliate, or subsidiary to Consultant, or at any time Consultant learns a state-owned enterprise or government owned-corporation acting on behalf of any of the prohibited countries has or has attained or acquired a fifty-percent (50%) or more equity ownership in any entity directly or indirectly involved or engaged by Consultant in the performance of this Contract;
- c. In the event of such disclosure or notice, Company shall have the right, in its sole discretion, to terminate the Contract for cause by Company as a material breach of a provision of the Contract, or, in the event the disclosure involves an entity other than Consultant or any parent, affiliate, or subsidiary to Consultant, Consultant shall, in addition to the right to termination, have the alternative right, in its sole discretion, to

reject said entity's further involvement or engagement in the performance of the Contract, in which case Consultant shall immediately terminate said entity's involvement or engagement.

41.3 Consultant acknowledges and agrees that the warranties, representations, and obligations of this Article are material to Company's decision to enter into this Contract, and any failure or violation of same is grounds for termination for cause by Company as a material breach of a provision of the Contract.

ARTICLE 42. CALIFORNIA CONSUMER PRIVACY ACT

Consultant agrees that, in connection with the performance of its obligations hereunder, it is a "service provider" of Company within the meaning of the California Consumer Privacy Act (as in effect from time to time, including all applicable regulations issued thereunder, the "CCPA"). Accordingly, Consultant agrees to comply with all of the requirements of the CCPA that apply to service providers (as defined under the CCPA), including without limitation the prohibition on retaining, using, selling or disclosing personal information (as so defined) provided by or collected on behalf of Company for any purpose other than for the specific business purpose of performing obligations on behalf of Company hereunder, or as otherwise permitted under the CCPA. Moreover, to the extent Consultant's obligations under this Agreement include the collection of personal information on behalf of Company, Consultant agrees that it shall limit the personal information it collects to that personal information which is necessary to enable it to perform its obligations under this Contract. Consultant will defend, indemnify and hold Company harmless from and against any claims and losses (including reasonable attorney's fees) to the extent arising from actual or alleged breaches of this Section or violations of the CCPA by Consultant with respect to personal information received, collected, processed, disclosed or retained by Consultant in connection with the performance or non-performance of its obligations under this Contract.

In the event Company receives a verifiable consumer request from a consumer to delete the consumer's personal information, Consultant shall delete the consumer's personal information from its records promptly upon Company's request.

In the event Company receives a verifiable consumer request from a consumer to provide the consumer with consumer's personal information stored or retained by Consultant on behalf of Company, Consultant shall promptly provide Company all of the requesting consumer's personal information retained in its records in a secure format and secure mean of transmission as is approved by Company and otherwise in a manner that is consistent with the requirements of the CCPA.

In the event Consultant either receives the foregoing requests to delete or disclose or receives a "do not sell" request, in each case, directly from a consumer whose personal information Consultant collects, processes, retains or stores on behalf of Company, Consultant shall provide prompt written notice to Company, and, as directed by Company, Consultant shall either act on behalf of Company in responding to the request or inform the consumer that the request cannot be acted upon because the request has been sent to a service provider instead of Company.

ARTICLE 43. ASSIGNMENT{ TC \f C \i "1" }

Company may at any time assign its rights and delegate its obligations under this Contract, in whole or in part, including, without limitation, transferring its rights and obligations under this Contract to any: (i) affiliate; (ii) successor in interest with respect to the Work Site; or (iii) corporation or any other business entity in conjunction with a merger, consolidation, or other business reorganization to which Company is a party. Consultant shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of Company, and any attempted transfer in violation of this restriction shall be void.

ARTICLE 44. SUBCONTRACTS{ TC \f C \i "1" }

Consultant shall not subcontract any or all of the Work without prior written consent of Company which shall not be unreasonably withheld. Consultant shall be fully responsible for the acts or omissions of any Subcontractors of any tier and of all persons employed by them, shall maintain complete control over all such Subcontractors, and neither the consent by Company, nor anything contained herein, shall be deemed to create any contractual relation between the Subcontractors of any tier and Company.

Company is committed to and understands the importance of promoting diversity among its consultants and their Subcontractors by increasing the amount of business conducted with qualified diverse business enterprises, including women-owned, minority-owned, disabled veteran-owned, and lesbian, gay, bisexual, and transgender ("LGBT")-owned businesses. Company expects the same level of commitment from Consultant when it subcontracts any of the

Work to Subcontractors of any tier. In the event of any spend activity with qualified diverse Subcontractors in a given monthly period, Consultant shall submit, by the 10th day of the following month, the Diversity Subcontractor Spend Report included as Exhibit H. Consultant shall submit the Diversity Subcontractor Spend Report to supplierdiversity@pacificcorp.com.

