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Send confidential information, voluminous reports, or energy utility Results of Operations Reports to PUC Filing Center, PO Box 1088, Salem, OR 97308-1088 or by delivery service to 201 High Street SE Suite 100, Salem, OR 97301.



ADAM LOWNEY
Direct (503) 595-3926
adam@mrg-law.com

March 18, 2022

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
Filing Center
P.O. Box 1088
201 High Street SE, Suite 100
Salem, Oregon 97308-1088

Re: Idaho Power Company's Notice of Exception under OAR 860-089-0100.

Attention Filing Center:

In accordance with OAR 860-089-0100(3) and (4), Idaho Power Company ("Idaho Power") provides the enclosed report detailing the circumstances related to a time-limited opportunity to acquire a resource of unique value to Idaho Power's customers. This report is being served on all parties to Idaho Power's last general rate case, UE 233, Idaho Power's last Integrated Resource Plan case, LC 78, and last request for proposal case, UM 2210.

The enclosed report contains commercially sensitive information that is provided as confidential under OAR 860-001-0070. Confidential information will be provided upon request to those that execute a non-disclosure agreement; please contact Idaho Power's legal counsel listed below for additional information.

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

Donovan E. Walker Idaho Power Company 1221 West Idaho Street (83702) P.O. Box 70 Boise, Idaho 83707 dwalker@idahopower.com	Adam Lowney McDowell Rackner Gibson PC 419 SW 11 th Ave., Suite 400 Portland, OR 97205 adam@mrg-law.com
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March 18, 2022
Page 1

Please direct inquiries regarding this filing to Donovan E. Walker at (208) 388-5317.

Sincerely,

A handwritten signature in blue ink that reads "Adam Lowney". The signature is written in a cursive style with a large initial "A".

Adam Lowney, OSB # 053124

Enclosures

cc: Service Lists for Dockets UE 233, LC 78, and UM 2210

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of Idaho Power Company’s NOTICE OF EXCEPTION UNDER OAR 860-089-100 on the parties to Dockets LC 78, UE 233, and UM 2210, Idaho Power’s previous IRP, rate case, and RFP filings, on the date indicated by email addressed to said person(s) at his or her last-known address(es) indicated below.

LC 78 Service List

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DATED: March 18, 2022

/s/ Suzanne Prinsen

Suzanne Prinsen
Legal Assistant

RESOURCE PROCUREMENT FOR ELECTRIC COMPANIES

**REPORT TO THE
PUBLIC UTILITY COMMISSION OF OREGON
PURSUANT TO OAR 860-089-100
(Redacted)**

IDAHO POWER COMPANY
ACQUISITION OF SOLAR AND BATTERY STORAGE RESOURCES
FOR 2023

March 18, 2022

I. INTRODUCTION

Idaho Power Company (“Idaho Power” or “Company”), in accordance with OAR 860-089-100(3) and (4), hereby respectfully submits this report explaining the circumstances related to a time-limited opportunity to acquire a resource of unique value to Idaho Power customers. Under the Public Utility Commission of Oregon’s (“Commission”) Competitive Bidding Rules (“CBRs”),¹ an electric utility such as Idaho Power must comply with the CBRs for the acquisition of a generation resource or contract 80 megawatts (“MW”) and larger and five years or longer in length, subject to certain exceptions.² An exception to this requirement is where “[t]here is a time-limited opportunity to acquire a resource of unique value to the electric company’s customers.”³ When this exception to the CBRs applies, the electric company must file a report with the Commission explaining the relevant circumstances of the acquisition.⁴

In this filing, Idaho Power provides notice that it has acquired two resources subject to the exception for a time-limited opportunity to acquire a resource of unique value to the electric company’s customers: (1) a 40 MW power purchase agreement (“PPA”) with Black Mesa Energy, LLC (“Black Mesa”) that will be paired with a 40 MW battery storage resource owned by Idaho Power; and (2) a stand-alone 80 MW battery storage resource that will be owned by Idaho Power.

¹ OAR Chapter 860, Division 089.

² OAR 860-089-100(1).

³ OAR 860-089-100(3)(b).

⁴ OAR 860-089-100(4).

II. BACKGROUND

A. Idaho Power's 2021 RFP

Since the Company's 2019 Integrated Resource Plan ("IRP") was acknowledged on April 15, 2021,⁵ Idaho Power's analysis reflecting more up-to-date market and load conditions has indicated a near-term capacity deficit as early as 2023.

In order to meet its obligations to reliably serve customer load and given the extremely short turn-around to construct a resource to meet a summer 2023 deficit, particularly in the midst of supply chain disruption, ongoing COVID-19 impacts, and constraints in the industry and in ancillary industries, the Company conducted a competitive solicitation through a request for proposal ("RFP") seeking to acquire up to 80 MW of peak capacity resources to meet the 2023 capacity deficit. To meet the 2023 resource need, the projects must achieve commercial operation by June of 2023. Because the RFP sought resources that were less than 80 MW, it was not subject to the CBRs.⁶

1. 2021 RFP Development

The RFP efforts began in March of 2021 when the Company assembled an interdisciplinary team to develop and process an RFP for 2023 peak capacity resources ("RFP evaluation team"). The Company also retained a consultant, Black & Veatch Management Consulting, LLC, to assist the RFP evaluation team with development of the RFP and to provide guidance and evaluation support of the Company's RFP process. The RFP evaluation team developed detailed criteria and a methodology for evaluating

⁵ *In the Matter of Idaho Power Company's 2019 Integrated Resource Plan*, Docket LC 74 Order No. 21-184 (June 4, 2021).

⁶ OAR 860-089-0100(1)(a).

both price and qualitative attributes of a proposed resource. On June 30, 2021, the RFP evaluation team issued a formal request for competitive proposals for up to 80 MW of electric generating capacity. The RFP document is attached hereto as Exhibit 1. The RFP document sets forth the process and procedure utilized to solicit and evaluate the proposals as to meeting the Company and its customers' present needs.

A public Notice of Intent was released on May 21, 2021, to industry developers and media outlets and was posted to Idaho Power's website noticing Idaho Power's intent to release the RFP.⁷ Interested developers responded with an Intent to Bid by June 11, 2021. The "2021 All Source Request for Proposals for Peak Capacity Resources" was sent directly to 38 developers. The RFP solicitation identified the purpose, key product specifications, proposal format, qualitative and quantitative evaluation criteria, template draft form term sheet ("Build Transfer Agreement" or "BTA"), technical specifications, and additional requirements necessary to submit a qualifying proposal. The RFP evaluation process assesses both price and non-price attributes.

2. 2021 RFP Results

Idaho Power received 14 proposals on August 11, 2021, from eleven different developers spanning a variety of product types. After thorough review and scoring of the bids, the Company ultimately selected a bid submitted by Black Mesa. Of the 14 bids received, six were eliminated as incomplete or not meeting the RFP criteria, and nearly all the others except Black Mesa were higher priced and/or had a questionable ability to achieve commercial operation by June 2023, due to interconnection and other issues.

⁷ *Idaho Power Will Seek New Resources to Meet Growing Demand for Electricity*, Idaho Power, available at: <https://www.idahopower.com/news/idaho-power-will-seek-new-resources-to-meet-growing-demand-for-electricity/>.

Black Mesa's bid consisted of a combination solar photovoltaic ("PV") PPA plus a BTA battery storage proposal. However, through subsequent negotiations, Black Mesa informed the Company that it was no longer interested in pursuing the BTA battery storage option. Instead, Black Mesa offered to coordinate with Idaho Power on a Company-procured battery storage facility on their solar PV site if the solar PV PPA was approved and moved forward to implementation. As a result, Black Mesa's current configuration calls for a 20-year PPA for the 40 MW output from the Black Mesa solar PV generation facility that will supply energy to the Company's system together with an Idaho Power-owned 40 MW battery storage facility.

B. Idaho Power's Parallel Investigation to Address Near-Term Capacity Need.

In parallel to the 2021 RFP, the Company investigated possible modifications to existing demand response programs, expansion of the existing pricing programs, different configurations of Company-owned and constructed battery storage systems, and the potential for other short-term market solutions in attempts to meet the forecasted capacity deficits.

1. Demand Response Program

When analyzing Idaho Power's system on an hour-by-hour basis, the results indicated the ability of its existing demand response programs to meet peak load under the changing dynamics of Idaho Power's system was significantly lower than previously assumed. Under current demand response program parameters, the Effective Load Carrying Capacity ("ELCC") of the existing 380 MW demand response portfolio is estimated to be approximately 17 percent. That is, of the total 380 MW demand response portfolio capacity, only 65 MW can be relied upon to meet the highest-risk Loss-of-Load

Probability (“LOLP”) hours, or the statistical likelihood of the system demand exceeding the available generating capacity during a given time period, typically an hour. The existing demand response programs, as structured, are not effective at meeting system needs over the planning horizon.

Idaho Power evaluated potential modifications to program parameters to better align the resource with system needs. The Company conducted several sensitivity analyses to determine the parameter adjustments needed to more effectively meet the high-risk LOLP hours. The Company identified several program criteria, including events per week, events per season, time available, length of program season, and total hours dispatched per week, and then evaluated the impact to the ELCC of the demand response portfolio based on changes to the identified criteria. The sensitivity analyses concluded that the dispatch times available and the length of the program season had the highest impact on the ELCC of demand response.

With the identified modifications to the demand response portfolio, Idaho Power estimates the ELCC of the same 380 MW portfolio increases to 58.5 percent, or approximately 176 MW, a 170 percent improvement in effectiveness from current program parameters. However, clarity on program subscription and the resulting ELCC will not occur until mid-May 2022 providing some uncertainty around contribution to peak load during the upcoming program seasons. Idaho Power received approval from both the Commission and the Idaho Public Utilities Commission (“IPUC”) to implement these

program changes, which will be effective prior to the 2022 demand response season that begins June 15, 2022.⁸

The Company also identified additional demand response potential as part of its 2021 IRP, based in part, on a Northwest Power and Conservation Council (“NWPCC”) assessment of demand response potential in the Northwest.⁹ The 2021 IRP capacity expansion modeling included 20 MW of incremental cost-effective demand response in 2023.¹⁰

2. Pricing Programs

The NWPCC assessment of demand response also included the potential associated with pricing programs, notably time-of-use (“TOU”) and critical peak pricing (“CPP”), for possible peak shifting. The Company currently has existing TOU offerings in both its Idaho and Oregon jurisdictions, with 1,000 customers enrolled in the Idaho offering and less than five customers enrolled in the Oregon pilot program. With the level of customer participation data, the sample used to develop a comprehensive and reliable

⁸ On October 1, 2021, and November 23, 2021, following completion of the evaluation, the Company filed a request in IPUC Case No. IPC-E-21-32 and Advice No. 21-12, respectively, to modify several demand response programs to address the changes in system need and operations. On February 8, 2022, the Commission approved Idaho Power’s proposed modifications to the demand response programs and on March 4, 2022, the IPUC issued Order No. 35336, approving the proposed modifications to the demand response programs as well.

⁹ As part of the rigorous examination of the potential for expanded demand response, the Company utilized a NWPCC assessment of demand response potential in the Northwest. Based on this assessment Idaho Power estimated 584 MW of demand response potential within the Company’s service area. With the assumed reduction in participation beginning in 2022 as a result of the demand response program modifications approved with Order No. 35336, the 380 MW nameplate capacity was adjusted to 300 MW. The 2021 IRP modeling process included the total 584 MW of demand response potential, with an estimate of 300 MW of capacity from existing resources, and the 280 MW of additional demand response available for selection in the AURORA long-term capacity expansion modeling. This additional demand response capacity was divided into 20-MW bundles per year for selection by the model up to the threshold.

¹⁰ It is important to note that Idaho Power first identified the 2023 capacity deficit in March 2021, when the 2021 IRP was still in development, prior to finalizing the demand response program evaluation. Recognizing the urgency of the capacity deficit, the Company began work to develop and process an RFP for 2023 peak capacity resources while the 2021 IRP was in development.

assessment of residential peak shifting would be outside an acceptable margin of error tolerance limit at approximately +/- 60 percent. As such, circumstantial behavioral changes could misrepresent peak shifting impacts when expanded to the full residential customer class. Without comprehensive historical data from a larger sample population, Idaho Power believes it is premature to modify existing, or implement new pricing programs as a potential resource solution to the 2023 capacity deficiency.

3. Battery Storage Systems

Idaho Power investigated different configurations of Company-owned and constructed battery energy storage systems. The Company performed this analysis in parallel with the 2021 RFP because Idaho Power was unclear what bids would be received. The Company was concerned that bids may not have the ability to meet the 2023 capacity deficit and necessary in-service date.

As part of its investigation, Idaho Power sent a request for quotes (“RFQ”) to eight different battery manufacturers. The indicative pricing received from these suppliers was comparable to the lowest-cost proposals for similar battery storage projects submitted through the 2021 RFP process.

C. 40 MW Black Mesa PPA and 40 MW Battery Storage Facility

Based on its selection in the 2021 RFP, on February 16, 2022, Idaho Power and Black Mesa entered into a 20-year PPA for the sale and purchase of 40 MW AC of renewable solar PV generation from the Black Mesa project. The commercial operation date in the PPA is June 1, 2023, meaning that the generation will be available to meet Idaho Power’s 2023 summer peak capacity need. An executed copy of the PPA is attached as Confidential Exhibit 2. [REDACTED]

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[REDACTED]

On February 28, 2022, executed a contract with Powin Energy Corporation (“Powin”), for the purchase of a battery energy storage system to provide for a minimum capacity of 40 MW. Powin was selected through the RFQ process discussed above as the most economic and viable option for meeting the Company’s energy storage needs.

This 40 MW energy storage facility may be co-located with the Black Mesa 40 MW solar PV facility. However, the Company does have flexibility to locate the 40 MW of battery storage at a more cost-effective location, should one be identified. Idaho Power will continue to evaluate other potential sites suitable for the 40 MW of energy storage, those that will provide the most benefit to Idaho Power and its customers, including, but not limited to, a location that provides for reliable system operations and a site for which the Company qualifies to receive investment tax credits, reducing overall costs to customers.

As required by Idaho law, the Company will file an Application for a Certificate of Public Convenience and Necessity related to the battery storage facility.

D. 80 MW Battery Storage Facility

The Company’s investigation and evaluation of potential battery storage facilities also identified a feasible self-build option that could be commercially operable by June 2023—an 80 MW stand-alone battery storage facility. The Idaho Power-owned 80 MW energy storage project consists of 80 MW of battery storage, which will be served by system energy. The contract executed with Powin includes a battery energy storage system necessary to meet the minimum capacity of 80 MW.

The Company has identified the Hemingway substation as a viable location for the 80 MW energy storage project. However, as with the 40 MW storage facility, the Company

will continue to evaluate other potential sites suitable for the 80 MW of energy storage, those that will provide the most benefit to Idaho Power and its customers.

As required by Idaho law, the Company will file an Application for a Certificate of Public Convenience and Necessity related to the battery storage facility.

E. Micron Special Contract

At the time Idaho Power was evaluating the 2021 RFP project bids, the Company was simultaneously negotiating with Micron Technology, Inc. (“Micron”), a current Idaho special contract customer, to provide a modified special contract to allow the customer to cover up to 100 percent of their annual energy use with a new renewable resource. As a result of those negotiations, Idaho Power and Micron have entered into a proposed Energy Service Agreement (“ESA”),¹² which envisions Idaho Power procuring an initial 40 MW renewable resource (the Black Mesa solar PV PPA) on behalf of—and to be paid for by—Micron. The proposed ESA was submitted to the IPUC on March 10, 2022, for approval and is attached as Exhibit 3. This arrangement is comparable to the special contract with Brisbie LLC (“Brisbie”), which was the subject of docket UM 2226.

Idaho Power viewed the timing of Micron’s interest in a new renewable resource and Idaho Power’s system capacity needs as a potential “win-win” opportunity. That is, the PPA with Black Mesa will provide for the earliest renewable resource option available to meet Micron’s needs, while at the same time allowing Idaho Power to utilize the energy output from Black Mesa’s solar PV facility to fuel energy storage to meet system resource needs, with 100 percent of the solar output costs being paid for by Micron.

