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September 15, 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: UM 2255 - In the Matter of Idaho Power Company, Application for Approval of 2026 All-Source Request for Proposals to Meet 2026 Capacity Resource Need.

Attention Filing Center:

Attached for filing in the above-captioned docket is Idaho Power Company's Application to Open an Independent Evaluator Selection Docket. Pursuant to OAR 860-089-0200(1), this filing is being served to parties from the Company's most recent general rate case (docket UE 233), most recent request for proposal filings (dockets UM 2210 and UM 2226), and most recent IRP docket (docket LC 78).

Idaho Power respectfully requests that all communications with reference to this Application be sent to the following:

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Sincerely,

Adam Lowney

Enclosures:

Request for Proposals Independent Evaluator for Idaho Power Company's 2026 All-Source Request for Proposals for Energy and Capacity Resources

Attachment A – Professional Services Agreement

Attachment B – IPC 's Proposed 2026 RFP Timeline

Attachment C – Oregon Competitive Bidding Rules (Order 18-324)

Attachment D – IPC's Proposed 2026 RFP Bid Scoring and Modeling Process

Attachment E – Respondent Pricing Proposal

Attachment F – Explanation of Proposed Market Purchase Volumes for 2026 RFP

cc: Dockets UE 233, UM 2210, UM 2226 and LC 78 Service Lists

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 2255

In the Matter of

IDAHO POWER COMPANY

Application for Approval of 2026 All-Source
Request for Proposals to Meet 2026 Capacity
Resource Need.

**IDAHO POWER COMPANY'S
APPLICATION TO OPEN
INDEPENDENT EVALUATOR
SELECTION DOCKET**

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I. INTRODUCTION

In accordance with the competitive bidding rules adopted by the Public Utility Commission of Oregon (Commission),¹ Idaho Power Company (Idaho Power or Company) requests an order: (1) opening a docket for approval of Idaho Power’s 2026 All-Source Request for Proposals (RFP), soliciting the acquisition of a combination of energy and capacity resources with as much as 1,100 megawatts (MW) of variable energy resources and a minimum of roughly 800 MW² of peak capacity; (2) appointing an independent evaluator (IE) to oversee the RFP process; and (3) approving the proposed RFP scoring and modeling. The size of the resource procurement for the RFP triggers the Commission’s competitive bidding rules (OAR 860-089-0100 *et seq.*) and necessitates engagement of an IE.³

Through the RFP, the Company will solicit bids for (1) energy market purchases and (2) new or existing resources. Energy market bids must begin delivery across Idaho Power-controlled transmission on or before June 2026, when the Boardman to Hemingway Transmission Line (B2H) is expected to be operational. New resource bids must have a target commercial operation date on or before June 2026, or June 2027, as appropriate. To ensure sufficient time to complete the RFP and allow construction of new resources, if selected, the RFP will solicit bids in the first quarter of 2023.

The Company has been advised that respondents may be reluctant to provide energy market bids several years before delivery, which will occur in 2026. Therefore, the Company’s RFP will require flexibility to account for construction of B2H and its impact on the timing of bids, and the potential need to allow updated energy market bids or solicitation of new energy market bids closer in time to completion of B2H.

¹ OAR 860-089-0100 – OAR 860-089-0550; *see also In re Rulemaking Regarding Allowances for Diverse Ownership of Renewable Energy Resources*, Docket AR 600, Order No. 18-324, Appendix A (Aug. 30, 2018).

² Through 2027 assuming a Jim Bridger Unit 3 early exit in 2025 as identified in Idaho Power’s 2021 IRP.

³ OAR 860-089-0100(1)(a); *see also* OAR 860-089-0200(1) (requiring an electric utility to engage an IE prior to issuing an RFP).

1 This RFP is responsive to the resource needs identified in the Company's 2021 IRP filing,
2 which is currently undergoing Commission review, in addition to updated expected load and
3 resource balance deficits as described in Table 2 below. Idaho Power filed its 2021 IRP with the
4 Commission on December 30, 2021, in docket LC 78.⁴ Idaho Power presented the 2021 IRP to
5 the Commission in a Public Meeting on May 31, 2022, and the comment and workshop phase
6 assessing the 2021 IRP began on July 7, 2022.⁵ Assuming there are no delays in this docket, the
7 Commission is expected to make a decision on acknowledgement of the 2021 IRP at a Special
8 Public Meeting on December 6, 2022.⁶ Idaho Power proposes to commence the RFP
9 development concurrently with the Commission's review of the 2021 IRP. Given the significant
10 timeframes related to the RFP process, allowing the process to commence before an order on
11 the 2021 IRP is necessary to allow the RFP to both follow the competitive bidding rules and
12 reasonably consider bids for new resources that must be constructed to meet the Company's
13 2026 capacity deficit and energy needs. Concurrent review is also necessary in light of significant
14 delays due to ongoing supply chain disruption, COVID-19 impacts, and constraints in the industry
15 and in ancillary industries. Indeed, procurement of materials is often taking Idaho Power two to
16 five times longer in the current environment. It would not be prudent to begin the RFP
17 development process in January 2023 and still expect to achieve the milestones necessary to
18 allow selected new resources to meet commercial operation by June 2026. For these reasons,
19 Idaho Power proposes following the compliance pathway described in OAR 860-089-0250(2)(a)-
20 (b), which contemplates approval of a draft RFP outside of a utility's IRP process.