In the event that a state agency or regulatory commission audits any Company report or filing concerning diverse consultant spend activity that had been prepared utilizing information provided at least in part by Consultant, Consultant shall provide Company with all substantiating documentation to sufficiently support Company's report or filing within five (5) business days of any request. Examples of documentation that Company may request include, but are not limited to, contracts or purchase orders between Consultant and any of its Subcontractors identifying Company as the ultimate recipient, invoices between Consultant and any of its Subcontractors identifying Company as the ultimate recipient, and proof of payment by Consultant to any of its Subcontractors.

ARTICLE 45. NON-EXCLUSIVE RIGHTS{ TC \f C \l "1" }

Nothing in this Contract is to be construed as granting to Consultant an exclusive right to provide any or all of the Work anticipated herein. The use of Consultant's services is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Consultant.

ARTICLE 46. NONWAIVER{ TC \f C \l "1" }

The failure of Company to insist upon or enforce strict performance by Consultant of any of the terms of this Contract or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of Company's right to enforce such terms or rights on any future occasion.

ARTICLE 47. SEVERABILITY{ TC \f C \l "1" }

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

ARTICLE 48. APPLICABLE LAW AND VENUE{ TC \f C \l "1" }

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Oregon. Any litigation between the Parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Oregon and Consultant consents to jurisdiction by such courts. 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 CONTRACT. 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. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

FOR WORK PERFORMED IN CALIFORNIA, THE FOLLOWING JURY TRIAL WAIVER AND ARBITRATION PROVISION APPLIES. 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 CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. IF A WAIVER OF JURY TRIAL IS DEEMED BY ANY COURT OF COMPETENT JURISDICTION TO NOT BE ENFORCEABLE FOR ANY REASON, THEN TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO AGREE TO BINDING ARBITRATION. SUCH ARBITRATION SHALL BE IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA). NOTWITHSTANDING ANY AAA RULES AND PROCEDURES, OR ANY OTHER PROVISION OF ANY STATE OR FEDERAL LAWS, THE PARTIES AGREE THAT THE ARBITRATORS SHALL NOT CONSIDER OR AWARD PUNITIVE DAMAGES AS A REMEDY. UPON THE COMPANY'S REQUEST, AAA SHALL PROVIDE THE PARTIES A LIST OF ARBITRATORS EACH OF WHOM HAVE EXPERIENCE AND EXPERTISE APPLICABLE TO THE WORK. UPON EACH OF THE PARTIES' RECEIPT OF SUCH LISTS, EACH PARTY SHALL HAVE TEN (10) DAYS TO SELECT AN ARBITRATOR. THE TWO SELECTED ARBITRATORS SHALL THEN SELECT A THIRD ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE DATE THE INITIAL TWO ARBITRATORS WERE SELECTED AND THE MATTER SUBJECT TO ARBITRATION SHALL BE ARBITRATED AND A DECISION OF THE ARBITRATORS ISSUED WITHIN SIXTY (60) DAYS AFTER THE SELECTION OF THE THIRD ARBITRATOR.

ARTICLE 49. ENTIRE AGREEMENT; DOCUMENTS INCORPORATED BY REFERENCE TC of C VI "1" }

This Contract and any referenced exhibits and attachments, constitute the complete agreement between the Parties. All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into and superseded by this Contract, which fully and completely expresses the agreement of the Parties with respect to the subject matter hereof. Any Scope of Work, drawings, schedules or other documents listed in this Contract are incorporated by reference into this Contract. In the event of a conflict between (i) any Scope of Work, drawings, schedules or other attachment or exhibit to this Contract and (ii) the above terms and conditions of this Contract, the above terms and conditions of this Contract shall take precedence and control.

Company assumes no responsibility for any understanding or representation made by any of its employees, officers or agents during or prior to the negotiations and execution of this Contract, unless such understanding or representation is expressly stated in the Contract.

[Signature Page Follows]

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ARTICLE 50. EXECUTION AND EFFECTIVE DATE{ TC of C \ "1" }

This Contract has been executed by duly authorized representatives of the Parties and shall only be effective as of date of execution by both Parties.