¹² The revised special contract is intended to fully replace the current special contract between Idaho Power and Micron, which has been in effect since December 29, 2009.

Like the Brisbie ESA, Micron's ESA encompasses pricing associated with retail electric service from Idaho Power, cost and credit components associated with new renewable resources, and terms and conditions governing the structure of the new arrangement, including provisions necessary to prevent cost shifts to other Idaho Power customers for the cost of the renewable resources procured on behalf of Micron.

Under the proposed Micron ESA, Idaho Power will procure, on Micron's behalf, renewable resources to assist Micron in meeting a portion of its annual energy requirements with energy generated by those resources. The ESA envisions an initial renewable resource—the Black Mesa solar PPA—and provides flexibility for Idaho Power to work with Micron to develop additional renewable resources in Idaho Power's service area, if mutually agreeable, to support Micron's renewable goals. The associated Renewable Energy Certificates ("RECs") will be retained and retired by Idaho Power on behalf of Micron.

The resources will be procured on Micron's behalf by Idaho Power and connected directly to the Company's transmission system. Micron will pay for the renewable output at the PPA contract rate and will also be credited for any value those resources bring to Idaho Power's system.

At a high level, the specific pricing components in the proposed ESA call for Idaho Power to reconcile Micron's energy use against the Black Mesa production (and any future renewable resources) on an hourly basis to identify the amount of service required from Idaho Power versus the amount of generation from the renewable resource(s). More specifically:

- When the renewable resource is not generating, Micron will continue to take fully bundled service from Idaho Power at its standard Schedule 26 Monthly Energy Charge.
- When the renewable resource is generating, Micron will pay for all output at the PPA contract rate. Micron will also be assessed for the Embedded Fixed Cost of Energy for all kilowatt-hours (“kWh”) of consumption met by the renewable resource.
- A capacity value associated with the renewable resource’s contribution to peak capacity will be credited to Micron.
- In any given hour, if the renewable generation exceeds Micron’s energy use, Idaho Power will credit Micron for the value of that excess generation.
- Micron will continue to pay all fixed costs in their energy rate, as well as standard rates, charges, and fees for fully bundled service provided by Idaho Power.

Section 12.1 of the Micron ESA outlines requirements for Micron to provide credit support. The amount of support is intended to cover the energy costs associated with the PPA (included as Exhibit 2) that is the greater of \$90 per kilowatt (“kW”) of renewable resource PPA nameplate capacity or the difference between market price and the PPA price. This provision protects Idaho Power’s customers in the unlikely event of default by Micron and when the remaining cost of the renewable resource exceeds its market value. The term of the Micron ESA is proposed to remain in effect until the expiration or termination of the PPA.

Like the Brisbie ESA, the Company also performed a no harm analysis to ensure that the revenue collected under the proposed Micron ESA would cover any incremental costs incurred by Idaho Power's system to incorporate the acquisition of the renewable resource. Idaho Power completed a present-value revenue requirement analysis for two scenarios (one with and one without the ESA and PPA) and evaluated the difference in incremental system resource and power supply cost from Micron's proposed ESA and the addition of the Black Mesa PPA to ensure no costs are shifted to Idaho Power's other customers. The results of the Company's analysis show that, on a net present value basis for a 20-year period, the revenue requirement is lower by \$2.5 million in the scenario with the Micron ESA.

The no harm analysis is included as Exhibit 4.

III. DISCUSSION

A. Exception for the Black Mesa PPA and 40 MW Battery Storage System.

The Black Mesa PPA and associated storage represent a time-limited opportunity to acquire a resource of unique value to customers. First, the Company faces a capacity deficit and additional resources are necessary to meet the Company's resource needs to ensure reliable and adequate service to customers. The Black Mesa PPA and associated storage was selected as part of the 2021 RFP and was the least-cost viable bid capable of achieving commercial operation in time to meet the Company's near-term capacity need.

Second, through the Micron ESA, the Black Mesa PPA and associated storage will be able to meet Idaho Power's capacity need, while the incremental costs of the solar PV resource will be paid for by Micron. In docket UM 2226, the Commission granted a waiver

of the CBRs to allow Idaho Power to procure renewable resources in accordance with an ESA with Brisbie.¹³ In that case, Staff reasoned that the resources procured under the Brisbie ESA would not adversely impact other retail customers because Brisbie was required to pay the full costs of the renewable resources, the Company's no-harm analysis showed no adverse impact to retail customers, and the ESA minimized long-term costs and risk to retail customers through sufficient safeguards.¹⁴

Like the Brisbie ESA, the Micron ESA includes critical security provisions that mitigate the risk of stranded costs in the event of a termination of the agreement, the ESA requires Micron to pay the full costs of the solar PV PPA, the ESA ensures that Micron will pay for a reasonable share of Idaho Power's fixed capacity costs and energy required to serve its load in excess of the generation provided by the solar PV PPA, and the Company conducted a present value revenue requirement analysis demonstrating the Micron ESA will not financially harm other retail customers.

Turning to the battery storage facility, through the RFQ process, the Company received competitive bids from eight different battery manufacturers. The indicative pricing received from these suppliers was comparative to the lowest-cost proposals for similar battery storage projects submitted through the 2021 RFP process, thereby verifying the reasonableness of the RFQ pricing.

Among the suppliers from the RFQ, Powin was selected as the most economic and viable option for meeting the Company's capacity needs. By acquiring 40 MW of

¹³ *In the Matter of Idaho Power Company's Application for Waiver of Competitive Bidding Rules to Procure Renewable Resources on Behalf of a New Idaho Large Load Customer*, Docket UM 2226, Order No. 22-082 (Mar. 11, 2022).

¹⁴ *Id.*

batteries to pair with the Black Mesa PPA, the Company can cost-effectively meet its near-term capacity need.

The ability of the Black Mesa PPA and associated storage to meet the Company's urgent capacity need, while utilizing the Micron ESA to subsidize the costs of the PPA, create a time-limited opportunity of unique value to customers.

B. Exception for the 80 MW Battery Storage Resources.

The 80 MW battery storage resource also represents a time-limited opportunity to acquire a resource of unique value to customers. In addition to the 2021 RFP, the Company sought alternative resources to ensure reliable service and focused on battery storage facilities and the most likely capacity resources that could be acquired and achieve commercial operation by summer of 2023.

After considering the 2021 RFP and battery RFQ results, the Company contracted with Powin to acquire an 80 MW of stand-alone battery storage system. Together with Black Mesa and its associated 40 MW battery storage facility, the 80 MW batteries will enable the Company to meet its summer 2023 peak capacity need. And through the RFQ for battery resources and the RFP for generation and battery resources, the Company verified that the cost of the 80 MW battery storage system is the most economical solution and that Powin can deliver the batteries on time to meet the summer 2023 need.

IV. CONCLUSION

To meet Idaho Power's upcoming capacity deficit, the Company was required to procure additional capacity resources on an expedited basis. The combination of Black Mesa and its 40 MW battery storage facility and the 80 MW stand-alone battery storage facility cost-effectively meet the Company's resource need. The resources present a time

limited opportunity and provide value to customers because they can achieve commercial operation by summer 2023. Moreover, the Black Mesa solar PV PPA provides value to retail customers because the Micron ESA calls for Micron to pay for the PPA while insulating retail customers from any adverse impacts associated with the PPA.

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

IDAHO POWER COMPANY'S NOTICE OF EXCEPTION
UNDER OAR 860-089-0100

Exhibit 1

All Source Request for Proposals

March 18, 2022



2021 All Source Request for Proposals (RFP) for Peak Capacity Resources

RFP Issued: June 30, 2021

RFP Response | August 11, 2021 | 4:00 p.m. Mountain Time

PowerAdvocate No. 116534

Idaho Power Company
P.O. Box 70
Boise, ID USA 83707

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1. Disclaimer

The information contained in this Request for Proposals (RFP) is presented to assist interested parties in deciding whether or not to submit a proposal. Idaho Power Company (IPC), an operating company subsidiary of IDACORP, Inc., is issuing this RFP to solicit formal proposals from qualified companies (each a Respondent) and does not represent this information to be comprehensive or to contain all of the information that a Respondent may need to consider in order to submit a proposal. None of IPC, its affiliates, or their respective employees, directors, officers, customers, agents and consultants makes, or will be deemed to have made, any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein, or in any document or information made available to a Respondent, whether or not the aforementioned parties knew or should have known of any errors or omissions, or were responsible for their inclusion in, or omission from, this RFP.

No part of this RFP and no part of any subsequent correspondence by IPC, its affiliates, or their respective employees, directors, officers, customers, agents or consultants shall be taken as providing legal, financial or other advice or as establishing a contract or contractual obligation. IPC reserves the right to request from Respondent information that is not explicitly detailed in this document, obtain clarification from Respondents concerning proposals, conduct contract development discussions with selected Respondents, conduct discussions with members of the evaluation team and other support resources as described in this RFP. The requirements specified in this RFP reflect those presently known. IPC reserves the right to vary, in detail, the requirements and/or to issue addenda to the RFP. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to Respondents included in the current and applicable stage of the RFP.

IPC will, in its sole discretion and without limitation, evaluate proposals and proceed in the manner IPC deems appropriate. IPC reserves the right to reject any and all, or portions of any proposal submitted by Respondents for failure to meet any criteria set forth in this RFP or otherwise and to accept proposals other than the lowest cost proposal.

This RFP has been prepared solely to solicit proposals and is not a contract offer. This RFP is not binding on IPC. The only document that will be binding on IPC is an agreement duly executed by IPC and the successful Respondent (if any) after the completion of the evaluation process and the award and negotiation of an agreement. IPC reserves the right to reject any and all proposals submitted by Respondents. The issuance of this RFP does not obligate IPC to purchase any product or services offered by Respondent or any other entity. Furthermore, IPC may choose, at its sole discretion, to abandon the RFP process in its entirety. Respondents agree that they submit proposals without recourse against IPC, IDACORP Inc., any of IDACORP Inc.'s affiliates, or any of their respective employees, agents, officers, or directors for failure to accept an offer for any reason. IPC also may decline to enter into any agreement with any Respondent, terminate negotiations with any Respondent or abandon the RFP process in its entirety at any time, for any reason and without notice thereof. Respondents that submit proposals agree to do so without legal recourse against IPC, its affiliates, or their respective employees, directors, officers, customers, agents or consultants for rejection of their proposals or for failure to execute an agreement for any reason. IPC and its affiliates shall not be liable to any Respondent or other party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP. Respondent shall conform in all material respects to all applicable laws, ordinances, rules, and regulations and nothing in this RFP shall be construed to require IPC or Respondent to act in a manner contrary to law. Except

as otherwise provided in the rules and orders of the state of Idaho and Oregon Public Utilities Commissions (the Commission or Commission's), by submitting its proposal, a Respondent waives any right to challenge any valuation by IPC of its proposal. Respondent whose proposal may be selected in response to this RFP acknowledges that it assumes full legal responsibility for the accuracy, validity, and legality of the work provided in conformance with this RFP. By submitting its proposal, a Respondent waives any right to challenge any determination of IPC to select or reject its proposal. IPC reserves the right to accept the proposal in whole or in part, and to award to more than one Respondent. Furthermore, Respondent understands that any "award" by IPC does not obligate IPC in any way. IPC will not be obligated to any part unless and until IPC executes a definitive agreement between the parties.

Respondent will absorb all costs incurred in responding to this RFP, including without limitation, costs related to the preparation and presentation of its response. All materials submitted by the Respondent immediately become the property of IPC. Any exception will require written agreement by both parties prior to the time of submission.

In responding to this RFP, Respondent shall adhere to best business and ethical practices. Respondent shall adhere to IPC's Supplier Code of Conduct, available at www.idahopower.com.

Respondent is specifically notified that failure to comply with any part of this RFP may result in disqualification of the proposal, at IPC's sole discretion.

2. Purpose

2.1. BACKGROUND

Idaho Power Company, an operating company subsidiary of IDACORP Inc., is issuing this RFP to solicit formal proposals from Respondents for electric capacity resources (Products) to help meet IPC's peak electric energy needs in 2023.

IDACORP, Inc. is a holding company formed in 1998. Comprised of regulated and non-regulated businesses, its origins lie with Idaho Power, a regulated electric utility that began operations in 1916. Today, IPC is the largest regulated electric utility in the state of Idaho and IDACORP's chief subsidiary. IPC serves over 590,000 residential, business, agricultural, and industrial customers. The company's service area covers approximately 24,000 square miles, including portions of eastern Oregon. Learn more about Idaho Power at www.idahopower.com.

IPC currently serves its customers by supplying low-cost, reliable, and clean energy. Affordable, clean hydropower is the largest source of energy for customers. Power generation comes from a diverse set of resources that continues to meet a growing demand. For a more detailed description of current generation resources, please visit: www.idahopower.com/energy-environment/energy/energy-sources/.

IPC's service territory continues to experience customer growth and an increasing peak demand (load) for electricity. IPC anticipates sustained load growth that will require the procurement of new resources to meet peak summer demand and maintain system reliability. Additionally, recent changes in the regional transmission markets have constrained the transmission system external to the IPC service territory and impacted the ability to import energy from western market hubs for delivery to IPC's system. The addition of new resources to meet peak demand is critical to ensure IPC can continue to reliably meet the growing demands on its electrical system and serve its customers.

The need for additional capacity resources has been identified as early as Summer 2023 at approximately 80 megawatts (MW). Please refer to [EXHIBIT D – Information on Most Valuable Hours](#) for a more detailed description of the capacity need.

2.2. THE SOLICITATION

IPC intends to enter into agreement(s) to purchase Products for up to 80 MW of electric generating capacity delivered from resources that employ certain qualifying technologies under certain ownership arrangements. The eligible types of Products are described further in Section 3 of this RFP. Details on the proposal submission process and the proposal evaluation process are also described further in this RFP. Demand side measures are being evaluated outside of this RFP.

The process of issuing and responding to this RFP, evaluation and selection of proposals, and the negotiation and approval of the agreement(s) is known as the Solicitation. Respondents who are interested in participating in the Solicitation and submitting a proposal must first register via the third-party solicitation portal, PowerAdvocate, further described in Section 2.5 of this RFP. This RFP sets forth the terms and conditions by which IPC will perform the Solicitation. Respondent agrees to be bound by all the terms, conditions, and other provisions of this RFP and any addenda to it that may be issued by IPC. This RFP governs the Solicitation and supersedes any other written or oral form of communication between Respondents and IPC concerning the Solicitation.

2.3. REGULATORY CONTEXT

Execution of any purchase agreement will ultimately be subject to the Commission's approval. This could include, but is not limited to, approval of a certificate of public convenience and necessity (CPCN) application from IPC. IPC reserves the right to: 1) inform the Commission that IPC could not reach agreement with the Respondent of a selected resource; 2) request Commission approval of any agreements it enters into with successful Respondents (e.g., CPCN applications); and 3) to terminate any agreement if IPC fails to receive Commission approval of submitted agreements or applications. Respondent shall provide any and all information and documentation reasonably requested by IPC to support such applications and requests.

2.4. CONFIDENTIALITY

Respondent acknowledges and agrees that all information obtained or produced in relation to this RFP is the sole property of IPC and shall not be released or disclosed to any person or entity for any purpose other than providing a proposal to IPC without the express written consent of IPC. Respondent agrees not to make any public comments or disclosures, including statements made for advertising purposes, regarding this RFP to the media or any other party without prior written consent of IPC. In the event Respondent receives any inquiries regarding this RFP from the media or any other party, said inquiries shall be forwarded to IPC.

Respondents shall specifically designate and clearly label any and all material(s) or portions thereof, contained in their proposals, that they deem to contain proprietary information as "CONFIDENTIAL". Nonetheless, IPC reserves the right to release all proposals to its affiliates and such affiliates' agents, advisors, and consultants, for purposes of proposal evaluation. IPC will, to the extent required by law, advise each agent, advisor, or consultant that receives such claimed confidential information of its obligations to protect such information. In addition, all information, regardless of its confidential or proprietary nature, will be subject to review by the Commission and other governmental authorities and courts with jurisdiction, and may be subject to legal discovery. It is not IPC's intent to enter into any separate confidentiality, non-disclosure, or similar agreements as a condition to receiving a Respondent's proposal. However, if and when a proposal is advanced to the Initial Short List, the Respondent must execute a Mutual Nondisclosure & Confidentiality Agreement (Confidentiality Agreement) with IPC in advance of further discussions with and evaluation of the proposal by IPC. Respondents are directed to [EXHIBIT I – Mutual Non-Disclosure Agreement](#) for more detailed information.