21 This Application includes the IE RFP, which details the IE's duties and scope of work
22 regarding preparation of the RFP, review of bids received in response to the RFP, monitoring of
23 the scoring and modeling process, and participation in this Commission proceeding. The IE RFP

⁴ *In re Idaho Power Company, 2021 Integrated Resource Plan*, Docket LC 78, Initial Application (Dec. 30, 2021) [hereinafter, "Idaho Power 2021 IRP"].

⁵ See Docket LC 78, ALJ's Procedural Schedule Memorandum (Apr. 12, 2022).

⁶ See Docket LC 78, ALJ's Updated Procedural Schedule Memorandum (June 3, 2022).

1 further includes as attachments: (1) Idaho Power’s proposed timeline for the RFP; and (2) Idaho
2 Power’s proposed scoring and modeling methodology.

3 The proposed schedule seeks the Commission’s selection of an IE at a public meeting in
4 November 2022 in order to receive approval of the RFP from the Commission and issue the RFP
5 to the market in February 2023 with bids due in March 2023. The Company’s proposed RFP
6 schedule further provides for an initial shortlist in July 2023, and a final shortlist acknowledgment
7 order in November 2023, with a desire to execute contracts by January 2024. To further advance
8 the timeline for the RFP without impacting stakeholder input or transparency, the IE RFP includes
9 as Attachment D, the proposed scoring and modeling methodology for the RFP, which is required
10 to be filed for approval in this proceeding in accordance with OAR 860-089-0250(2)(a).

11 As discussed in more detail below and in the IE RFP, Idaho Power believes the proposed
12 timeline and process are consistent with the requirements of the Commission’s competitive
13 bidding rules and will result in the acquisition of least-cost, least-risk resources to serve
14 customers.

15 **II. COMMUNICATIONS**

16 Idaho Power respectfully requests that all communications with reference to this
17 Application be sent to the following:

18 Donovan Walker
19 Idaho Power Company
20 P.O. Box 70
21 Boise, Idaho 83707
22 Telephone: (208) 388-5317
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1 **III. BACKGROUND**

2 **A. Idaho Power has a Near-Term Energy and Capacity Need.**

3 1. Idaho Power's 2021 IRP Identified a Resource Need.

4 Idaho Power has been generally resource-sufficient since the addition of the Langley
5 Gulch natural gas-fired power plant nearly a decade ago. However, based on the most up-to-
6 date resource and load inputs, the Company has rapidly moved from an expected resource-
7 sufficient position, through 2028,⁷ to a near-term capacity deficiency starting in 2023.⁸ During the
8 preparation of the 2021 IRP, an updated Load and Resource (L&R) balance analysis conducted
9 in May 2021 identified a first capacity deficit of 78 MW in June of 2023, growing each year through
10 2026, when B2H is expected to be operational.⁹ This rapid change in resource position is caused
11 by several dynamic and evolving factors including: third-party transmission constraints and
12 changes to the assumptions in the L&R balance regarding available transmission capacity
13 following the retirement of coal plants; the unavailability of import transmission capacity on the
14 market; planning margin adjustments associated with incorporating Loss of Load Expectation
15 (LOLE) and Effective Load Carrying Capability (ELCC) planning methodologies; increasing
16 population, new large customers in the service area, and associated emergent load demands on
17 the Company's system; and the diminishing demand response (DR) resource and lower
18 generation effectiveness of variable resources during critical demand hours.¹⁰ These factors and
19 the dynamic energy landscape in which the Company is operating are driving the need for
20 additional capacity resources.

21 Since the May 2021 L&R analysis, Idaho Power further revised its forecasted capacity
22 deficits based on the most up-to-date resource and load inputs, adjusted transmission

⁷ As identified in Idaho Power's 2019 Integrated Resource Plan. *In re Idaho Power Company, 2019 Integrated Resource Plan*, Docket LC 74, Idaho Power's Amended IRP Application (Oct. 2, 2020).

⁸ Idaho Power 2021 IRP at 168.

⁹ See Idaho Power 2021 IRP at 168.

¹⁰ Idaho Power 2021 IRP at 168-70.

1 assumptions, and higher load growth expectations. As shown in Table 1 below, the resulting
 2 capacity deficiencies identified in the 2021 IRP are approximately 101 MW in 2023,
 3 186 MW in 2024, 311 MW in 2025, 560 MW in 2026, and 665 MW in 2027.¹¹ The Company
 4 expects to meet its 2023-2025 needs through previously released Requests for Proposals;¹²
 5 therefore, the incremental 2026 and 2027 needs from the 2021 IRP, compared to 2025, are 249
 6 MW and 354 MW, respectively. These needs do not incorporate the potential exit of Bridger Unit
 7 3 at the end of 2025 and are further revised based on more recent information in Table 2 below.