CONSULTANT:
[[NAME (PRIMARY SECOND PARTY)]]

COMPANY:
[[NAME (PRIMARY FIRST PARTY)]]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Type or Print)

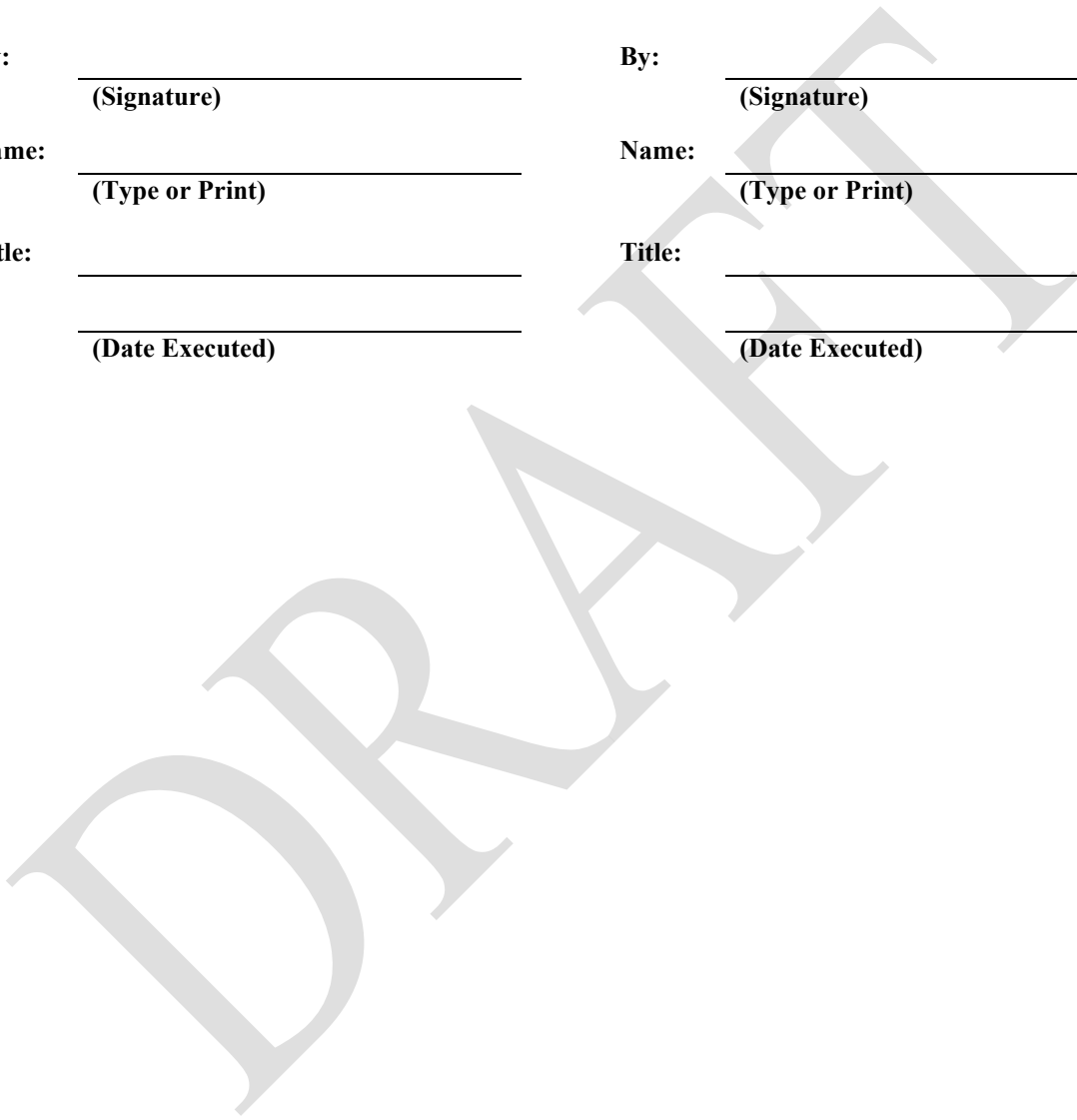
Name: _____
(Type or Print)

Title: _____

(Date Executed)

Title: _____

(Date Executed)



CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of PacifiCorp's **Application for Approval of 2022 All-Source Request for Proposals** on the parties listed below via electronic mail and/or overnight delivery in compliance with OAR 860-001-0180.