2.5. SOLICITATION PORTAL AND RESTRICTION ON COMMUNICATIONS

IPC has opened a web-based portal hosted on the PowerAdvocate sourcing platform (the Portal). All information exchanged between the Respondent and IPC concerning the Solicitation must only be via the Portal from the time the Portal is open until it is closed by IPC. The Portal allows a Respondent to see only its own information and not the information of other Respondents.

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

The web link to the Portal hosted by PowerAdvocate is:

www.poweradvocate.com

Respondent is responsible for ensuring it has registered for, and posts documents to, the correct portal hosted by PowerAdvocate. The Respondent registering for access to the Portal must be a representative of the Respondent and counterparty with which IPC will engage in any future negotiations, and not consultants or attorneys for the Respondent.

Respondents who have completed the registration process and submitted the public Notice of Intent Form found at www.idahopower.com/about-us/doing-business-with-us/request-for-resources shall receive an email invitation from PowerAdvocate containing a link to the event.

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

Questions regarding the Portal should be directed to:

PowerAdvocate Support

support@poweradvocate.com

+001.857.453.5800

2.6. SCHEDULE

The key milestones for the Solicitation and their currently scheduled dates are provided in Table 1 below.

Table 1 – Key Milestones for the Solicitation

Milestone	Date
Portal opened for interested party registration and communication	June 30, 2021
RFP and other Solicitation documents posted to the Portal	June 30, 2021
Respondent Intent to Bid Due	July 7, 2021
Pre-Bid Presentation Recording posted to the Portal	July 12, 2021
Deadline for Submittal of Questions, after which IPC may not respond	July 28, 2021 by 4 p.m. Mountain Time
Deadline for Proposal Submittal – Portal closed to further posting by Respondents, evaluation begins	August 11, 2021 by 4 p.m. Mountain Time

This schedule and documents associated with the Solicitation are subject to change at IPC’s sole discretion at any time and for any reason. IPC will endeavor to notify Respondents of any changes to the Solicitation but shall not be liable for any costs or liability incurred by Respondents or any other party due to a change or for failing to

provide notice or acceptable notice of any change. Respondents should factor this schedule and any changes thereto into their project development timelines and proposals.

Respondents should carefully review this RFP for questions, clarifications, defects, and questionable or objectionable materials. Comments and questions concerning clarifications, defects, and questionable or objectionable material **must be submitted through the Portal and must be submitted on or before the date and time specified in the above schedule**. IPC may not respond to questions submitted after this date. All questions and their applicable responses will be provided to Respondents via the Portal.

2.7. PRE-BID PRESENTATION AND RECORDING

IPC will not host an in-person live pre-bid meeting or webcast regarding the Solicitation due to concerns over potential technical difficulties in live hosting such a large event and fairness to Respondents from distant time zones. Instead, IPC will prepare a video recording concerning the RFP and the overall Solicitation process. The recording will include video of a presentation deck and audio of the speakers presenting the deck. The recording will be posted to the Portal on or before the date identified in the Schedule provided in Section 2.6 of this RFP. Viewing of the recording is not mandatory for Respondents.

3. Product Specifications

3.1. KEY PRODUCT SPECIFICATIONS

The key specifications for a subset of the Products eligible to be proposed in response to the RFP are presented in Table 2 below.

Table 2 – Key Product Specifications

	1	2	3	4	5
Product	Energy Storage Project (“S”)	Solar PV plus Storage Project (“PVS”)	Wind plus Storage Project (“WS”)	Energy Storage Component of a Solar PV plus Storage Project (“S-PVS”)	Energy Storage Component of a Wind plus Storage Project (“S-WNS”)
Product Type	Asset Purchase			Partial Asset Purchase	
Ownership	IPC			IPC (Storage component only)	
Resource Status	Existing, or proposed new with preference for projects in late stage development with pending LGIA or SGIA				
Agreement	Existing resources under an Asset Purchase Agreement (APA), proposed new resources under a Build Transfer Agreement (BTA)				
Design Life (Years)	20	30	40	20	20
First Delivery	June 1, 2023				
Capacity	Min: 1 MW, Max: 80 MW				
Interconnection	Transmission (10 MW – 80 MW) or Distribution (1 MW – 10 MW) system of IPC				
Delivery Point	Within the boundary of the IPC Balancing Authority Area (BA), or outside with all necessary transmission rights to the BA				

	1	2	3	4	5
Product	Energy Storage Project ("S")	Solar PV plus Storage Project ("PVS")	Wind plus Storage Project ("WS")	Energy Storage Component of a Solar PV plus Storage Project ("S-PVS")	Energy Storage Component of a Wind plus Storage Project ("S-WNS")
Storage Duration	Minimum 4 hours				
Storage Cycles	Minimum 1 cycle per day				
Pricing	\$ 000s on acquisition date, \$ 000s per month under a construction completion management agreement (CCMA), \$000s per year under an operation and maintenance services agreement (OMA), \$/MWh charging energy price				
Price Escalation	None				
Other	Storage must be chargeable from the grid by IPC after expiration of the tax benefit recapture period.				

3.2. ADDITIONAL PRODUCT SPECIFICATIONS

IPC may also accept other Products that meet the ownership and electrical functionality criteria outlined in Table 2. Respondents who propose a product not specifically identified in Table 2 must provide applicable information, specifications, terms, etc. for evaluation purposes. Products that are not eligible include, but are not limited to; energy or capacity that is not electrical (for example, thermal energy storage without conversion to electric energy), energy or capacity that is not provided from a specific resource (a System Sale), renewable energy credits without the associated energy (Unbundled RECs), and financial instruments used to mitigate variable cost exposure without associated energy or capacity (Financial Firming).

Respondents whose proposals include Solar PV and/or Wind technologies are encouraged to configure the Solar PV and/or Wind resources to maximize energy delivery during hours that are most valuable to IPC. Information concerning the hours that are most valuable to IPC is provided in [EXHIBIT D – Information on Most Valuable Hours](#) attached hereto.

Proposals for new resources (a Project) to be owned by IPC must assume the parties will execute a build-transfer agreement (BTA), a construction completion management agreement (CCMA) and an operation and maintenance services agreement (OMA) for implementation of the Project. Under a BTA, the Respondent is responsible for all aspects of the development and construction of the Project, including but not limited to permitting, design, development, engineering, procurement, construction, interconnection, and all related costs up to achieving the to-be-agreed upon milestone which will not be earlier than mechanical completion or later than the date the Project is placed into service for tax purposes. After reaching the milestone, the Respondent will transfer ownership of the Project assets to IPC in exchange for a purchase price. Proposals that contemplate the transfer of 100% equity interests in a single member LLC are acceptable. After purchase, the Respondent will remain responsible for the completion of the Project pursuant to a CCMA. After the Project achieves commercial operation, the Respondent will perform operations and maintenance services under the OMA. Beginning at execution of the BTA and related agreements, the Respondent must post cash collateral or a letter of credit in the

amounts specified in the BTA to secure its performance (Performance Security). The amount of Performance Security increases and decreases over the term of the Project development, construction, and operation phases.

Proposals for existing resources (a Plant) to be owned by IPC must assume parties will execute an asset purchase agreement (APA) and an OMA.

IPC will accept Project proposals that include a PPA for wind and solar, provided the proposal includes a BTA for the storage resource.

Respondents are directed to [EXHIBIT E – Draft Form Term Sheet](#) for more detailed information concerning the key terms and conditions of the BTA, CCMA and OMA agreements. Respondents are required to submit a redline of the Draft Form Term Sheet with their proposals. Respondents are also directed to [EXHIBIT K – Draft Form Letter of Credit](#) for reference. In such cases that the Respondent is successful, Respondent shall be responsible for furnishing a letter of credit in a format substantially similar to these forms included in this RFP. These forms shall be subject to review and acceptance by IPC in its reasonable discretion. Respondent shall deliver the required letter of credit no later than 30 days following any such notice of award of the Project.

4. Electric Interconnection

4.1. COST ESTIMATING

Respondent is responsible for understanding the electric transmission and distribution interconnection processes of IPC or other transmission providers, considering the durations and costs of those processes in its proposals, and successfully executing those processes to achieve coordination with IPC and delivery of the proposed Products to IPC on or before the dates identified in its proposed schedule for the resource.

Electric interconnection facilities consist of multiple components as defined below.

- a) Interconnection Customer’s Interconnection Facilities (ICIF) are all facilities and equipment (including the gen tie line) located between the resource and the Point of Change of Ownership. Respondent must submit resource-specific cost estimates of ICIF as part of its proposal and consider the cost of ICIF in its pricing.
- b) Transmission Provider Interconnection Facilities (TPIF) connect the Interconnection Customer’s Interconnection Facilities and facilitate the metering, relay and communications, etc. TPIF are all facilities owned, controlled or operated by the transmission Provider from the Point of Change of Ownership to the Point of Interconnection. These are facilities that IPC will own, and the Respondent will fund. Respondent must submit resource-specific cost estimates of TPIF as part of its proposal and consider the cost of TPIF in its pricing. To aid in consideration of the cost, an estimated cost for TPIF based on interconnection voltage level is provided below. If an interconnection study has been performed by the Transmission Provider that includes an estimate of TPIF, then the costs from that study should be used in lieu of these estimates.

Voltage	TPIF Estimated Cost (2021 \$ 000s)
69 kV	\$1,000
138 kV	\$1,250

Voltage	TPIF Estimated Cost (2021 \$ 000s)
230 kV	\$1,800
345 kV	\$2,500

- c) Station Network Upgrades (SNU) are either new switchyards or additions to existing switchyards or substations that are built to interconnect the generator to IPC transmission or distribution system. SNUs become a component of the integrated IPC transmission or distribution system and are incorporated into IPC tariffs. Respondents are not required to provide cost estimates of SNUs.
- d) Delivery Network Upgrades (DNU) are upgrades to IPC’s transmission or distribution network that will be required for individual resources and groups of resources. These upgrades will be incorporated into IPC’s transmission or distribution tariffs. Respondents are not required to provide cost estimates of DNUs.

If a Respondent has an active interconnection request, the Respondent must provide the interconnection request identifier(s) (the "queue position") associated with its resource in its proposal. If the resource identified in the proposal was in the queue but has since withdrawn, the Respondent should provide that queue position even though it is no longer active. **For Respondents that submit a generation interconnection request or transmission service request pursuant to IPC’s Open Access Transmission Tariff (OATT) intending to receive interconnection or transmission service cost estimates for purposes of responding to this RFP, there may not be sufficient time to have studies performed and completed prior to bid selection.**

Based on information available from the interconnection request (if any) and/or studies and estimates performed by the Transmission Provider separate and apart from the RFP evaluation team (if available), the RFP evaluation team will determine Proposal-specific SNUs and DNUs and associated costs to include in the evaluation of a proposal or estimate the SNUs and DNUs if unavailable from the Transmission Provider. Proposals involving existing generation resources from which IPC currently purchases capacity and energy will not be burdened during proposal evaluation with any incremental electric interconnection or network delivery costs provided that IPC currently has sufficient transmission and distribution capacity to deliver the proposed energy to its load. Existing generation resources that IPC determines to have inadequate transmission or distribution capacity to deliver will be burdened with the estimated cost of purchasing additional transmission rights and/or SNUs and DNUs.

4.2. INTERCONNECTION STUDIES

The Transmission Provider function within IPC, separate and apart from the RFP evaluation team, and performs studies for Large Generation Interconnection Application (LGIA) requests (over 20 MW) and Small Generation Interconnection Application (SGIA) requests (under 20 MW). The studies are performed to determine the feasibility, cost, time to construct, and injection capability for the interconnection of an electric generating resource. Information concerning generator interconnection can be found at IPC’s website ¹ including information on PURPA Qualifying Facility (QF) Interconnections, Non-PURPA QF Interconnections, and Facility Connection Requirements. IPC posts the results of these studies on its OASIS website.²

¹ www.idahopower.com/about-us/doing-business-with-us/generator-interconnection/

² www.oasis.oati.com/ipco/.

The transmission and distribution systems are interrelated and generation injection at one point on the systems may change the injection capability at other points. The generation injection capability assumed by the Respondent for purposes of a proposal may change when the Transmission Provider performs specific resource and resource portfolio interconnection studies. For purposes of aiding Respondents in determining points of interconnection and delivery, IPC has identified areas on the IPC system that may have relatively high injection capability and relatively low cost and time to construct if studied by the Transmission Provider. These areas are identified in [EXHIBIT C – Information on Preferred Locations](#) of this RFP.

If and when a proposal is selected for the Initial Short List and it is for a new resource that will be interconnected to the IPC BA, it may be studied by IPC per IPC's generation interconnection process. Respondents will be notified if their proposed resource will be studied and the Respondents must provide the site control, monetary deposits and other information required under the IPC generator interconnection process. When the study process reaches the Facilities Study phase, the Respondent will be responsible for continued compliance to bring the resource through the balance of the IPC interconnection process and execute an interconnection agreement.

Upon completion of the Facilities Study, the estimated costs of the SNU and DNU resulting from the study (if any) will be used by IPC in further evaluation of the proposal and determination if the Respondent will be selected for the Final Short List and invited to negotiate an agreement with IPC.

For Final Short List resources that will be owned in full or in part by IPC, IPC anticipates that it will declare them as Network Resources of IPC and that IPC will bear the cost of any network transmission service on IPC's system (whether or not procured under the OATT) for a resource that is ultimately contracted and achieves commercial operation.

5. Additional Requirements

5.1. DATA AND CYBER SECURITY

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

All design and implementation details must follow electrical industry best practices for cyber security as well as all applicable regulatory requirements pertaining to the security of electric system assets. In response to [EXHIBIT A – Information for Qualitative Evaluation](#) of this RFP, Respondents must generally describe their cyber security requirements, practices, and policies. Any additional IPC specific requirements will be addressed during the RFP review and contracting process, pursuant to [EXHIBIT I – Mutual Non-Disclosure Agreement](#). Respondent must state that any and all equipment utilized in the proposed resource will not be procured through an Office of Foreign Assets Control (OFAC) designated entity or otherwise be comprised of equipment prohibited for use by electric utilities in the United States.

5.2. PURCHASING RESTRICTIONS/PROHIBITED TECHNOLOGY

Pursuant to Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, a Respondent must be able to represent in its agreement with IPC that the Respondent does not and/or will not use any telecommunications equipment, system, or service (or as a substantial or essential component of any system or as or critical technology of any system) made by any of the following companies, or any subsidiary or affiliate thereof (including companies with the same principal word in the name, e.g., Huawei or Hytera: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or, Dahua Technology Company (collectively, Prohibited Technology).

Prohibited Technology may include, but is not limited to, video/monitoring surveillance equipment/services, public switching and transmission equipment, private switches, cables, local area networks, modems, mobile phones, wireless devices, landline telephones, laptops, desktop computers, answering machines, teleprinters, fax machines, and routers. Prohibited Technology does not include telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that the equipment transmits or handles.

5.3. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS PROGRAM

IPC is committed to the implementation of a Small and Disadvantaged Business Program. It is the intent of IPC that small business concerns and small businesses owned and controlled by socially and economically disadvantaged individuals have the opportunity to participate in the performance of contracts awarded by IPC. Consequently, we request that you indicate your eligibility as a small business based upon the regulations in Title 13, Code of Federal Regulations, Part 121. If in doubt, consult the Small Business Administration Office in your area.

6. Proposal Format and Submittal

6.1. SUBMISSION OF PROPOSALS

A proposal is considered the aggregate of the information uploaded by a Respondent to the Portal (Information). The Information is in the form of data entered directly into cells in a spreadsheet located on the Portal (Proposal Entry Form or PEF) and subsequently uploaded to the Portal by the Respondent, and other written documents that are uploaded to the Portal. The Portal is designed to accept the majority of the Information as data entered into the PEF with data entry restricted to only certain eligible types and values. The purpose is to ensure Information is entered consistently across all Respondents and proposals such that IPC can consistently, fairly and quickly organize the Information and evaluate the proposals and minimize the amount of written (e.g., PDF, DOC) documents that IPC must review and interpret.