Table 1: L&R Balance (2021 IRP)	July 2023	July 2024	July 2025	July 2026	July 2027
Surplus / Deficit (MW – 2021 IRP)	(101)	(186)	(311)	(560) ¹³	(665) ¹⁴
Change from 2025	N/A			(249)	(354)

8 **2. Idaho Power’s Capacity Deficit Has Increased Since Filing The 2021 IRP.**

9 With the Company’s resource procurement efforts for 2023-2025 advancing, this
 10 Application now addresses resource needs beginning in 2026. The Company continues to
 11 experience high load growth across its service territory, including major new large loads.
 12 Incorporating known new resources and new load growth results in the L&R balance detailed in
 13 Table 2 for this RFP. Assuming adequate resources are identified to meet 2024 and 2025 needs,

¹¹ Idaho Power 2021 IRP at 142 (Table 10.7).
¹² In May 2021, the Company issued an RFP for approximately 80 MW of capacity. This RFP was exempt from the Oregon competitive bidding rules due to its size, and the Company conducted a competitive solicitation through an RFP seeking to acquire Idaho Power-owned resources, to be online by June 2023. The procurement process resulted in the acquisition of least-cost, least-risk resources necessary to fill the 2023 capacity deficiency. The Company performed a qualitative and quantitative evaluation of the project proposals submitted through the RFP process as well as a parallel investigation into different configurations of Company-owned and constructed battery storage systems, which culminated in the pending acquisition of 120 MW of dispatchable energy storage as well as a 20-year power purchase agreement for the output of a planned third-party solar facility. In December 2021, the Company issued an RFP to meet the resource deficiencies identified in 2024 and 2025. That RFP is in progress—the Company is currently negotiating with bidders on potential successful bids for the 2024 deficiency and the 2025 evaluation is in process. During this process, the Company has been informed of supply chain constraints that have the potential to impact delivery times.
¹³ Deficit assumes Valmy Unit 2 exit in 2025. Does not account for Bridger Unit 3 exit in year 2025 as identified in the 2021 IRP.
¹⁴ Deficit assumes Valmy Unit 2 exit in 2025. Does not account for Bridger Unit 3 exit in year 2025 as identified in the 2021 IRP.

1 the Company expects to need an additional 805 MW of capacity by the summer of 2027. Table 2
2 incorporates the potential exit of Bridger Unit 3 at the end of 2025 as outlined in the 2021 IRP.

Table 2: L&R Balance (New Expected)¹⁵	July 2024	July 2025	July 2026	July 2027
Expected Capacity Deficit (MW)	(41)	(303)	(853)	(1,108)
Change from 2025		0	(550)	(805)

3 **B. B2H Increases Idaho Power’s Transmission Capacity and Enables the Company to**
4 **Purchase Energy to Meet Its Resource Capacity Needs.**

5 B2H was identified as a cost-effective resource in the Company’s 2021 IRP preferred
6 resource portfolio with a current planned in-service date of summer of 2026.¹⁶ This date is
7 necessary to meet forecasted peak demand growth needs, as well as to fill in for the Valmy Unit
8 2 exit occurring at the end of 2025, and to facilitate the exit of Bridger Unit 3, also currently
9 identified in the 2021 IRP for early exit at the end of 2025.¹⁷ As part of the 2021 IRP, Idaho Power
10 performed a sensitivity analysis to determine the portfolio cost impact of various B2H capacity
11 amounts, which ultimately served to further validate the optimal level of capacity available to Idaho
12 Power. Idaho Power looked at portfolio costs assuming the Company can access 350 MW, 400
13 MW, 450 MW, 500 MW, and 550 MW of capacity.¹⁸ The sensitivities with capacity amounts less
14 than 500 MW were set up to evaluate risk related to reduced market access.¹⁹ The 550 MW
15 capacity amount sensitivity quantified potential benefits associated with leveraging additional
16 market purchases to avoid the need for a new resource.²⁰ To evaluate the impact of different B2H
17 capacity levels, Idaho Power added or subtracted comparable capacity in the form of battery
18 storage (the least-cost alternative to providing sufficient amounts of capacity) to maintain an
19 adequate planning margin, while maintaining the same cost of B2H (i.e., B2H capacity’s

¹⁵ Deficits are anticipated beyond 2027 and the 2021 IRP suggests additional resources will be needed in 2028 and beyond to continue to satisfy the L&R balance. The table is truncated to only include deficits through 2027 as the “New Expected” deficits will continue to fluctuate with updated information.

¹⁶ Idaho Power 2021 IRP at 146.

¹⁷ See Idaho Power 2021 IRP at 146.