Service List UM 2059

MATTHEW MULDOON (C) (HC) PUBLIC UTILITY COMMISSION OF OREGON PO BOX 1088 SALEM OR 97308-1088 matt.muldoon@puc.oregon.gov	JACK STODDARD MORGAN LEWIS & BOCKIUS ONE MARKET SPEAR STREET TOWER SAN FRANCISCO CA 94105 fjackson.stoddard@morganlewis.com
ALLIANCE OF WESTERN ENERGY CONSUMERS	
BRENT COLEMAN (C) DAVISON VAN CLEVE, PC 1750 SW HARBOR WAY, SUITE 450 PORTLAND OR 97201 blc@dvclaw.com	BRADLEY MULLINS (C) MOUNTAIN WEST ANALYTICS 1750 SW HARBOR WAY STE 450 PORTLAND OR 97201 brmullins@mwanalytics.com
TYLER C PEPPLER (C) DAVISON VAN CLEVE, PC 1750 SW HARBOR WAY STE 450 PORTLAND OR 97201 tcp@dvclaw.com	
AVANGRID RENEWABLES	
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INNERGEX	
SEAN YOVAN INNERGEX syovan@innergex.com	
INTERMOUNTAIN WIND	
DAVID D'ALESSANDRO STINSON LLP 1775 PENNSYLVANIA AVE. NW WASHINGTON DC 20006 david.dalessandro@stinson.com	PAUL MARTIN INTERMOUNTAIN WIND PO BOX 353 BOULDER CO 80306 paul@intermountainwindllc.com
HARVEY REITER STINSON LLP	

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NIPPC	
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IRION A SANGER (C) SANGER LAW PC 1041 SE 58TH PLACE PORTLAND OR 97215 irion@sanger-law.com	
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OREGON CITIZENS' UTILITY BOARD 610 SW BROADWAY, STE 400 PORTLAND OR 97205 dockets@oregoncub.org	MICHAEL GOETZ (C) OREGON CITIZENS' UTILITY BOARD 610 SW BROADWAY STE 400 PORTLAND OR 97205 mike@oregoncub.org
SUDESHNA PAL (C) OREGON CITIZENS UTILITY BOARD sudeshna@oregoncub.org	
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PACIFICORP, DBA PACIFIC POWER 825 NE MULTNOMAH ST, STE 2000 PORTLAND OR 97232 oregondockets@pacificorp.com	CARLA SCARSELLA (C) PACIFIC POWER 825 MULTNOMAH STREET STE 2000 PORTLAND OR 97232 carla.scarsella@pacificorp.com
RENEWABLE NORTHWEST	
RENEWABLE NORTHWEST 421 SW 6TH AVE., STE. 975 PORTLAND OR 97204 dockets@renewablenw.org	MAX GREENE (C) RENEWABLE NORTHWEST 421 SW 6TH AVE STE 975 PORTLAND OR 97204 max@renewablenw.org
STAFF	
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SWAN LAKE NORTH HYDRO LLC	
NATHAN SANDVIG SWAN LAKE NORTH HYDRO LLC 404 WYMAN STREET WALTHAM MA 02451 nathan.sandvig@nationalgrid.com	ERIK STEIMLE SWAN LAKE NORTH HYDRO LLC 220 NW 8TH AVE PORTLAND OR 97209 erik@ryedevelopment.com
CHRIS ZENTZ VAN NESS FELDMAN LLP cdz@vnf.com	

Dated this 2nd day of September, 2021.



Mary Penfield
Adviser, Regulatory Operations

CERTIFICATE OF SERVICE

I certify that I delivered a true and correct copy of PacifiCorp's **Application for Approval of 2022 All-Source Request for Proposals** on the parties listed below via electronic mail and/or or overnight delivery in compliance with OAR 860-001-0180.

Service List UE 374

BILL EHRLICH (C) (HC) TESLA 3500 DEER CREEK RD PALO ALTO CA 94304 wehrlich@tesla.com	STEVE ELZINGA (C) CHARGEPOINT INC 693 CHEMEKETA ST NE SALEM OR 97301 steve@shermlaw.com
FRANCESCA WAHL (C) (HC) TESLA 6800 DUMBARTON CIRCLE FREMONT CA 94555 fwahl@tesla.com	LLOYD REED (C) (HC) REED CONSULTING 10025 HEATHERWOOD LANE HIGHLANDS RANCH CO 80126 lloyd.reed@lloydreedconsulting.com
CRYTAL RIVERA (C) (HC) SOMACH SIMMONS & DUNN 500 CAPITOL MALL STE 1000 SACRAMENTO CA 95814 crivera@somachlaw.com	
AWEC	
TYLER C PEPPLER (C) (HC) DAVISON VAN CLEVE, PC 1750 SW HARBOR WAY STE 450 PORTLAND OR 97201 tcp@dvclaw.com	BRENT COLEMAN (C) (HC) DAVISON VAN CLEVE, PC 1750 SW HARBOR WAY STE 450 PORTLAND OR 97201 blc@dvclaw.com
CALPINE SOLUTIONS	
GREGORY M. ADAMS (C) RICHARDSON ADAMS, PLLC PO BOX 7218 BOISE ID 83702 greg@richardsonadams.com	GREG BASS CALPINE ENERGY SOLUTIONS, LLC 401 WEST A ST, STE 500 SAN DIEGO CA 92101 greg.bass@calpinesolutions.com
KEVIN HIGGINS (C) ENERGY STRATEGIES LLC 215 STATE ST - STE 200 SALT LAKE CITY UT 84111-2322 khiggins@energystrat.com	
CHARGEPOINT	
ALEXANDRA LEUMER (C) CHARGEPOINT	SCOTT DUNBAR (C) KEYES FOX & WIEDMAN LLP