Respondents are strongly advised to carefully review [Exhibit E – Draft Form Term Sheet](#) and the Technical Specifications ([Exhibit F – BESS Technical Specification](#), [Exhibit G – Solar Technical Specification](#), and [Exhibit H – Wind Technical Specification](#)) relevant to their proposed products prior to uploading information to the Portal. If and when a Respondent is selected for negotiation of an agreement, IPC will utilize the Information submitted to populate the relevant portions of the agreements for that Respondent. Respondents should upload information with the understanding that it will ultimately result in binding contract terms.

6.2. BID FEES

A Respondent is required to submit to IPC a non-refundable fee of \$10,000 with each proposal submitted (Evaluation Fee). The purpose of the Evaluation Fee is to encourage submission of well-developed and viable proposals and to offset the cost to IPC for evaluation of proposals. For the purpose of assessing an Evaluation Fee, a proposal is generally defined as follows.

- A single capacity construction phase of a resource at one site = one proposal
- Different capacity, initial delivery year or price from the same site = different proposal
- Different technology from the same site = different proposal
- Different Product from same site = different proposal
- Different site = different proposal

IPC may deem a proposal that does not satisfy the requirements for a single proposal as multiple proposals each of which would require a separate Evaluation Fee. If IPC deems a Respondent's proposal to be multiple proposals, IPC will notify the Respondent and allow it to elect to pay the incremental Evaluation Fee or to revise its proposal to comply with IPC's requirements for a single proposal.

A Respondent that has its proposal selected for the Final Short List and is invited to begin negotiation of an agreement must submit an additional fee in an amount equal to \$1/kW of proposed resource capacity (a Supplemental Fee) to IPC prior to commencement of negotiations. For example, a proposal for a resource with a proposed capacity of 80 MW would pay a Supplemental Fee of \$80,000 (e.g., 80 MW Project * \$1/kW = \$80,000). The purpose of the Supplemental Fee is to ensure good faith submissions and negotiations by the Respondent and to offset the costs that IPC will incur while reviewing proposals and negotiating an agreement. The Supplemental Fee will not be refundable.

6.3. PROPOSAL NAMING

A Respondent must generate a unique name for each of its proposals (Proposal Code) by selecting and entering into the PEF where indicated the Product Type, Proposal Name, Delivery Level and whether the facility is new or existing. The resulting Proposal Code must thereafter be used by the Respondent when referring to the proposal and must be inserted into the file name of each document for the proposal uploaded by the Respondent. The purpose of the Proposal Code is to allow IPC to more easily identify and differentiate among proposals and documents particularly if the volume of proposals received is relatively large.

6.4. PROPOSAL WRITTEN DOCUMENTS

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

6.5. PROPOSAL SUBMISSION REQUIREMENTS

Exhibits to this RFP summarize the Information that must be uploaded by Respondents to the Portal. These include [EXHIBIT A – Information for Qualitative Evaluation](#) and [EXHIBIT B – Information for Quantitative Evaluation](#) attached hereto. Respondents are directed to the individual tabs in the Portal to ensure Respondent reviews all of the information and the specific type and level of detail that must be provided.

6.6. FIRM PROPOSAL

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

6.7. TAXES

Respondents are responsible for the payment of all sales, conveyance, transfer, excise, real estate transfer, business and occupation, and similar taxes assessed with respect to or imposed on either party in connection with a proposed agreement.

6.8. INSURANCE

The insurance requirements that must be met by Respondent are summarized below. This summary is provided for information only. Respondent is directed to the [EXHIBIT E – Draft Form Term Sheet](#) for details concerning the specific requirements. If a conflict arises between this summary, the requirements in the Draft Form Term Sheet, or executed agreement between Respondent and IPC, the executed agreement shall govern.

This summary is for information only. At its sole cost and expense, Respondent shall maintain (and cause each of its agents, independent contractors, and Subcontractors at any tier performing any services on the project to maintain) the following insurance, including but not limited to:

- Workers' Compensation Insurance with limits of not less than those required by applicable statutes.
- Employer's Liability Insurance. When permitted by law, the insurance policies required shall contain waivers of the insurer's subrogation rights against IPC. Respondent shall reimburse IPC for any costs (including self-insured tax audit assessments) incurred in the event Respondent maintains an uninsured status within the state of Idaho.
- Business Automobile Liability Insurance.
- Commercial General Liability Insurance applicable to all premises and operations, including without limitation: (i) bodily injury, (ii) property damage, (iii) contractual liability coverage covering its obligations of indemnity and defense, (iv) products and completed operations, (v) independent contractors, and (vi) personal and advertising injury. Such insurance shall provide for occurrence-based coverage and shall have such other terms, conditions, and endorsements of coverage as are deemed prudent by IPC from time to time.
- Professional Liability Insurance or Errors and Omissions Insurance, including without limitation, coverage for claims of financial loss due to error, act, or omission of Respondent or Respondents employees, officers, equity owners, subcontractors at any tier, or agents. Professional Liability Insurance shall be maintained for a minimum of two-years beyond the date of expiration of and executed or the agreement otherwise terminated.
- IP (Intellectual Property/Patent) Insurance covering infringement of copyrights, trademarks, and patents, and misappropriation of trade secrets.
- Fidelity Insurance naming IPC as Loss Payee, for losses arising out of, or in connection with, any fraudulent or dishonest acts, including without limitation computer fraud, committed by Respondent or Respondent's employees, officers, equity owners, Subcontractors at any tier, or agents, acting alone or with others, including losses of property and funds in their care, custody, or control.

- Contractor's Pollution Liability Insurance. Respondent, and Respondent subcontractors or their respective agents or employees are performing services under an executed agreement with environmental hazards maintains a "Claims Made" policy under this such insurance or its replacement insurance shall have a retroactive date of no later than the effective date of the agreement. Such insurance policy or its replacement policy shall provide either a minimum of two-years extended reporting period coverage after completion of all services, or a period equal to the maximum time under the State of Idaho statute of limitations existing on the effective date for potential claims under such insurance, whichever is longer. The policy must also provide the following:
 - Coverage for defense, reimbursement, and indemnity obligations assumed by Respondent under the and executed agreement related to claims, damages, liabilities, losses, demands, expenses, suits, judgments, penalties, fines and costs, including without limitation, investigative costs, settlement costs, court costs at all levels, and attorneys' and expert witness fees and expenses;
 - Coverage for any demands for environmental cleanup costs related to Respondents services under the executed agreement;
 - Coverage for the presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water (Pollution Conditions) emanating from or affecting any location, whether or not owned, leased, occupied or otherwise controlled by IPC, to the extent such Pollution Conditions are caused by Respondent, its employees, and agents;
 - Coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and medical monitoring;
 - Coverage for physical injury to, or destruction of tangible property of, parties other than the insured including the resulting loss of use and diminution in value thereof; loss of use, but not diminution in value, of tangible property of parties other than that belonging to the insured that has not been physically injured or destroyed;
 - Coverage for transportation and non-owned disposal site (with no sunset clause/restricted coverage term) (if applicable);
 - Property damage to include natural resources damage; and
 - No exclusions for asbestos, lead paint, silica or mold/fungus.

Coverage shall apply to sudden and non-sudden Pollution Conditions, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of covered operations. Respondent additionally agrees to name IPC as an additional insured and to provide waiver of subrogation against IPC an to furnish insurance certificates, showing Respondents compliance.

- Cyber Liability, Network Security, Data Breach Protection and/or Similar Privacy Liability Insurance. In the event that Respondent will have access to any restricted information of IPC, its clients, customers, employees, prospective employees, or other third parties, whether protected or not by any local, statutory, federal or other governing legislation(s) or regulation(s), Respondent shall maintain cyber liability, network liability, data breach or similar privacy liability insurance covering actual and/or alleged acts, errors or omissions committed by Respondent, its employees, contractors or agents. For

purposes of this RFP, “Restricted Information” means any confidential or personal information that is protected by law or policy and that requires the highest level of access control and security protection, whether in storage or in transit, including without limitation, personal identity information (PII), protected health information (PHI), electronic protected health information (ePHI) protected by Federal Health Insurance Portability and Accountability Act legislation, credit card data regulated by the Payment Card Industry (PCI), passport numbers, passwords providing access to restricted data or resources, information relating to an ongoing criminal investigation, court-ordered settlement agreements requiring non-disclosure, information specifically identified by contract as restricted, and other information for which the degree of adverse affect that may result from unauthorized access or disclosure is high. Such insurance shall expressly provide coverage for the following perils up to the full limit of coverage with no sublimit:

- Unauthorized use/access of a computer system or database;
- Defense of any regulatory or governmental action involving a breach of privacy or similar rights;
- Failure to protect from disclosure Restricted Information;
- Notification and remedial action costs (such as **credit monitoring**) in the event of an actual or perceived computer security or privacy breach; and
- Denial of electronic access, electronic infection, and electronic information damage, whether or not required by law.

Such insurance shall extend to cover damages arising out of any actual or alleged act(s), error(s) or omission(s) of any individual when acting under Respondent’s supervision, direction, or control. Such insurance shall provide coverage on a worldwide basis. Respondent and its insurer(s) shall waive rights of recovery against IPC for any benefits under Respondents cyber-risk, data breach protection or similar privacy liability insurance.

- Cargo and Property Insurance. If Respondent, Subcontractor at any tier, or their respective agents or employees are transporting and/or storing IPC materials or equipment, Contractor shall provide Cargo Insurance and/or Property Insurance (as applicable) covering physical loss or damage, naming IPC as Loss Payee, arising out of, or in connection with, any loss associated with transportation or storage of IPC equipment or material while in the care, custody, or control of Contractor (or its Subcontractors at all tiers). The declared value of the Cargo and/or Property Insurance shall be based on the replacement value of the property in question.
- Insurance required shall be primary and non-contributory and:
 - Be issued on a U.S. policy by one or more carriers acceptable to IPC and licensed to do business in the state where services are rendered;
 - Except as to Workers’ Compensation Insurance, Employer Liability Insurance, and Professional Liability Insurance, name IPC as an additional insured or loss payees, as its interests may appear;
 - Not be able to be canceled or materially changed unless IPC is given written notice of such cancellation or change at least thirty (30) days in advance;
 - Provide for severability of interests;
 - Waive all right of subrogation against additional insureds and IPC, its members, officers, employees, agents, and the successors in interest of the foregoing; and
 - Shall not be limited to “ongoing” operations. Respondent shall pay for all deductibles.
- If approved in advance by IPC in writing, Respondent may use a combination of Umbrella/Excess and Primary limits of insurance to provide coverage up to the required amount.

- Upon execution of an agreement, Contractor shall provide IPC with a certificate of insurance indicating all coverages required hereunder, and copies of all policies if requested by IPC.

Respondent agrees to carry and keep insurance in full force during the term of any agreements sufficient to fully protect IPC from all damages, claims, suits and/or judgments including, but not limited to, errors, omissions, violations, fees and penalties caused or claimed to have been caused by, or in connection with the performance or failure to perform under the agreements by Respondent, Respondent's agents or employees, a Respondent's Subcontractor(s), or its agents or employees. Should the Minimum Insurance Requirements of IPC change, the Respondent shall be notified in writing and Respondent shall have sixty (60) days to meet the new requirements. Should the new requirements add materially to Respondent's cost, Respondent may notify IPC and request adjustment in Respondent's compensation commensurate with the increase or decrease in Respondent's cost to achieve the new requirements.

6.9. FINANCIAL AND CREDIT INFORMATION

Respondent must provide a written response and associated documents in response to the Counterparty Financial Questionnaire. Details are further described in [EXHIBIT J - Counterparty Financial Questionnaire](#) of this RFP.

6.10. EXCEPTIONS TO THE DRAFT FORM TERM SHEET

Respondents must provide proposals and pricing that are consistent and compliant with [EXHIBIT E – Draft Form Term Sheet](#) for the proposed resource type. To the extent that the validity of a Respondent's proposal and/or the Respondent's ability to execute an agreement is contingent upon material changes to the language in [EXHIBIT E – Draft Form Term Sheet](#), the Respondent should specifically identify the terms they propose to change in the form of a redline markup and submit the redline with its proposal. To the extent that a Respondent wishes to propose changes the Draft Form Term Sheet that, if accepted by IPC, would reduce the Respondent's proposed pricing the proposal should specifically identify in the redline such changes and the associated price reduction. To the extent practicable, Respondents should develop exhibits, schedules, attachments and other supplemental documents required by the Draft Form Term Sheet in the redline. Respondents proposing to sell existing generation facilities should propose in the redline changes to Exhibit E of this RFP for the proposed resource type reflecting the terms and conditions on which their proposal is based.

The proposed changes must be specific and include a detailed explanation and supporting rationale for each. General comments, drafting notes and footnotes such as "parties to discuss" will be disregarded and not negotiated. Exceptions to the [EXHIBIT E – Draft Form Term Sheet](#) requested by a Respondent will be reviewed as part of IPC's qualitative evaluation of the proposal.

6.11. EXCEPTIONS TO THE TECHNICAL SPECIFICATIONS

Respondents that propose a resource for IPC ownership must provide proposals and pricing that are consistent and compliant with the applicable technical specifications provided as Exhibits to this RFP ("Technical Specifications"). To the extent that the validity of a Respondent's proposal and/or the Respondent's ability to execute an agreement is contingent upon material changes to the language in the Technical Specifications, the Respondent must specifically identify the specifications it proposes to change in the form of a redline markup to the Technical Specification and submit the redline with its proposal. To the extent that a Respondent wishes to

propose changes to the Technical Specification that, if accepted by IPC, would reduce the Respondent's proposed pricing the Respondent should specifically identify in the redline such changes and the associated price reduction. To the extent practicable, Respondents should develop exhibits, schedules, attachments and other supplemental documents required by the Technical Specification in the redline.

The proposed changes must be specific and include a detailed explanation and supporting rationale for each. General comments, drafting notes and footnotes such as "parties to discuss" will be disregarded and not negotiated. Exceptions to the Technical Specifications requested by a Respondent will be reviewed as part of IPC's qualitative evaluation of the proposal.

6.12. EXCEPTIONS TO THE DRAFT FORM LETTER OF CREDIT

Respondents that propose a resource for IPC ownership must provide proposals and pricing that are consistent and compliant with the [EXHIBIT K - Draft Form Letter of Credit](#). To the extent that the validity of a Respondent's proposal and/or the Respondent's ability to execute an agreement is contingent upon material changes to the language in the Draft Form Letter of Credit, the Respondent should specifically identify the terms they propose to change in the form of a redline markup to [EXHIBIT K - Draft Form Letter of Credit](#) and submit the redline with its proposal. To the extent that a Respondent wishes to propose changes to the Draft Form Letter of Credit that, if accepted by IPC, would reduce the Respondent's proposed pricing the proposal should specifically identify in the redline such changes and the associated price reduction.

The proposed changes must be specific and include a detailed explanation and supporting rationale for each. General comments, drafting notes and footnotes such as "parties to discuss" will be disregarded and not negotiated. Exceptions requested by a Respondent will be reviewed as part of IPC's qualitative evaluation of the proposal.

6.13. CLARIFICATION OF PROPOSALS

While evaluating a proposal, IPC may request clarification or additional information from the Respondent about any item in its proposal. Such requests will be sent via the Portal by IPC and the Respondent must provide a response via the Portal back to IPC within five (5) business days, or IPC may deem the Respondent to be non-responsive and either suspend or terminate further evaluation of its proposal. Respondents are encouraged to provide an alternate point of contact to ensure a timely response to clarification requests.

6.14. ADDENDA TO RFP

Any additional responses required from Respondents as a result of an Addendum to this RFP shall become part of each proposal. Respondents must acknowledge receipt of and list all Addenda where indicated in the PEF.

7. Proposal Evaluation, Negotiation and Approval

7.1. EVALUATION PROCESS

The proposal evaluation process will include both qualitative and quantitative components.

The evaluation process begins with a screen to identify and remove from further evaluation proposals that are incomplete or do not comply with the basic requirements of the Solicitation (Threshold Screen). Examples of

situations where a proposal fails the Threshold Screen include, but are not limited to, 1) the proposed product is not compliant with the Product definitions, 2) a substantial number of data fields in the PEF are incomplete, 3) key Information necessary to complete a comprehensive evaluation have not been uploaded.