¹⁸ See Idaho Power 2021 IRP at 144.

¹⁹ See Idaho Power 2021 IRP at 144.

²⁰ See Idaho Power 2021 IRP at 144.

1 contribution toward the planning margin is reduced with no offsetting cost reduction).²¹ The results
2 of this analysis demonstrated that utilizing 500 MW of capacity presented a cost-saving
3 opportunity for customers compared to portfolios using capacity amounts less than 500 MW and
4 was more cost effective than a portfolio without B2H altogether.²²

5 An asset exchange between PacifiCorp and Idaho Power, in complement with B2H, will
6 provide the Company with 200 MW of bidirectional transmission capacity between southern power
7 markets (Mona and Four Corners) and the Idaho Power system. This capacity also has the
8 potential to be leveraged for market purchases.

9 Because B2H, with the associated transmission asset exchange, increases transmission
10 capacity, enables access to the Mid-C and southern markets, and is cost-effective for customers,
11 this RFP seeks market energy resources to associate with all available transmission, including
12 B2H. The Company plans through the RFP to solicit the acquisition of energy resources to
13 associate with available transmission capacity to meet a portion of the forecasted need for 2026,
14 when B2H becomes operational, and beyond.

15 Should the B2H in-service date slip to 2027 due to a delay in receiving a permit, supply
16 chain constraints, or other unforeseen events, the planned exit of Bridger Unit 3 will most likely
17 be delayed, and additional new resources will need to be acquired by 2026 that are not dependent
18 on B2H transmission capacity.²³ To account for this contingency, the Company's RFP must
19 remain flexible. The RFP may also need flexibility to account for circumstances where potential
20 market energy bidders are reluctant to submit market-based bids so far in advance of delivery in
21 2026. If Idaho Power does not receive enough market-based bids to meet anticipated need

²¹ See Idaho Power 2021 IRP at 144.

²² Idaho Power 2021 IRP at 144-45. B2H has the lowest fixed cost per kW of any resource evaluated, and the energy costs associated with Mid-C purchases are also very competitive. Idaho Power, Integrated Resource Plan, Appendix D at 30 (Feb. 16, 2022) [hereinafter, "Idaho Power 2021 IRP, Appendix D"]. Energy costs were calculated through a detailed modeling analysis, using the AURORA software. *Id.* Energy prices were derived based on inputs into the model, such as gas price, coal price, nuclear price, hydro conditions, and variable operations and maintenance (O&M). *Id.*

²³ Idaho Power 2021 IRP at 146.

1 because of requesting bids too far in advance, the Company may need to re-open the bidding
 2 process to solicit additional market energy bids at a time closer to the B2H in-service date.

3 **C. The RFP is Aligned with the Resource Opportunities Identified in Idaho Power’s**
 4 **2021 IRP.**

5 The action plan in the 2021 IRP advances Idaho Power’s goals to deliver affordable,
 6 reliable, clean energy to its customers. Idaho Power’s near-term preferred portfolio additions and
 7 exits in the 2021 IRP are summarized in Table 11.2 of the IRP, and include additional wind, solar,
 8 storage, cost-effective energy efficiency measures, conversion of coal units to natural gas,
 9 incremental demand response, and B2H coming online in 2026:

Table 11.2 Preferred Portfolio additions and coal exits (MW)

Year	Base B2H (MW)								
	Gas	Wind	Solar	Storage	Trans.	DR	Coal Exits	EE Forecast	EE Bundles
2021	0	0	0	0	0	0	0	23	0
2022	0	0	0	0	0	300	0	24	0
2023	0	0	120	115	0	20	-357	24	0
2024	357	700	0	5	0	0	0	25	0
2025	0	0	300	105	0	20	-308	27	0
2026	0	0	215	0	500	0	0	28	0
2027	0	0	250	5	0	0	0	27	0

10 Idaho Power’s 2021 IRP ensures that the Company will comply with the Commission’s
 11 requirements to provide adequate and reliable electricity supply at a reasonable cost and in a
 12 manner “consistent with the long-run public interest.”²⁴ For the 2021 IRP, the Company developed
 13 a branching scenario analysis strategy to ensure that it had reasonably identified an optimal
 14 solution specific to Idaho Power and its customers.²⁵ The Company first identified six core
 15 resource portfolios with resource composition driven by the presence of B2H or the Gateway West
 16 transmission project in each portfolio, and assumptions related to the Jim Bridger unit exit dates.²⁶

²⁴ *In re Public Utility Commission of Oregon Investigation into Integrated Resource Planning*, Docket UM 1056, Order No. 07-002 at 7 (Jan. 8, 2007).

²⁵ Idaho Power 2021 IRP at 151.

²⁶ See Idaho Power 2021 IRP at 151.