alexandra.leumer@chargepoint.com	1580 LINCOLN ST, STE 880 DENVER CO 80203 sdunbar@kfwlaw.com
OREGON CITIZENS UTILITY BOARD	
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ROBERT JENKS (C) (HC) OREGON CITIZENS' UTILITY BOARD 610 SW BROADWAY, STE 400 PORTLAND, OR 97205 bob@oregoncub.org	
FRED MEYER	
JUSTIN BIEBER (C) FRED MEYER/ENERGY STRATEGIES LLC 215 SOUTH STATE STREET, STE 200 SALT LAKE CITY UT 84111 jbieber@energystrat.com	KURT J BOEHM (C) BOEHM KURTZ & LOWRY 36 E SEVENTH ST - STE 1510 CINCINNATI OH 45202 kboehm@bkllawfirm.com
JODY KYLER COHN (C) BOEHM, KURTZ & LOWRY 36 E SEVENTH ST STE 1510 CINCINNATI OH 45202 jkylercohn@bkllawfirm.com	
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PACIFICORP	
PACIFICORP, DBA PACIFIC POWER 825 NE MULTNOMAH ST, STE 2000 PORTLAND, OR 97232 oregondockets@pacificorp.com	MATTHEW MCVEE (C) PACIFICORP 825 NE MULTNOMAH ST STE 2000 PORTLAND, OR 97232 matthew.mcvee@pacificorp.com
ETTA LOCKEY (C) PACIFIC POWER 825 NE MULTNOMAH ST., STE 2000 PORTLAND OR 97232 etta.lockey@pacificorp.com	

SBUA	
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SIERRA CLUB	
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CHRISTOPHER M BZDOK (C) (HC) OLSON BZDOK & HOWARD 420 EAST FRONT ST TRAVERSE CITY MI 49686 chris@envlaw.com	
STAFF	
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TESLA INC	
KEVIN AUERBACHER (C) (HC) TESLA, INC. 601 13TH ST NW, 9TH FL NORTH WASHINGTON DC 20005 kauerbacher@tesla.com	JOHN DUNBAR (C) (HC) DUNBAR LAW LLC 621 SW MORRISON STREET STE 1025 PORTLAND OR 97205 jdunbar@dunbarlawllc.com
VITESSE LLC	
R BRYCE DALLEY (C) FACEBOOK INC 2400 S BERTSINGER RD RIDGEFIELD WA 98642 rbd@fb.com	LIZ FERRELL (C) FACEBOOK, INC. 1 HACKER WAY MENLO PARK CA 94205 eferrell@fb.com
IRION A SANGER (C) SANGER LAW PC 1041 SE 58TH PLACE PORTLAND OR 97215 irion@sanger-law.com	
WALMART	
VICKI M BALDWIN (C)	STEVE W CHRISS (C)

PARSONS BEHLE & LATIMER
201 S MAIN ST STE 1800
SALT LAKE CITY UT 84111
vbaldwin@parsonsbehle.com

WAL-MART STORES, INC.
2001 SE 10TH ST
BENTONVILLE AR 72716-0550
stephen.chriss@wal-mart.com

Dated this 2nd day of September, 2021.



Mary Penfield
Adviser, Regulatory Operations

CERTIFICATE OF SERVICE

I certify that I filed a true and correct copy of PacifiCorp's **Application for Approval of 2022 All-Source Request for Proposals** on the parties listed below via electronic mail and/or overnight delivery in compliance with OAR 860-001-0180.

Service List LC 77

OREGON CITIZENS UTILITY BOARD	
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Mary Penfield
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