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

- Project Feasibility;
- Project Capability;
- Counterparty Profile;
- Community Stewardship;
- Price and Overall Cost to IPC; and
- Any other factors deemed appropriate by IPC.

7.2. ADDITIONAL RIGHTS

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

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

7.3. ACCEPTANCE AND REJECTION OF PROPOSALS

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

7.4. AGREEMENT NEGOTIATIONS

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

7.5. EXCLUSIVITY

If and when a proposal is selected for the Final Short List, from that date through the date of execution by both Parties of an agreement, the Respondent and/or its affiliates shall not execute an agreement with any other party for the sale of the proposed Product(s) such that the Respondent would no longer be able to provide the Products proposed in the proposal.

7.6. PUBLICITY

The Parties intend to issue joint public announcements, in the form of press releases, case studies, and/or other materials, containing content mutually agreed to by the Parties, upon execution of the agreements. Neither party shall use the name, logo, or any other indicia of the other party in any public statement, press release, other public relations or marketing materials, the identity of the other party, or any underlying information with respect to the agreement(s) at any time without the prior written consent of the other party, which it may withhold in such other party's sole discretion. Prior to making any such permitted use, each party shall provide for the other party's review and approval any publicity materials. Any and all goodwill from use of IPC's name, logo, or indicia will inure to IPC's sole and exclusive benefit.

7.7. COMMISSION APPROVAL

As stated previously in Section 2.3, execution of an agreement will ultimately be subject to Commission approval.

7.8. ENTIRE RFP

This RFP and all Exhibits, Attachments, Datasheets, Forms, and Addenda within the Portal event are incorporated herein by this reference and represent the final expression of this RFP. Only information supplied by IPC in writing through the parties listed herein or by this reference made in the submittal of this RFP shall be used as the basis for the preparation of Respondents proposals.

EXHIBIT A – Information for Qualitative Evaluation

A summary of the information that must be uploaded to the Portal by Respondents for purposes of the qualitative evaluation is provided below. The required information differs among the product types.

This is provided for information only. Respondents are directed to the Portal to review all of the information and the specific type and level of detail that must be provided for each product type. That level of detail is not provided in this Exhibit. In the case of conflict between this summary and the detail identified in the Portal, the detail identified in the Portal shall govern.

PROJECT FEASIBILITY

1. Proposals must describe the resource technology including a description of key aspects, features, benefits, drawbacks, and history of its development and current status of deployment for utility scale operations.
2. Proposals must include a description of 1) status of major equipment procurement for the solar, wind and storage components, where applicable, 2) engineering, procurement, and construction bids and awards, 3) project/asset useful life, and 4) defect and performance warranty terms of solar and/or storage systems.
3. Proposals must state a point of delivery which meets the requirements for the proposed Product as specified in the Technical Specification section of the RFP.
4. Proposals for transmission connected resources must include documentation showing that the resource is on track to achieve interconnection by the date indicated in Respondent's project schedule. Proposals must also include documentation that the Respondent has estimated and included the costs for Interconnection Customer's Interconnection Facilities and Transmission Provider Interconnection Facilities in its proposed pricing.
5. Proposals for distribution connected resources must include documentation showing that the resource is on track to achieve interconnection by the date indicated in the Respondent's project schedule. Proposals must also include documentation that the Respondent has estimated and included the costs for Interconnection Customer's Interconnection Facilities and Transmission Provider Interconnection Facilities in its proposed pricing.
6. Proposals involving wind resources must include nodal economic analyses or curtailment analysis under base case (n-1) and outage scenarios (n-x) showing expected unit economic metrics (including congestion impacts on: capacity factor, produced energy, and generation revenue) for the project at the proposed delivery points.
7. Proposals must include proof of site control satisfactory to IPC. Proof of site control includes copies of title, lease, option to lease documents proving control is/can be established per the date specified in the Respondent's project schedule.
8. Proposals involving existing resources must describe any major current and/or historical operational issues, root causes and mitigation and any capital improvements that are necessary to ensure reliability.
9. Proposals must include a realistic and attainable project plan and schedule considering all permits and approvals, supply chain, site acquisition, interconnection, and transmission. The project plan must describe Respondent's approach for completing the project.

10. Proposals must include the [Exhibit E - Draft Form Term Sheet](#) relevant to the product being proposed with changes requested by Respondent (if any) shown in redline consistent with the Exceptions to [Exhibit E - Draft Form Term Sheet](#) requirements stated in the RFP.
11. Proposals must include the [Exhibit K - Draft Form Letter of Credit](#) relevant to the product being proposed with changes requested by Respondent (if any) shown in redline consistent with the Exceptions to [Exhibit E - Draft Form Term Sheet](#) requirements stated in the RFP.
12. Proposals must include the Technical Specifications relevant to the product being proposed with changes requested by Respondent (if any) shown in redline strikeout consistent with the Exceptions to Technical Specifications requirements stated in the RFP.
13. Proposals must include the Attachment A and/or Appendix A of the applicable Technical Specifications relevant to the product being proposed with Preferred Vendors of the major equipment suppliers of the Respondent's project marked or specified.
14. A proposal must state whether or not it is contingent on any other proposal submitted by the Respondent. For example, a proposal for implementation of a solar plus storage resource at a site and a separate proposal for implementation of a wind plus storage resource at the same site are contingent on one another (implementation of one precludes implementation of the other).
15. Proposals must include a financing plan for the proposed resource. Respondent will be scored on the credibility of its plan to raise all tranches of capital needed to successfully close on both construction and permanent financing, which may include the following: debt, tax equity related to accelerated tax depreciation (5 year MACRS); tax equity for the ITC and/or application for the Treasury's Grant-in-lieu of ITC Program (if applicable), and Respondent's own equity.
16. Proposals for solar plus storage or wind plus storage resources must provide documentation that the energy storage system is integrally connected to the functioning of the associated solar or wind generation facility and that the energy storage system will be exclusively charged with energy from the associated solar or wind generation facility for the first five (5) or more years of operation. Documentation must also be provided that the current "beginning of construction" IRS guidance will be met such that the resource will qualify for the greatest potential investment tax credit under federal tax law. Documentation must also be provided that if and to the extent that future federal tax law changes result in increased tax advantages to the resource that a share of such advantages will be quantified and passed through to IPC.

PROJECT CAPABILITY

17. Proposals for solar plus storage resources must include a forecast of the expected annual energy output of the resource performed using PVSyst or equivalent, and a guaranteed annual output as a percentage of forecast. Resources will be subject to annual review of metered output to determine compliance with guarantee.
18. Proposals for wind plus storage resources must include a forecast of the expected annual energy output of the resource performed. Proposals must include expected (p50, p90 and p99) capacity factors, including hourly shapes (actual or based on weather data) including at least one output file for the performed analysis.

19. Proposals involving storage must state a maximum storage duration.
20. Proposals involving storage must state the allowed storage cycles per day.
21. Proposals involving storage must state the round-trip efficiency.
22. Proposals involving storage must state the annual baseline degradation and variable degradation per cycle.
23. Proposals involving storage must state the time required to charge the resource from minimum to maximum state of charge.
24. Proposals involving storage must include a Capacity Guarantee. Resources will be subject to annual test with test results adjusted to guarantee conditions to determine compliance with guarantee.
25. Proposals involving storage must include both a guaranteed equivalent forced outage rate (EFOR) and a guaranteed equivalent availability factor (EAF).
26. Proposals must state the ability of the resource to provide ancillary services (regulation, spinning reserves, non-spinning reserves, load following, black start).
27. Proposals for existing resources must include documentation of all Notice of Violation (NOV) issued by the Idaho Department of Environmental Quality (DEQ) and documentation of corrective action, settlement and penalty.

COUNTERPARTY PROFILE

Respondents must provide information below and answer all questions in the Proposal Entry Form for this RFP. Additionally, Respondents shall provide further supporting documentation as requested by IPC

28. Proposals must provide safety information for the most recent three (3) years including, but not limited to, an annual statement of worker's compensation Experience Modification Rating (EMR), the OSHA Recordable Injury Rates (RIR), and the U.S. Bureau of Labor Statistics (BLS) SIC Code RIR > 1.0, the OSHA citation history, Lost Time Accidents (LTA), number of OSHA-Recordable Cases, and employee hours worked.
29. Respondent must provide an electronic copy of its safety manual. Respondents with safety manuals that have not been updated to meet current OSHA standards within the last twelve (12) months may be disqualified. Respondent must also provide a statement of Respondent's ability to provide an individual that has completed the OSHA thirty (30) hour outreach training course; will be committed and available to support the Services to be performed under the proposal; and will be responsive in a timely manner to IPC's request for participation in safety events, analysis and/or sessions.
30. Proposals must include a list of any citations, notices of violation, legal proceedings, fines, or project terminations that any Federal, State, local regulatory agency or department, corporation, or individual has issued to or against Respondent, or any employee of Respondent while that employee was working for Respondent (Citations). For each Citation, state the nature of the Citation and the date of its resolution, together with the contact person for Respondent who could address any questions about the matter. If there are no Citations, Respondent shall provide such a statement.

31. Respondent must complete and submit the Counterparty Financial Questionnaire and upload a current organizational chart displaying all organizational relationships including parent company, holding company, subsidiaries, sister companies, associates, or other related entities as applicable.
32. Proposals must include a description of Respondent's experience developing resources similar to that proposed. Additional review of Respondent's direct development experience, positive or negative third-party references, and industry reputation may result in the Respondent receiving a higher or lower score than application of the above criteria would otherwise indicate.
33. Proposals must include a general description of the cyber security requirements, practices, and policies of the Respondent. Respondent must state that any and all equipment utilized in the proposed resource will not be procured through an Office of Foreign Assets Control (OFAC) designed entity or otherwise be comprised of equipment prohibited for use by electric utilities in the United States.

COMMUNITY STEWARDSHIP

34. Proposals must state the number of full-time, permanent jobs that will be created in IPC's service territory, details regarding the types of jobs (i.e., roles/functions/titles) and the number of positions for each respectively by year. A full-time, permanent job means 2,080 straight-time paid hours in a fiscal year with benefits.
35. Proposals must provide details and dollar value of permanent capital investment that company intends on making in IPC's service territory (i.e., office lease, warehouse lease, land purchase, etc.) and any timeline associated with these investments.
36. Each proposal must state whether an owner, equity holder, partner, member, or principal of Respondent is a manufacturer, supplier, distributor, or provider (Provider) of technology-related systems, equipment, components, parts, technologies and/or services. If so, the proposal must state the name, address and state of organization of such Provider, describe the nature of the Provider's business, and a description of where the Resource supplies and materials will be sourced from, as well as the percentage, if any, of such sourcing:
 - Outside the USA (provide name and location)
 - In the USA, but outside the State of Idaho and Oregon (provide name and location)
 - In the state of Idaho and Oregon, but outside IPC's service territory
 - Within IPC's service territory (provide name and location)
 - By subcontractors of Respondent, if available
 - A commitment to offer subcontracting opportunities to industry-leading small, local and/or diverse/minority-owned businesses.

37. Respondent must provide information concerning any environmental, social, and governance (ESG) initiatives and any supplier programs, including but not limited to: 1) Risk Rating score it has received from Sustainalytics, an established ESG rating agency, or scores from other ESG rating agencies may be substituted in place of Sustainalytics ratings if they are substantially similar in rating methodology and quality; 2) and any other supplier programs (Small Business And Small Disadvantaged Business Programs, mentoring programs, and academic opportunities).

EXHIBIT B – Information for Quantitative Evaluation

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

Storage Technologies

- Battery age (if existing) (cycles)
- Technology
- In Service Date
- Battery life (years)
- Battery life (cycles)
- Number of units
- Age of plant (if existing)
- Technical Life
- Storage Capacity (MWh)
- Battery capacity at peak hour (MW)
- Nameplate Capacity (MW)
- Auxiliary Load (MW)
- Duration (hours)
- Average daily capacity
- Charge efficiency (%)
- Discharge efficiency (%)
- Annual capacity degradation (% of MW per year)
- Capacity degradation per cycle (% of MW per cycle)
- Annual Energy degradation (% of MWh per year)
- Energy degradation per cycle (% of MWh per cycle)
- Minimum state of charge (%)
- Maximum state of charge (%)
- Round trip charging losses (%)
- Maximum number of cycles allowed per day (cycles)
- Maximum number of cycles allowed per month (cycles)
- Maximum number of cycles allowed per week (cycles)
- Maximum number of cycles allowed per year (cycles)
- Maximum time battery can output at maximum generating capacity (hours)
- Maximum generation capacity at IPC peak hours (%)
- Maintenance outages per year (number)
- Forced outage rate (%)
- Mean planned repair time (hours)
- Mean forced repair time (hours)
- Overnight installed cost (\$/kW, \$/kWh, \$)

Wind Technologies

- In Service Date
- Number of units
- Age of plant (if existing)
- Technical Life
- 8760 shape of generation output
- Storage Capacity (MWh)
- Battery capacity at peak hour (MW)
- Nameplate Capacity (MW)
- Auxiliary Load (MW)
- Average daily capacity
- Minimum guaranteed energy level
- Annual capacity degradation (% of MW per year)

- Maximum time battery can output at maximum generating capacity (hours)
- Maximum generation capacity at IPC peak hours (%)
- Maintenance outages per year (number)
- Forced outage rate (%)
- Mean planned repair time (hours)
- Mean forced repair time (hours)
- Overnight installed cost (\$/kW, \$/kWh, \$)

Solar Technologies

- In Service Date
- Number of units
- Age of plant (if existing)
- Technical Life
- 8760 shape of generation output
- Storage Capacity (MWh)
- Battery capacity at peak hour (MW)
- Nameplate Capacity (MW)
- Auxiliary Load (MW)
- Average daily capacity
- Minimum guaranteed energy level
- Annual capacity degradation (% of MW per year)
- Maximum time battery can output at maximum generating capacity (hours)
- Maximum generation capacity at IPC peak hours (%)
- Maintenance outages per year (number)
- Forced outage rate (%)
- Mean planned repair time (hours)
- Mean forced repair time (hours)
- Overnight installed cost (\$/kW, \$/kWh, \$)

EXHIBIT C – Information on Preferred Locations

The following diagram summarizes the preferred locations and points of delivery for Products proposed in response to this RFP. This is provided for information only. Respondents are directed to the Portal for the most recent version of this information. In the case of conflict between this information and the information provided in the Portal, the form provided in the Portal shall govern.