1 Once resource portfolios were generated, to evaluate future cost risks the Company performed
2 cost analyses for the core resource portfolios under three different assumptions: planning case
3 conditions for natural gas price and carbon cost, planning gas and no carbon cost, and higher-
4 cost gas and carbon.²⁷ The 2021 IRP identifies the preferred portfolio as the least-cost, least-risk
5 portfolio that can be delivered through specific action items at a reasonable cost and with
6 manageable risks, while ensuring compliance with state and federal regulatory obligations.²⁸

7 The transmission included in the preferred portfolio, including B2H, provides valuable
8 capacity that ultimately must be paired with energy to serve load. The RFP is soliciting only a
9 portion of the energy market purchases that will be necessary to serve load for 2026 and beyond.
10 This targeted approach will enable the Company to meet forecasted load needs, allow access to
11 cost-competitive energy, and further position the Company to achieve its long-term clean energy
12 goals in line with the 2021 IRP. This market purchase approach is intended to allow Idaho Power
13 to begin acquiring a portion of the energy that will be needed to serve load, without acquiring more
14 than what will be needed in a majority of hours. Additional purchases—short- and long-term—will
15 be necessary in the future and will be made closer in time to the operating season. This approach
16 ensures that the Company is not purchasing more than will be necessary. This approach will also
17 allow Idaho Power to make additional procurement decisions and solicitations over time,
18 considering updated information and the most recent IRP available at that time. Attachment F to
19 the IE RFP provides greater detail on the specific energy volumes, assuming B2H completion,
20 that will be solicited in the RFP.

21 Idaho Power is also seeking to procure resources that provide capacity and energy aligned
22 with the resource needs identified in Idaho Power’s 2021 IRP and described above, and such
23 resources—which are not contingent on B2H—will be evaluated consistent with the bid scoring
24 and modeling methodology. Such acquisitions will provide adequate and reliable electricity supply

²⁷ See Idaho Power 2021 IRP at 151.

²⁸ Idaho Power 2021 IRP at 173.

1 at a reasonable cost to customers until B2H is able to address capacity constraints and allow
2 access to the Mid-C market (or southern markets via the B2H asset swap).

3 **D. The RFP Will Ensure a Fair Bidding Process in Accordance with the Commission’s**
4 **Competitive Bidding Rules.**

5 The Commission’s competitive bidding rules provide two compliance tracks: (1) the draft
6 RFP must reflect any RFP elements, scoring methodology, and associated modeling described
7 in the Commission-acknowledged IRP;²⁹ or (2) if the utility contemplates approval of the draft RFP
8 outside its IRP proceeding, the utility must—prior to preparing a draft RFP—develop and file for
9 approval a proposal for scoring and any associated modeling in the utility’s IE selection docket.³⁰
10 Idaho Power did not include the draft RFP with its 2021 IRP filing. Accordingly, because Idaho
11 Power is in the “second track” for compliance, this Application requests that the Commission open
12 the IE selection docket and consider the proposed RFP scoring and modeling provided as
13 Attachment D of the IE RFP.

14 The Company has included the initial draft of the RFP scoring components as Attachment
15 D to the IE RFP that accompanies this filing in order to solicit feedback from bidders and other
16 stakeholders to the IE RFP. This will ensure review of the scoring components while also allowing
17 the RFP development process to move forward.

18 In preparing its proposal for RFP scoring components, Idaho Power has considered non-
19 price criteria such as resource diversity with respect to technology, fuel type, resource size, and
20 resource duration.³¹ The Company has attached its proposed bid scoring and modeling
21 methodology as Attachment D to the IE RFP. Scoring is based on both price (75 percent of total
22 score) and non-price (25 percent of total score) attributes of the bids. The Company will file for
23 review and comment a detailed score for a benchmark resource. The bid scoring process includes
24 two phases: Phase 1 determines the initial shortlist of bids and Phase 2 determines the final

²⁹ OAR 860-089-0250(2).

³⁰ OAR 860-089-0250(2)(a).

³¹ OAR 860-089-0250(2)(b).

1 shortlist. This methodology is designed to provide a robust process that will ensure a fair
2 evaluation of the bids taking into account the specific attributes of each resource type.

3 Idaho Power’s bid scoring and modeling process is designed to identify the combination
4 and size of resources that will maximize customer benefits through the selection of least-cost,
5 least-risk bids that will satisfy projected resource capacity and energy needs while maintaining
6 reliability.

7 The RFP will target resource procurement consistent with the 2021 IRP analysis;
8 accordingly, the RFP will seek proposals for a combination of energy and capacity resources with
9 as much as 1,100 MW of variable energy resources and a minimum of 800 MW³² of peak capacity.
10 As discussed above, Idaho Power will be accepting bids for energy or capacity incremental to its
11 system in the 2026 timeframe from market energy purchases or new or existing resources.

12 For new or existing resources, bidders are encouraged to offer proposals under any of
13 three different structures: (1) power purchase agreements with exclusive ownership by Idaho
14 Power of any and all capacity and environmental attributes associated with the energy generated;
15 (2) “build-transfer” transactions whereby the bidder develops the project, assumes responsibility
16 for construction, but ultimately transfers the asset to Idaho Power pursuant to a build-transfer
17 agreement; or (3) control of the output of a standalone battery through a tolling agreement.

18 In addition, as required by the Commission’s competitive bidding rules and to ensure a
19 transparent and fair process, the RFP will be conducted under the oversight of an IE approved by
20 the Commission.³³ Idaho Power operates in both the State of Oregon and the State of Idaho, and
21 as such will communicate directly with the Idaho Public Utilities Commission, in addition to
22 processes set forth in the Oregon competitive bidding rules.

23 Idaho Power will file the draft RFP on November 21, 2022, after the IE has been selected
24 and can provide comments on a draft version of the RFP.

³² Through 2027 assuming a Jim Bridger Unit 3 early exit in 2025 as identified in Idaho Power’s 2021 IRP.
³³ OAR 860-089-0200.

1 Because of the urgent need to acquire resources to meet forecasted capacity deficits,
 2 Idaho Power proposes the following schedule for this docket:

EVENT	TARGET DATE
Receive IE Bids	October 21, 2022
IE Approval and Approval of Bid Scoring and Modeling Methodology at Open Public Meeting	November 1, 2022
File Draft RFP with Oregon Commission	November 21, 2022
Party Comments on Draft RFP	December 2, 2022
Idaho Power Reply Comments	December 9, 2022
IE Files Report on Draft RFP	December 16, 2022
Final RFP Approval Written Decision Issued	February 7, 2023
RFP Issued to Market	February 10, 2023
RFP Bids Due	March 31, 2023
RFP Final Shortlist Filed with the Commission	September 25, 2023
IE Closing Report on RFP	October 5, 2023
Party Comments on IE Closing Report	October 19, 2023
Final Shortlist Acknowledgement	November 13, 2023
Execute Agreements	January 26, 2024

3 In addition to the RFP schedule above, Idaho Power anticipates the following events to
 4 occur to facilitate bidder and stakeholder involvement and coordinate with other jurisdictions in
 5 the review of the draft RFP:

- 6 • Bidder and Stakeholder Workshop / December 2, 2022
- 7 • Bidder Workshop / March 3, 2022

8 A complete timeline for this process is included as Attachment B of the IE RFP.

9 **IV. COMPLIANCE WITH COMPETITIVE BIDDING RULES**

10 Because of the size of the proposed resource procurement, the RFP must comply with the
 11 Commission’s competitive bidding rules and engage the services of an IE.³⁴ Moreover, due to
 12 resource needs, timing constraints, and the potential for delays from distribution backlogs, Idaho
 13 Power further determined that it was necessary to issue an RFP prior to the time when the 2021
 14 IRP acknowledgement could be received from the Commission. Accordingly, as the Company is
 15 proceeding with the RFP outside its IRP proceeding, Idaho Power—prior to submitting the draft

³⁴ OAR 860-089-0100(1)(a).

1 RFP—is required to file for approval the scoring and modeling methodology in its IE selection
2 docket. Idaho Power’s compliance with the Commission’s competitive bidding rules is discussed
3 in detail below.

4 **A. Engagement of an IE**

5 This Application is submitted to the Commission to open a docket for selection of an IE as
6 required by OAR 860-089-0200(1). The Company has notified all parties to its most recent general
7 rate case, RFP, and IRP dockets of its need for an IE as required by the competitive bidding
8 rules.³⁵ The timeline for the RFP allows opportunities for bidder and stakeholder comment on the
9 proposed RFP scoring and modeling proposal. After consideration of this input and pursuant to
10 the Commission’s selection of an IE, the Company will engage an IE for oversight of the draft
11 RFP. The Company’s proposed schedule also anticipates a Commission determination regarding
12 the proposed RFP scoring and modeling at the time an IE is selected; this will allow the IE and
13 Idaho Power to begin incorporating comments and suggestions into the final draft RFP as soon
14 as an IE is selected.

15 **B. Design of the RFP**

16 Under OAR 860-089-0250(2)(a), when the RFP design, scoring methodology, and
17 associated modeling process are not included in a Commission-acknowledged IRP, a proposal
18 for scoring and associated modeling must be developed and filed for approval in the IE selection
19 docket. Idaho Power included its proposal for the scoring and modeling components in
20 Attachment D to the IE RFP. This will allow for initial input from potential IEs (and the IE that it
21 ultimately selected) on this component of the RFP, minimizing additional review time in the RFP
22 process.

23 Furthermore, following IE selection and approval of the RFP scoring and modeling

³⁵ OAR 860-089-0200(1) (“The electric company must notify all parties to the electric company’s most recent general rate case, RFP, and IRP dockets of its need for an IE, and solicit input from these parties and interested persons regarding potential IE candidates.”). The Company provided this notice by serving the respective service lists for the following dockets: UE 233, LC 78, UM 2210, and UM 2226.