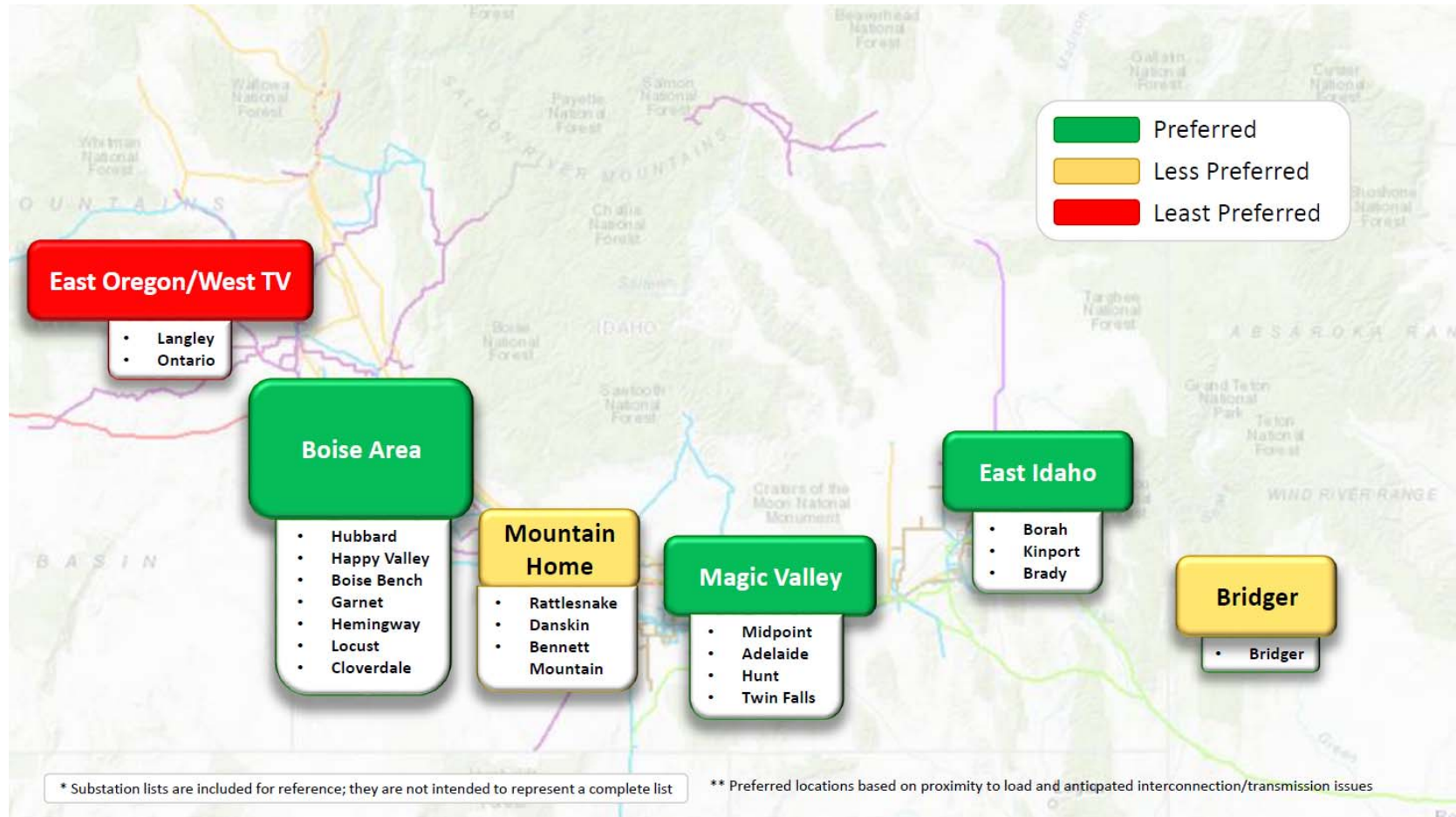


EXHIBIT D – Information on Most Valuable Hours

The following table illustrates the hours during which capacity and energy are most valuable to IPC for a typical day in each month for the year 2023. Proposals that can help meet 2023 peak capacity needs during critical hours while reducing surpluses off-peak will benefit in IPC’s analysis. **This is provided for information only. Respondents are directed to the Portal for the most recent version of this information. In the case of conflict between this information and the information provided in the Portal, the form provided in the Portal shall govern.**

	Summer 2023
Identified Capacity (Deficit) in MW (approximate)	(80)

Most Valuable Hours

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
January																									
February																									
March																									
April																									
May																									
June																									
July																									
August																									
September																									
October																									
November																									
December																									



= Critical Hours: These are the critical need hours for Idaho Power's capacity deficit



= Valuable Hours: These are in addition to the critical hours; IPC’s analysis will favor resources that can meet both the critical hours and the valuable hours

EXHIBIT E – Draft Form Term Sheet

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

EXHIBIT F – BESS Technical Specifications

Respondents are directed to the Portal for the BESS Technical Specifications that must be met for a BESS project offered for IPC ownership.

EXHIBIT G – Solar Technical Specifications

Respondents are directed to the Portal for the Solar + Storage Technical Specifications that must be met for a Solar + Storage project offered for IPC ownership.

EXHIBIT H – Wind Technical Specifications

Respondents are directed to the Portal for the Wind Technical Specifications that must be met for a Wind + Storage project offered for IPC ownership.

EXHIBIT I – Mutual Non-Disclosure Agreement

Respondents are directed to the Portal for the draft form Mutual Non-Disclosure Agreement that must be executed prior to discussion of IPC specific cyber security requirements.

EXHIBIT J - Counterparty Financial Questionnaire

Respondents are directed to the Portal for the Counterparty Financial Questionnaire document for which a response must be included in any proposal.

EXHIBIT K – Draft Form Letter of Credit

Respondents are directed to the Portal for the Draft Form Letter of Credit that must be redlined and submitted as part of a proposal

End of Document

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

IDAHO POWER COMPANY'S NOTICE OF EXCEPTION
UNDER OAR 860-089-0100

Exhibit 2

Power Purchase Agreement Between Black Mesa Energy LLC
and Idaho Power Company

REDACTED

March 18, 2022

**EXHIBIT 2 IS CONFIDENTIAL PER
OAR 860-001-0070 AND WILL BE
PROVIDED SEPARATELY**

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

IDAHO POWER COMPANY'S NOTICE OF EXCEPTION
UNDER OAR 860-089-0100

Exhibit 3

Special Contract Between Idaho Power Company
and Micron Technology, Inc.

March 18, 2022

SPECIAL CONTRACT
BETWEEN
IDAHO POWER COMPANY AND
MICRON TECHNOLOGY, INC.

THIS SPECIAL CONTRACT FOR ELECTRIC SERVICE (“Agreement”) is executed on March 9, 2022 (the “Execution Date”), by MICRON TECHNOLOGY, INC., a Delaware Corporation (“Micron”) and IDAHO POWER COMPANY, an Idaho Corporation (“Idaho Power”). Micron and Idaho Power are hereinafter referred to as a “Party” and collectively as the “Parties”.

WHEREAS, Micron is an existing retail customer of Idaho Power, taking service under Schedule 26; and

WHEREAS, Micron desires to meet a portion of its annual energy requirements with energy generated by Renewable Resources; and

WHEREAS, Micron and Idaho Power have agreed that Idaho Power will procure or construct dedicated Renewable Resources as prescribed herein to assist Micron in meeting a portion of its annual energy requirements with energy generated by Renewable Resources; and

WHEREAS, Micron desires to receive all of the Environmental Attributes produced by Renewable Resources on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Micron and Idaho Power, each intending to be legally bound, agree as follows:

2.5 “Bankruptcy Proceeding” occurs, with respect to any Person, if: (a) such Person shall institute a voluntary case seeking liquidation or reorganization under the United States Bankruptcy Code, or shall acquiesce to the institution of an involuntary case thereunder against it; (b) such Person shall file a petition or shall otherwise institute any similar proceeding under any other Applicable Law, or shall acquiesce thereto; (c) such Person shall apply for the appointment, or by consent or acquiescence there shall be an appointment, of a receiver, liquidator, sequestrator, trustee or other Person with similar powers for itself or any substantial part of its assets; (d) such Person shall make an assignment for the benefit of its creditors; (e) such Person shall admit in writing its inability to pay its debts generally as they become due; (f) such Person has an involuntary case commenced against it seeking liquidation or reorganization of such Person under the United States Bankruptcy Code or any similar proceedings shall be commenced against such Person under any other Applicable Law, and (i) the petition commencing the involuntary case is not timely controverted, (ii) the petition commencing the involuntary case is not dismissed within thirty (30) Days of its filing, (iii) an interim trustee is appointed to take possession of all or a portion of the property, and/or to operate all or any part of the business, of such Person and such appointment is not vacated within thirty (30) Days, or (iv) an order for relief shall have been issued or entered therein; (v) a decree or order of a court having jurisdiction in the subject assets for the appointment of a receiver, liquidator, sequestrator, trustee or other Person having similar powers, of such Person or all or a part of its property shall have been entered, or any other similar relief shall be granted against such Person under any Applicable Law; or (vi) such Person has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed, or restrained, in each case within thirty (30) Days thereafter.

2.6 “Black Mesa Renewable Resource PPA” is defined in Section 9.3.

2.7 “Billing Demand” means the kilowatts supplied to the Micron Facility during the coincident 15-consecutive-minute period of maximum use during the monthly billing

reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement.

2.15 "Credit Rating" means for any Person, the senior unsecured and long term debt rating of such Person by Moody's or S&P.

2.16 "Creditworthy Entity" means a Person that has a Credit Rating of at least (i) Baa3 or higher by Moody's or (ii) BBB- or higher by S&P. If a Person is rated by more than one of such rating agencies, then such Person shall be a Creditworthy Entity so long as the highest such rating satisfies the foregoing requirement.

2.17 "Developer" means a third-party who (a) owns or controls a Project that is not an Idaho Power-owned Renewable Resource and such Project's Project Output, (b) is a counterparty to Idaho Power in a Renewable Resource PPA with respect to such Project, and (c) is located in Idaho Power's balancing authority area.

2.18 "Energy Imbalance Market" or "EIM" means the California Independent System Operator's Western Energy Imbalance Market.

2.19 "Environmental Attributes" means the environmental and other attributes as may exist or come into existence from time to time from and after the Execution Date that differentiate the Project or its generation of electricity from energy generated by fossil fuel or nuclear powered generating units, and any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants designated by the United States Environmental Protection Agency or other governmental agencies, (b) all Emissions Reduction Credits; (c) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the earth's climate by trapping heat in the atmosphere,

reasonably foreseeable as of the Execution Date, (b) is not within the reasonable control of, or the result of the negligence of, the Party affected and (c) such Party is unable to overcome or avoid or cause to be avoided by the exercise of due diligence. Force Majeure shall include the following to the extent the foregoing conditions are met: acts of God, riot, insurrection, war (declared or not); mobilization, explosion fire, civil disturbance, labor dispute, labor or material shortage, vandalism, sabotage, act of the public enemy, terrorism, pandemic, civil disturbances, strike, labor disturbances, work slowdown or stoppage, blockades, sabotage, national emergency, and any action or restraint by court order or public or Governmental Authority (so long as the affected Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action). Force Majeure under this Agreement shall also include a valid claim of Force Majeure (or a similar term) by Developer pursuant to any Renewable Resource PPA that prevents Idaho Power from performing its obligations under this Agreement. Notwithstanding the foregoing, under no circumstances shall the following constitute an event of Force Majeure: (i) any increase of any kind in any cost; (ii) delays in or inability of a Party to obtain financing or changes in market conditions or other economic hardship of any kind affecting the economics of either Party; (iii) the COVID-19 pandemic or the effects or impacts of the COVID-19 pandemic; and (iv) general constraints on the global supply chain.

2.27 “Force Majeure Notice” is defined in Section 13.2.

2.28 “FTC” means the Federal Trade Commission.

2.29 “Gains” means, with respect to a Non-Defaulting Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement, determined in a commercially reasonable manner.

2.30 “Governmental Authority” means (a) any federal, state, local, municipal or other government, including the IPUC, OPUC and any other Idaho regulatory body with jurisdiction over a Party or (b) any other governmental, quasi-governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or

2.39 “Line Losses” means electrical energy consumed or lost in the transmission of electrical energy and/or electrical energy which is not available for useful purposes at the intended points of final consumption.

2.40 “Losses” means, with respect to a Non-Defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement, determined in a commercially reasonable manner, including any above-market costs of the Renewable Resource PPA in the case of Idaho Power as the Non-Defaulting Party and the cost of replacement resources (including Replacement Environmental Attributes) in the case of Micron as the Non-Defaulting Party

2.41 “Market Cessation Event” means (a) the disappearance or discontinuation of the announcement or publishing of the Floating Price, (b) a material change in the formula for or the method of determining the Floating Price or (c) the Floating Price pricing point ceases to exist in the relevant balancing authority.

2.42 “Market Disruption Event” means the failure or inability of the publisher of a Floating Price to publish the Floating Price or information necessary for determining the Floating Price for a particular Hour that is not a Market Cessation Event.

2.43 “Metered Output” means the electrical output and capacity of the Project delivered to Idaho Power by the applicable Renewable Resource.

2.44 “Micron Credit Support” is defined in Section 12.1(a).

2.45 “Micron Facility” means the Micron manufacturing complex located at 8000 South Federal Way, Boise, Idaho.

2.46 “Minimum Monthly Billing Demand” means the minimum monthly Billing Demand set forth in Schedule 26.

2.47 “Monthly Contract Payment” for any Month during the Term is the net sum for such Month of all charges and credits owed by Micron to Idaho Power as provided under Exhibit 1 and listed in Schedule 26. In the event that the net sum of bill amounts for any Month

2.55 “Project Output” means the Metered Output and Environmental Attributes, as a simultaneously bundled product, of a Project, either owned by Idaho Power or to be purchased by Idaho Power in accordance with a Renewable Resource PPA.

2.56 “Prudent Electrical Practices” means those practices, methods, and equipment that are commonly and ordinarily used in electrical engineering and utility operation to operate electrical equipment and deliver electric power and energy with safety, dependability, efficiency and economy.

2.57 “Qualified Issuer” means a U.S. commercial bank or the U.S. branch office of a foreign bank with a Credit Rating of “A-” (or future equivalent) or higher by S&P or “A3” (or future equivalent) or higher by Moody’s.

2.58 “Qualified Reporting Entity” is defined in the WREGIS Operating Rules.

2.59 “RECs” means (a) the Environmental Attributes associated with all Project Output, together with (b) the Environmental Attribute Reporting Rights associated with such energy and Environmental Attributes, however commercially transferred or traded under any of these or other product names, such as “Renewable Energy Credits,” “Renewable Energy WREGIS Certificates,” “Green-e Certified,” “Green Tags,” WREGIS Certificates, or otherwise.

2.60 “Renewable Portfolio Standard” or “RPS” means any Applicable Law that requires a Person to deliver to load, or to serve load with, a minimum percentage or quantity of electricity generated from resources that include Renewable Resources.

2.61 “Renewable Resource(s)” means (a) an electric generating facility utilizing solar photovoltaic (PV), wind, energy storage or other mutually-agreed technology, or combination thereof from which Idaho Power purchases the bundled Metered Output and Environmental Attributes bundled under a Renewable Resource PPA with a Developer, and that will be newly constructed and made operational after the Renewable Resource PPA execution date, or (b) an Idaho Power-owned Renewable Resource.

2.71 “Term” is defined in Section 3.1.

2.72 “Termination Payment” means, with respect to the Non-Defaulting Party, the net sum of the Losses or Gains, and Costs, expressed in U.S. Dollars, which such Party incurs as a result of the liquidation of this Agreement.

2.73 “Third Party Market Expert(s)” means a Person whose primary business is assessing the value of environmental commodities mutually acceptable to both Parties; provided, however, if the Parties are unable to agree upon two Third Party Market Experts as required by Sections 11.3(c) and 19.2, then each Party may select a Third Party Market Expert meeting the foregoing requirements.

2.74 “Total Supply Obligation” means the full capacity and energy requirements of the Micron Facility adjusted for Line Losses.

2.75 “WREGIS” means the Western Renewable Energy Generation Information System, or its successor organization, or other renewable energy tracking program mutually agreeable to Idaho Power and Micron.

2.76 “WREGIS Certificate” means a “WREGIS Certificate” as defined by the WREGIS Operating Rules.

2.77 “WREGIS Operating Rules” means the operating rules of WREGIS.

2.78 Interpretation. Unless the context otherwise requires:

a. Words singular and plural in number shall be deemed to include the other, and pronouns having masculine or feminine gender shall be deemed to include the other.

b. Any reference in this Agreement to any Person includes its successors and permitted assigns and, in the case of any Governmental Authority, any Person(s) succeeding to its functions, authority, and capabilities.

k. The words “hereof,” “herein,” “hereunder,” and other words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

l. The words “shall” and “will” mean “must,” and shall and will have equal force and effect and express an obligation.

m. References to “or” are disjunctive but not necessarily exclusive; unless the context dictates otherwise, “or” is to be interpreted as “and/or” rather than “either/or”.

n. References to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or reenacted, and include references to all bylaws, instruments, orders, and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires.

o. If either Party provides notice to the other Party that in its view a Market Disruption Event or Market Cessation Event with respect to one or more Hours has occurred the Parties will work in good faith to determine a substitute Floating Price.