1 components, Idaho Power will prepare a draft of the complete RFP for review by the IE. The
2 Company will complete the final draft RFP in consultation with the IE.

3 In addition, there is a comment period included in the timeline for the RFP that would allow
4 stakeholder comments on the final draft RFP. Both the stakeholder workshop and comment
5 period will ensure adequate public review and that the draft RFP contains all of the necessary
6 components identified in OAR 860-089-0250(3), including: (a) minimum bidder requirements for
7 credit and capability; (b) standard form contracts to be used in acquisition of resources; (c) bid
8 evaluation and scoring criteria that were approved in the IE selection docket and are consistent
9 with OAR 860-089-0400; (d) language allowing bidders to negotiate mutually agreeable final
10 contract terms that are different from the standard form contracts; (e) a description of how the
11 electric company will share information about bid scores, including what information about the bid
12 scores and bid ranking may be provided to bidders and when and how it will be provided; (f) bid
13 evaluation and scoring criteria for selection of the initial shortlist of bidders and for selection of the
14 final shortlist of bidders consistent with the requirements of OAR 860-089-0400; (g) the alignment
15 of the electric company's resource need addressed by the RFP with an identified need in a
16 subsequently acknowledged IRP; and (h) the impact of any applicable multi-state regulation on
17 RFP development, including the requirements imposed by other states for the RFP process.

18 **C. IE Duties**

19 The Commission's competitive bidding rules provide that the selected IE will oversee the
20 competitive bidding process to ensure that it is conducted fairly, transparently, and properly.³⁶
21 Section 7.0 of the IE RFP filed together with this Application sets forth the duties of the IE meeting
22 the requirements of OAR 860-089-0450:

- 23 1. Consult with Idaho Power on preparation of the draft RFP;³⁷
24 2. Submit an assessment of the draft RFP to the Commission when the final draft

³⁶ OAR 860-089-0450(1).

³⁷ OAR 860-089-0450(3).

1 RFP is filed for approval;³⁸

- 2 3. Review the Company's scoring of bids received and selection of the initial and final
3 shortlists to ensure that Idaho Power has acted reasonably, including
4 independently scoring all bids and providing the IE's scores to the Commission;³⁹
- 5 ○ If applicable, evaluate the unique risks and advantages associated with any
6 company-owned resources (including but not limited to Idaho Power's
7 benchmark);⁴⁰
 - 8 ○ If applicable, review the reasonableness of any score submitted by Idaho
9 Power for a benchmark resource, submit an independent score to the
10 Commission, and attempt to reconcile and resolve any scoring differences
11 with Idaho Power;⁴¹
- 12 4. Review Idaho Power's sensitivity analysis of the bid rankings required under OAR
13 860-089-0400 and file a written assessment with the Commission prior to Idaho
14 Power requesting acknowledgment of the final shortlist;⁴²
- 15 5. File a closing report with the Commission after Idaho Power has selected its final
16 shortlist, including an evaluation of the applicable competitive bidding processes
17 in selecting the least-cost, least-risk acquisition of resources;⁴³ and
- 18 6. Participate in the final shortlist acknowledgment proceeding as directed by the
19 Commission.⁴⁴

20 **D. Bid Scoring and Evaluation**

21 Idaho Power's proposed scoring and modeling methodology, which is included as

³⁸ OAR 860-089-0450(3).

³⁹ OAR 860-089-0450(4), (5).

⁴⁰ OAR 860-089-0450(6).

⁴¹ OAR 860-089-0450(7).

⁴² OAR 860-089-0450(8).

⁴³ OAR 860-089-0450(9).

⁴⁴ OAR 860-089-0450(10).

1 Attachment D to the IE RFP, is in compliance with the requirements of OAR 860-089-0400 as it
2 details “a transparent bid-scoring process using objective scoring criteria and metrics.”⁴⁵
3 Specifically, the scoring and evaluation components satisfy the requirements of OAR 860-089-
4 0400 by incorporating the following requirements:

- 5 • The initial-shortlist bids must be based on both price and non-price factors, and
6 non-price factors have been converted to price factors where practicable;⁴⁶
- 7 • The majority of scores awarded to bids received in response to the 2026 AS RFP
8 will be based on price factors (75 percent attributed to price factors);⁴⁷
- 9 • Non-price factors are based on resource characteristics identified in Idaho Power’s 2021
10 IRP action plan and conformance to the standard form contracts attached to the RFP;⁴⁸
11 and
- 12 • Final shortlist bids are based on the bid resources’ overall system costs and risks.⁴⁹

13 For the above reasons, Idaho Power’s proposed scoring and modeling methodology is in
14 compliance with the Commission’s rules.

15 **V. CONCLUSION**

16 Idaho Power requests that the Commission open a docket for approval of a solicitation
17 process for up to 1,100 MW of variable energy resources and a minimum of 800 MW⁵⁰ of peak
18 capacity and that the Commission appoint an IE to oversee the RFP process. The procurement
19 of the proposed resources will provide substantial customer benefits, are an integral component
20 of Idaho Power’s long-term action plan to provide stable, reliable electric service at just and

⁴⁵ OAR 860-089-0400(1).