SECTION 3. – TERM OF AGREEMENT

3.1 This term of this Agreement (the “Term”) shall commence on the Execution Date and shall terminate upon the latest of (a) termination by mutual agreement of the Parties, (b) termination in accordance with Section 19, and (c) termination by notice from one Party to the other Party specifying a termination date no earlier than 12 months after the date of delivery of the notice; provided, however, in the case of clause (c), this Agreement shall continue in effect notwithstanding such notice of termination until all outstanding Renewable Resource PPAs have expired or terminated; provided further, if both Parties give notice of termination pursuant to clause (c), the earliest effective date will prevail.

kilowatts. Micron shall notify Idaho Power in writing of its desire to increase the Contract Demand at least three months in advance of the first day of the month it desires the additional capacity to be made available. The new Contract Demand shall be in effect for a minimum of six months. Micron cannot increase the Contract Demand more than 10,000 kilowatts in any six-month period.

b. Decreases to Contract Demand. Micron may decrease the Contract Demand in even increments of 1,000 kilowatts up to the full amount of the then-current Contract Demand. Micron shall notify Idaho Power in writing that it desires to decrease the Contract Demand at least three months in advance of the first day of the month in which it desires the decreased Contract Demand to be effective. The new Contract Demand shall be in effect for a minimum of six months.

5.3 Minimum Monthly Billing Demand. The “Minimum Monthly Billing Demand” is set forth in Schedule 26. If, in any two successive months, Billing Demand is less than the Minimum Monthly Billing Demand the parties agree to enter into good faith negotiations to revise paragraph 5.2 and its subparagraphs.

5.4 Excess Demand. The availability of power in excess of the Contract Demand is not guaranteed, and if Billing Demand at the Micron Facility exceeds the Contract Demand, Idaho Power may curtail service to the Micron Facility. Idaho Power reserves the right to install, at any time, at Micron’s expense, any device necessary to protect Idaho Power’s system from damage which may be caused by Billing Demand at the Micron Facility exceeding the Contract Demand. Micron will be responsible for any damages to Idaho Power’s system or damages to third parties resulting from Billing Demand at the Micron Facility exceeding the Contract Demand. Micron agrees to use its best reasonable efforts to monitor its electric loads and to advise Idaho Power as soon as possible of the potential for Billing Demands at the Micron Facility to exceed the Contract Demand.

SECTION 6. – FACILITIES FOR DELIVERY TO MICRON FACILITY

6.1 Additional Facilities. To the extent that additional transmission and/or substation Interconnection Facilities are required to provide the requested service, special

for calculating consumption. In calculating the estimate, consideration will be given to Micron's consumption in the Hours immediately preceding the meter data failure or for consumption in similar periods of other years and other relevant facts. If Micron is due a credit or is subject to a charge as a result of a meter error then Idaho Power shall recalculate prior billings using the corrected meter data and provide any such credit or additional charge on the next monthly invoice.

SECTION 8. – PAYMENT OF BILLS/SETTLEMENTS

8.1 Billing Data. Micron shall pay Idaho Power the Monthly Contract Payment as consideration for all services provided under this Agreement. Invoices for payment of the Monthly Contract Payment shall be prepared and submitted by Idaho Power to Micron monthly. All invoices or bills shall contain such data as may be reasonably required to substantiate the Monthly Contract Payment, including statements of the meter reading at the beginning and end of the billing period, meter constants, and consumption during the billing period. Such invoice shall also include an itemized summary of the Project Output delivered onto the Idaho Power system by the Project on an Hourly basis during the Month immediately preceding the applicable invoice.

8.2 Payment Procedure. The Monthly Contract Payment owed by Micron to Idaho Power hereunder shall be due and payable within fifteen (15) days following Micron's receipt of the monthly invoice from Idaho Power. Payment will be made by electronic transfer of funds. Idaho Power shall provide Micron with current ASA routing numbers and any other necessary instructions to facilitate the electronic transfer of funds.

SECTION 9. – RENEWABLE RESOURCE PROJECT

9.1 Renewable Resource Projects. Micron and Idaho Power intend for Idaho Power to enter into one or more Renewable Resource PPAs and/or procure or construct one or more Idaho Power-owned Renewable Resources to provide the Total Supply Obligation and Environmental Attributes as further described herein. Either Party may propose Renewable Resource PPAs and Renewable Resource acquisitions; provided that (a) Idaho Power shall obtain Micron's consent prior to entering into any Renewable Resource

Idaho Power. If such election is exercised, then the “Project Output” for the Black Mesa Renewable Resource PPA shall be 30 MW.

SECTION 10. – ENVIRONMENTAL ATTRIBUTES

10.1 Environmental Attributes. Idaho Power shall, or shall cause the Developer to, as soon as practicable but in any case on or before January 31 of each calendar year, retire, on Micron’s behalf, all Environmental Attributes associated with Project Output through the Applicable Program. If any Environmental Attributes have not been received by Idaho Power from a Developer, Idaho Power, following consultation with Micron, shall enforce its contractual rights against the Developer in accordance with such Renewable Resource PPA. The Parties shall execute all additional documents and instruments reasonably requested by Micron in order to further document the transfer of the Environmental Attributes to Micron or its designees. Idaho Power will cooperate with Micron in the transfer of such Environmental Attributes. Micron acknowledges that Idaho Power does not own or control any Project that is not an Idaho Power-owned Renewable Resource and cannot control or optimize the ability of the Project to generate Environmental Attributes beyond the rights set forth in the Renewable Resource PPA. Idaho Power shall (a) cause the Renewable Resource PPA to require the Developer to provide Green-e Certified RECs at Developer’s cost and (b) for any Idaho Power-owned Renewable Resource, provide Green-e Certified RECs to Micron at Idaho Power’s cost.

10.2 Exclusive Right to Environmental Attributes. Idaho Power represents that it has not claimed and agrees that it will not hereafter claim any Environmental Attributes, or “renewable energy,” “clean energy,” “green energy,” or similar attributes from the Project or Project Output as belonging or attributable to Idaho Power or any Project generation or facilities, and agrees it will report to Micron any such claims made by third parties of which Idaho Power becomes aware. As of the Execution Date and the date of entry into any Renewable Resource PPA, Idaho Power represents that it is not actually aware of any such claims made by third parties. To the extent that any such public communication is allowed hereunder, in any public communication concerning the Project or Project Output, Idaho Power must at all times be fully compliant with the applicable requirements

Utility Regulatory Policies Act) renewable resource power purchase agreements. Idaho Power shall (a) for any Renewable Resource that is not an Idaho Power-owned Renewable Resource, monitor the Developer's compliance with the applicable Renewable Resource PPA, and require the Developer to deliver directly to Micron periodic reports on Project performance and factors affecting Project performance, and other information reasonably requested by Micron and (b) for any Idaho Power-owned Renewable Resource, deliver directly to Micron periodic reports on Project performance and factors affecting Project performance, and other information reasonably requested by Micron. Idaho Power will regularly update Micron, and require Developer to directly update Micron, on major milestones in Project development and promptly notify Micron of the Project achieving Commercial Operation. Idaho Power shall provide Micron with any notices or communications received from the Developer with respect to each Renewable Resource PPA or a Project. Except during the continuance of an Event of Default by Micron under Section 19.1 or as otherwise provided herein, Idaho Power will not, without the prior written consent of Micron, (i) sell, assign, or transfer any Renewable Resource PPA or Idaho Power-owned Renewable Resource to any Person other than to Micron or Micron's designee; (ii) amend, modify, extend the term of, or change in any respect any Renewable Resource PPA; (iii) terminate any Renewable Resource PPA; (iv) waive any material performance obligation or default under any Renewable Resource PPA; (v) settle or resolve any pending or threatened proceeding with respect to any Renewable Resource PPA or Idaho Power-owned Renewable Resource which would have a material impact upon Micron; or (vi) agree in advance to any of the foregoing. Such consent of Micron will not be unreasonably withheld, conditioned or delayed. Micron shall cooperate with Idaho Power to resolve any conflicts delaying consent where time is of the essence.

11.2 Developer Defaults Under Renewable Resource PPA.

- a. If an event of default or termination event attributable to Developer, or an event or circumstance that, with the giving of notice or passage of time, would constitute an event of default or termination event attributable to Developer, however so described, occurs under a Renewable Resource PPA (a "Renewable

b. Upon termination of a Renewable Resource PPA as a result of a Renewable Resource PPA Default as contemplated by Section 11.2(a): (i) Idaho Power shall calculate the termination payment, if any, due and owing under the Renewable Resource PPA; (ii) Idaho Power shall exercise any rights Idaho Power may have against any collateral or security posted by the Developer and held by or on behalf of Idaho Power, (iii) Idaho Power may, to the extent allowed under the terms of the applicable Renewable Resource PPA, apply the proceeds of collateral posted by the Developer against any termination payment owed by the Developer, and (iv) if Idaho Power is owed such termination payment from the Developer, Idaho Power shall forward to Micron any such termination payment and other amounts recovered minus any reasonable and documented costs incurred by Idaho Power in recovering such termination payment and other amounts, as, when and to the extent such termination payment and other amounts are actually received by Idaho Power.

11.3 Idaho Power Defaults Under Renewable Resource PPA.

a. If an event of default or termination event attributable to Idaho Power, or an event or circumstance that, with the giving of notice or passage of time, would constitute an event of default or termination event attributable to Idaho Power, however so described, occurs under the Renewable Resource PPA (such event, an "Idaho Power Renewable Resource PPA Default"), then Idaho Power shall Notify Micron and provide information on plans, if applicable to cure the event of default or termination event.

b. Idaho Power shall be responsible to pay, without reimbursement from Micron, all amounts owed by Idaho Power to Developer on account of an Idaho Power Renewable Resource PPA Default, including any termination payment payable by Idaho Power to Developer thereunder.

c. If Micron does not receive Environmental Attributes to which Micron is entitled as a result of an Idaho Power Renewable Resource PPA Default or a Renewable Resource PPA is terminated as a result of an Idaho Power Renewable

11.5 No Greenhouse Gas-Specific or REC-Retiring Imports. Idaho Power will ensure that the Metered Output and Project capacity to be provided to Idaho Power is not delivered into a Claiming Jurisdiction. This includes not delivering Metered Output or Project capacity into California or into any California balancing authority area, through a sale of resource adequacy capacity to any California load serving entity, by participation in any California Independent System Operator market, participation in the Energy Imbalance Market, as an import of “specified source” energy within the meaning of California’s Regulation for the Mandatory Reporting of Greenhouse Gas Emissions, or otherwise. Nothing in this Agreement prohibits Idaho Power from being a participating resource in EIM supplying energy to non-California, non-Claiming Jurisdiction participants. In the event that Idaho Power participates in any California Independent System Operator market, Idaho Power shall not claim any Environmental Attributes, or “renewable energy,” “clean energy,” “green energy,” or similar attributes from the Project or Project Output as belonging or attributable to Idaho Power or any Project generation or facilities, and agrees it will report to Micron any such claims made by third parties of which Idaho Power becomes aware.

SECTION 12. – CREDIT REQUIREMENTS

12.1 Micron Credit Support.

a. If at any time, Micron’s credit rating is downgraded such that Micron is no longer a Creditworthy Entity, Idaho Power may deliver notice thereof to Micron, and within ten (10) Business Days after such notice, Micron shall deliver to Idaho Power a Letter of Credit, or cash (to be held in an escrow account pursuant to an escrow agreement with a Qualified Issuer in form and substance satisfactory to Micron) in an amount equal to the greater of (a) the net present value of the greater of zero dollars (\$0.00) and the difference of (i) the total market price of all Project Output expected to be delivered for the remainder of the Term based on the 8760 generation profiles of the Projects, as established by Idaho Power’s most recently acknowledged IRP market model, minus (ii) the total Renewable Resource Contract Price for all such Project Output, and (b) \$90 per

13.2 The Party claiming the occurrence of a Force Majeure event that prevents it from performing its obligations under this Agreement shall give the other Party notice of the Force Majeure event, including the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay (the "Force Majeure Notice") as soon as practicable after the affected Party becomes aware that such Force Majeure event affects its performance and in any event, no later than ten (10) days after the affected Party becomes aware that such Force Majeure event affects its performance hereunder. The affected Party shall prepare a Force Majeure cure plan describing the actions reasonably expected to be necessary to overcome the Force Majeure event and the time reasonably anticipated to perform such actions. Thereafter, such Party shall provide progress reports to the other Party at least every thirty (30) days describing actions taken to remedy the consequences of the Force Majeure event, the schedule for future actions and the expected date by which performance shall no longer be affected by the Force Majeure event. When such Party has overcome such Force Majeure event and is ready to resume full performance under this Agreement, notice shall be provided to the other Party and full performance shall resume.

SECTION 14. – ACCESS TO PREMISES

14.1 During the term of this Agreement, and for a reasonable period following termination, Idaho Power shall have access to the Micron Facility premises at all reasonable times with proper notice to Micron for the purposes of reading meters, making installations, repairing and removing Interconnection Facilities and Idaho Power equipment and for other proper purposes hereunder.

SECTION 15. – ASSIGNMENT

15.1 This Agreement shall be binding upon the heirs, legal and personal representatives, successors and assigns of the parties hereto.

solely responsible for claims of and payment to its employees for injuries occurring in connection with their employment or arising out of any workman's compensation law.

SECTION 17. – IDAHO PUBLIC UTILITIES COMMISSION JURISDICTION

17.1 This Agreement and the respective rights and obligations of the parties hereunder, shall be subject to (a) Idaho Power's General Rules and Regulations as now or hereafter in effect and on file with the IPUC and (b) to the jurisdiction and regulatory authority of the IPUC and the laws of the State of Idaho.

17.2 The rates set forth in this Agreement and Schedule 26 are subject to the continuing jurisdiction of the IPUC. The rates under this Agreement are subject to change and revision by order of the IPUC upon a finding, supported by substantial competent evidence, that such rate change or revision is just, fair, reasonable, sufficient, non-preferential, and nondiscriminatory. It is the parties' intention by such provision that the rate making standards to be used in making any revisions or changes in rates, and the judicial review of any revisions or changes in rates, will be the same standards that are applicable to Idaho intrastate tariff rates.

SECTION 18. – REGULATORY APPROVAL

18.1 Final Regulatory Approval. This Agreement is subject to, and is expressly conditioned upon: (a) the approval by the IPUC of all terms and provisions hereof without change or condition; and (b) the approval by the IPUC of the Black Mesa Renewable Resource PPA including all terms and conditions thereof without change or condition and a declaration that all payments made to the Black Mesa Renewable Resource PPA Developer thereunder shall be allowed as prudently incurred expenses for ratemaking purposes; and (c) the approval by the OPUC of a waiver of the application of the OPUC's resource procurement rules, OAR Chapter 860, Division 89, an OPUC determination that a waiver of the application of its resource procurement rules is unnecessary, or OPUC approval of the Black Mesa Renewable Resource PPA including all terms and conditions thereof without change or condition and a declaration that all payments made to the Black Mesa Renewable Resource PPA Developer thereunder shall be allowed as prudently

- d. Micron shall become subject to a Bankruptcy Proceeding;
- e. Idaho Power shall become subject to a Bankruptcy Proceeding and, at any time during the pendency of such Bankruptcy Proceeding, Idaho Power shall fail to deliver the Total Supply Obligation or Environmental Attributes required to be delivered under this Agreement in circumstances where such failure was not excused by Force Majeure;
- f. The Defaulting Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Applicable Law or pursuant to an agreement reasonably satisfactory to the other Party;
- g. With respect to Idaho Power, Idaho Power knowingly (i) sells Environmental Attributes from a Project to a Person other than Micron in breach of this Agreement and does not permanently cease such sale, (ii) otherwise fails to transfer Environmental Attributes from a Project to Micron as required by this Agreement, or (iii) makes a public statement or otherwise takes an action that any Governmental Authority or the administrators of an Applicable Program determine is a retirement, double counting, double sale, double use or double claim of Environmental Attributes, and upon notice by Micron, does not permanently cease the making of such public statement or action;
- h. Either Party is or becomes a Sanctioned Person;
- i. Micron shall fail to maintain the Micron Credit Support required by Section 12.1 of this Agreement.

19.2 Remedies. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, then the Non-Defaulting Party shall have all rights and remedies available at law or in equity, including the right, but not the obligation, to take one or more of the following actions: (a) designate a Day, no earlier than the Day such

Non-Defaulting Party and shall be due only from the Defaulting Party. The Non-Defaulting Party may, in addition to pursuing any and all other remedies available at law or in equity, proceed against collateral or other security held by the Non-Defaulting Party in whatever form to reduce any amounts arising from such Event of Default.

19.4 Notice of Termination Payment. As soon as practicable, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment. Such notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment, if any, shall be made by the Defaulting Party within two (2) Business Days after such notice is effective.

19.5 Disputes with Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

19.6 Closeout Setoff. After calculation of a Termination Payment in accordance with Section 19.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to set off against such Termination Payment, and all outstanding amounts due to the Defaulting Party as of the Early Termination Date, any amounts due and owing by the Defaulting Party to the Non-Defaulting Party under this or any other agreements, instruments or undertakings between the Defaulting Party and the Non-Defaulting Party. The remedy provided for in this Section shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

19.7 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use Commercially Reasonable Efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance hereof.

f. Litigation. No litigation, arbitration, investigation or other proceeding is pending or, to the best of such Party's knowledge, threatened against such Party or any Affiliate with respect hereto and the transactions contemplated hereunder that would reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement or the enforceability of this Agreement against it.

g. No Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement based upon any agreements or arrangements or commitment, written or oral, made by or on behalf of the Party.

h. Bankruptcy Eligible. It is an entity eligible to file as a debtor under Chapter 7 and/or Chapter 11 of the United States Bankruptcy Code;

i. No Proceedings. There are no Bankruptcy Proceedings pending or being contemplated by it or, to its knowledge, threatened against it;

j. Full Understanding. It has entered into this Agreement with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks;

k. Own Judgment. It has made the decision to enter into this Agreement based upon its own judgment and upon any advice from such advisors as it has deemed necessary;

l. No Assurances. Other than as set forth in the terms of this Agreement with respect to its own performance hereunder, such Party has not given to the other Party any assurances as to the expected economic outcome of entering into this Agreement; and

m. Not a Sanctioned Person. It is not a Sanctioned Person.

in accordance with the Offer(s) for the remaining term of this Agreement, or (2) terminated in accordance with Section 19 of this Agreement.

21.3 The parties agree that the Right of First Refusal set forth hereinabove is not perpetual, but may be exercised by Idaho Power until Micron has received Offer(s), at one time or another, and whether or not such Offer(s) have been met or bettered by Idaho Power, for an aggregate total amount of power and energy equal to at least 18,000 kilowatts. The parties further agree that if Micron presents the third-party's or parties' Offer(s) to Idaho Power after termination of this Agreement, the Right of First Refusal shall survive such termination.

SECTION 22. – MISCELLANEOUS PROVISIONS

22.1 Notices. All notices, requests, statements or payments shall be made to the addressee specified on Exhibit 3. Notices shall, unless otherwise specified herein, be in writing and delivered by hand, certified United States mail (return receipt requested), reputable overnight courier service or email. For all notices delivered by a method other than email, the Party giving notice shall, at the time of sending such notice, send an email copy of the notice to the email addresses provided for such addressee in Exhibit 3. Notice by email or hand delivery shall be effective when received, if received during business hours on a Business Day, and otherwise shall be effective on the next Business Day; provided that email notice shall not be effective unless and until acknowledged by the recipient. Notice by overnight United States mail or courier shall be effective upon receipt or rejection, as specified in the return receipt or tracking report, as applicable. A Party may change its addresses by providing notice thereof in accordance with this Section.

22.2 Cooperation. Each Party acknowledges that the satisfactory performance and operation of its various obligations under this Agreement will often require the cooperation of the other Party. To that end, each Party will make good faith efforts to bring to the attention of the other Party, or its Affiliates any condition or circumstance that it believes the other Party is unaware of that may materially impact such Party's performance hereunder; provided, however, that under no circumstance shall any alleged failure to

Agreement shall be deemed an original and binding upon the Party against which enforcement is sought.

22.8 Modification/Amendment. This Agreement may not be modified or amended except by a written instrument signed by each of the Parties hereto.

22.9 Exhibits. The Exhibits attached hereto shall form a part of this Agreement and are hereby incorporated into this Agreement by reference as if fully set forth herein.

22.10 Time. Time is of the essence to the performance of the terms and conditions of this Agreement; provided, however, that if the final date of any period which is set for a time provision under this Agreement falls on a Day that is not a Business Day, in such event the time of such period shall be extended to the next Business Day.

22.11 Governing Law. Unless otherwise expressly provided herein, the terms and conditions of this agreement shall be governed by, controlled, construed and enforced in accordance with the laws and decisions of the state of Idaho applicable to agreements to be made and to be performed in Idaho without regard to principles of conflicts of law..


22.12 Limitations of Remedies, Liability, and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR SUCH BREACH UNLESS OTHERWISE STATED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE (EXCEPT TO THE EXTENT THAT AN INDEMNIFYING PARTY PURSUANT TO THE PROVISIONS OF SECTION 16 HEREOF IS OBLIGATED TO INDEMNIFY AGAINST THIRD PARTY CLAIMS FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOST PROFITS

obligations, or performance due under this Agreement or any breach or failure of performance of either Party.

22.16 Further Assurances. If any Party reasonably determines or is reasonably advised that any further instruments or any other things or actions are necessary or desirable to carry out the terms of this Agreement, then the other Party shall perform and execute and deliver, or cause to be performed, executed and delivered, all such further actions, instruments and things reasonably necessary and proper to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the date first set forth above.

MICRON TECHNOLOGY, INC.

By: 
Name: Heather J. Baldwin
Title: VP, Procurement, Indirect & Real Estate



IDAHO POWER COMPANY

By: *Adam Richins*
Name: Adam Richins
Title: Chief Operations Officer

APPROVED AS TO FORM:
Idaho Power Legal Department
This date 3-9-22 DEW

“Renewable Capacity Credit Rate” is based on the Avoided Levelized Capacity Costs included as part of Demand-Side Management Financial Assumptions in the most recently acknowledged IRP, is set at the time of execution of the Renewable Resource PPA or the Parties’ agreement to procure or construct the Idaho Power-owned Renewable Resource, as applicable, and remains the same value for the duration of the term of the Renewable Resource PPA or the period of time during which the Idaho Power-owned Renewable Resource will provide Project Output to Micron, as applicable.

“Renewable Capacity Credit Adjustment” will be determined at time of execution of the Renewable Resource PPA or the Parties’ agreement to procure or construct the Idaho Power-owned Renewable Resource, as applicable, be subject to IPUC approval, and include any adjustment necessary to ensure no cost shift to other customers.

“Renewable Capacity Credit” means the product of the Renewable Capacity Contribution and the Renewable Capacity Credit Rate. The Renewable Capacity Credit will be provided to Micron monthly, starting the month of the respective Project’s Renewable Capacity Credit Eligibility Date (contained in Schedule 26) or the month following the commercial operation date of the applicable Project, whichever is later, and will remain in effect for the duration of the term of the Renewable Resource PPA or the period of time during which the Idaho Power-owned Renewable Resource will provide Project Output to Micron, as applicable.

“Renewable Resource Cost” represents the Renewable Resource Contract Price and any additional costs incurred by Idaho Power not included in the Renewable Resource Contract Price, which are necessarily incurred to certify Environmental Attributes pursuant to the Agreement.

“Renewable Resource On-Site Usage” means the amount of energy output from all Projects in any Hour that meets any portion of the Total Supply Obligation energy requirement for such Hour.

“Supplemental Energy” means the amount for each Hour by which the Project Output is less than the Total Supply Obligation energy requirement.

“Supplemental Energy Cost” means the total amount of Supplemental Energy for the month times the Monthly Energy Charge.

Source and Timing of Updates to Pricing Components

Pricing components will be updated at the following intervals:

Schedule 26 Rates	Excess Generation Price	<u>Renewable Capacity Credit Rate</u>
General Rate Case Other Revenue Requirement Filing	Upon IPUC IRP acknowledgment	Execution of the Renewable Resource PPA or the Parties’ agreement to procure or construct the Idaho Power-owned Renewable Resource, as applicable, subject to IPUC approval

- 5) all of the environmental attributes transferred to Buyer (as listed above) were generated at the [_____] facility, a [_____] -powered generation facility located in [County, State]; and
- 6) environmental attributes transferred to Buyer include RECs which shall be registered and eligible under the [registration program] specified in the Renewable Energy Purchase Agreement.

As an authorized agent of Seller, I attest that the above statements are true and correct.

Signature
Place of Execution _____

Date

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

IDAHO POWER COMPANY'S NOTICE OF EXCEPTION
UNDER OAR 860-089-0100

Exhibit 4

Micron No-Harm Analysis

March 18, 2022

MICRON NO-HARM ANALYSIS

Year	(a) Buildout Revenue Requirement	(b) Micron Buildout Revenue Requirement Share	(c) All Other Customer Buildout Revenue Requirement Share	(d) NPSE	(e) Micron Energy Ratio Share %	(f) All Other Customer Energy Ratio Share %	(g) [(d + i) x e] Micron NPSE & Capacity Credit Share	(h) [(d + i) x f] All Other Customer NPSE & Capacity Credit Share	(i) [c + h] All Other Customer Total
2021 IRP Preferred Portfolio ("Without" Scenario)									
2021	\$ -	\$ -	\$ -	\$ 392,927,166	3.52%	96.48%	\$ 13,814,888	\$ 379,112,278	\$ 379,112,278
2022	-	-	-	402,420,743	3.81%	96.19%	15,313,568	387,107,175	387,107,175
2023	22,266,322	713,056	21,553,266	490,721,424	4.15%	95.85%	20,342,153	470,379,271	491,932,537
2024	125,596,918	5,088,110	120,508,808	389,570,463	4.65%	95.35%	18,103,513	371,466,950	491,975,758
2025	137,699,440	5,369,279	132,330,161	404,781,334	4.62%	95.38%	18,687,168	386,094,166	518,424,327
2026	133,607,304	5,058,238	128,549,066	412,315,342	4.50%	95.50%	18,573,220	393,742,122	522,291,188
2027	131,385,452	4,831,658	126,553,794	441,000,856	4.41%	95.59%	19,434,099	421,566,758	548,120,552
2028	133,299,653	4,764,524	128,535,129	450,082,128	4.34%	95.66%	19,519,942	430,562,186	559,097,315
2029	175,844,532	6,132,640	169,711,892	446,712,020	4.31%	95.69%	19,255,987	427,456,033	597,167,926
2030	177,472,406	6,134,547	171,337,858	462,130,735	4.28%	95.72%	19,788,242	442,342,493	613,680,352
2031	179,886,767	6,157,607	173,729,159	467,486,717	4.26%	95.74%	19,923,812	447,562,905	621,292,065
2032	181,302,237	6,143,994	175,158,243	483,832,917	4.23%	95.77%	20,489,487	463,343,430	638,501,672
2033	188,219,332	6,305,195	181,914,137	470,576,713	4.22%	95.78%	19,840,062	450,736,651	632,650,789
2034	260,837,904	8,784,835	252,053,070	479,706,688	4.18%	95.82%	20,071,221	459,635,467	711,688,536
2035	305,715,431	10,127,528	295,587,902	486,451,436	4.15%	95.85%	20,185,519	466,265,917	761,853,819
2036	307,653,327	10,079,125	297,574,202	484,911,165	4.11%	95.89%	19,941,297	464,969,868	762,544,070
2037	314,994,096	10,192,333	304,801,763	476,174,864	4.07%	95.93%	19,393,689	456,781,175	761,582,938
2038	329,296,102	10,558,284	318,737,818	477,374,891	4.03%	95.97%	19,238,836	458,136,055	776,873,874
2039	325,639,685	10,335,603	315,304,082	505,128,512	3.99%	96.01%	20,171,993	484,956,519	800,260,601
2040	315,916,413	9,936,297	305,980,115	536,521,594	3.95%	96.05%	21,201,995	515,319,600	821,299,715
20-Year Total	\$ 3,746,633,320			\$ 9,160,827,709					\$ 12,397,457,487
20-Year NPV	\$ 1,554,541,757			\$ 4,677,710,276					\$ 5,982,503,213

MICRON NO-HARM ANALYSIS

Year	(a) Buildout Revenue Requirement	(b) Micron Buildout Revenue Requirement Share	(c) All Other Customer Buildout Revenue Requirement Share	(d) NPSE (Excludes PPA Cost)	(e) Micron Energy Ratio Share %	(f) All Other Customer Energy Ratio Share %	(g) [(d + i) x e] Micron NPSE & Capacity Credit Share	(h) [(d + i) x f] All Other Customer NPSE & Capacity Credit Share	(i) Micron Capacity Credit	(j) [c + h] All Other Customer Total	(Benefit)/Cost	
Micron Clean Energy Your Way with Black Mesa PPA ("With" scenario)												
2021	\$ -	\$ -	\$ -	\$ 392,927,166	3.52%	96.48%	\$ 13,814,888	\$ 379,112,278	\$ -	\$ 379,112,278	\$ -	
2022	-	-	-	402,420,743	3.81%	96.19%	15,313,568	387,107,175	-	387,107,175	-	
2023	20,322,091	650,794	19,671,297	488,878,335	3.73%	96.27%	18,257,211	471,650,996	1,029,873	491,322,293	(610,244)	
2024	122,252,366	4,758,617	117,493,749	386,573,217	4.10%	95.90%	15,904,035	372,434,678	1,765,496	489,928,426	(2,047,332)	
2025	134,368,097	5,055,980	129,312,117	402,777,212	4.08%	95.92%	16,493,834	388,048,874	1,765,496	517,360,991	(1,063,336)	
2026	130,308,508	4,755,714	125,552,794	411,231,986	3.98%	96.02%	16,427,526	396,569,955	1,765,496	522,122,749	(168,438)	
2027	128,195,885	4,540,646	123,655,239	440,532,567	3.89%	96.11%	17,208,426	425,089,636	1,765,496	548,744,875	624,324	
2028	130,137,562	4,487,360	125,650,202	449,484,877	3.83%	96.17%	17,260,351	433,990,022	1,765,496	559,640,224	542,909	
2029	172,685,864	5,843,720	166,842,144	444,477,578	3.80%	96.20%	16,976,309	429,266,765	1,765,496	596,108,910	(1,059,016)	
2030	174,374,587	5,853,681	168,520,907	459,523,639	3.78%	96.22%	17,436,915	443,852,220	1,765,496	612,373,127	(1,307,225)	
2031	176,849,508	5,886,790	170,962,718	464,122,558	3.76%	96.24%	17,527,916	448,360,138	1,765,496	619,322,856	(1,969,209)	
2032	178,325,241	5,883,090	172,442,151	481,660,161	3.74%	96.26%	18,064,409	465,361,248	1,765,496	637,803,399	(698,273)	
2033	185,302,295	6,055,080	179,247,215	468,120,222	3.72%	96.28%	17,479,101	452,406,617	1,765,496	631,653,831	(996,957)	
2034	257,980,513	8,436,335	249,544,178	476,429,742	3.69%	96.31%	17,649,097	460,546,141	1,765,496	710,090,319	(1,598,217)	
2035	302,917,367	9,772,333	293,145,033	484,061,923	3.66%	96.34%	17,788,128	468,039,292	1,765,496	761,184,325	(669,494)	
2036	304,914,262	9,736,338	295,177,924	482,276,714	3.63%	96.37%	17,565,656	466,476,554	1,765,496	761,654,478	(889,592)	
2037	312,313,694	9,859,989	302,453,705	472,372,348	3.59%	96.41%	17,042,605	457,095,239	1,765,496	759,548,944	(2,033,994)	
2038	329,296,102	10,295,297	319,000,805	472,878,532	3.56%	96.44%	16,880,605	457,763,423	1,765,496	776,764,228	(109,645)	
2039	325,639,685	10,081,427	315,558,258	499,752,198	3.52%	96.48%	17,665,609	483,852,085	1,765,496	799,410,343	(850,258)	
2040	315,916,413	9,689,076	306,227,337	533,081,027	3.49%	96.51%	18,641,994	516,204,529	1,765,496	822,431,866	1,132,151	
20-Year Total	\$ 3,702,100,039			\$ 9,113,582,744						\$ 12,383,685,638	\$ (13,771,848)	
20-Year NPV	\$ 1,531,067,362			\$ 4,657,325,065						\$ 5,975,667,902	\$ (6,835,310)	
										Imputed Debt	\$ 4,345,867	
											(Benefit)/Cost - Net Imputed Debt Impact	\$ (2,489,443)