⁴⁶ OAR 860-089-0400(2).

⁴⁷ OAR 860-089-0400(2).

⁴⁸ OAR 860-089-0400(2)(b) (“Non-price scores must, when practicable, primarily relate to resource characteristics identified in the electric company’s most recent acknowledged IRP Action Plan or IRP Update and may be based on conformance to standard form contracts. Non-price scoring criteria must be objective and reasonably subject to self-scoring analysis by bidders.”).

⁴⁹ OAR 860-089-0400(5).

⁵⁰ Through 2027 assuming a Jim Bridger Unit 3 early exit in 2025 as identified in Idaho Power’s 2021 IRP.

1 reasonable rates, and will advance the Company's clean energy goals. As detailed above, the
2 attached IE RFP conforms to the requirements for engagement of an IE and such IE's duties as
3 set forth in the Commission's competitive bidding rules.

Respectfully submitted this 15th day of September 2022.

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Attorneys for Idaho Power Company

Request for Proposals (RFP)

Independent Evaluator (IE) for Idaho Power Company's (IPC) 2026 All-Source Request for Proposals for Energy and Capacity Resources

Zycus Sourcing Event #: *TBD*

RFP Issued: *TBD*

RFP Response Due: *TBD*

Idaho Power Company

Attn: Resource RFP Team

P.O. Box 70

Boise, ID 83707

ResourceRFP@idahopower.com

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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 (Idaho Power or 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 and other discussions with selected Respondents, and 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.

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 Oregon, and Oregon Public Utilities Commission (Oregon Commission), 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 party 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, supplemental responses, and negotiation and documentation of agreements. 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.

2. Company Background

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 600,000 residential, business, agricultural, and industrial customers. The IPC'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 increasing demand (load) for electricity. IPC anticipates sustained load growth that will require the procurement of resources to meet energy and capacity needs and to maintain system reliability. Additionally, IPC is interested in the procurement of potential economic energy resources, as detailed in IPC's 2021 Integrated Resource Plan (IRP) results, to supplement IPC's existing portfolio of resources.

3. Purpose of Solicitation

IPC is issuing this RFP to solicit formal proposals from Respondents for an Independent Evaluator (IE) to conform with Oregon Competitive Bidding Rules set forth in Oregon Administrative Rules (OAR) 860-089¹ during IPC's facilitation of an all-source request for proposals (2026 RFP) to solicit future energy and capacity resources. IPC operates in both the State of Oregon and the State of Idaho, and as such will communicate directly with the Idaho Public Utilities Commission (Idaho Commission), in addition to adhering to the processes set forth in the Oregon competitive bidding rules. As an IE, the successful Respondent shall be required to perform specific activities as further detailed in this IE RFP.

An IE will be retained by IPC to oversee the 2026 RFP process under the rules set forth in and required by OAR 860-089 and as such the selected IE shall operate independent of IPC and potential Respondents to the 2026 RFP and shall report directly to the Oregon Commission. The Oregon Commission-selected IE shall be experienced and competent to perform all IE functions identified in and required by Oregon's competitive bidding rules as further detailed in Section 7 – Scope of Work, of this RFP.

IPC shall contract directly with the Oregon Commission-selected IE by executing IPC's Professional Services Agreement, included as **Attachment A – Professional Services Agreement** to this RFP.

3.1 Solicitation Background

IPC will issue a 2026 RFP to solicit formal proposals for electric energy and capacity delivered from electric resources to meet IPC's needs as initially identified in IPC's 2021 IRP, with updated load and resource balance expected deficits and as further described in **Attachment F – Explanation of Proposed Market Purchase Volumes for 2026 RFP** to this RFP.

IPC's 2021 IRP was filed on December 30, 2021. To ensure IPC is able to meet the needs identified in IPC's 2021 IRP Action Plan, IPC must acquire energy and capacity resources to be commercially operational no later than June 1, 2026. The addition of energy and capacity resources is critical to ensure IPC can continue to reliably serve its customers.

IPC's 2026 RFP will accept qualified proposals and evaluate all resource types (energy market purchases and new or existing resources) and use IPC's long-term capacity expansion and production cost simulation modeling tool (AURORA) during the 2026 RFP final short list evaluation process to evaluate and determine the final short list resources that provide the most economic benefit, and the lowest risk to IPC's system in compliance with the rules set in OAR 860-089. Refer to **Attachment D – IPC's Proposed 2026 RFP Bid Evaluation and Selection Process** and **Attachment F – Explanation of Proposed Market Purchase Volumes for 2026 RFP** for more detail.

IPC will submit self-build ownership proposals as benchmark resources and may allow for affiliate submittals. IPC's benchmark resource submittals will be submitted to the IE no later than seven (7) days prior to the receipt

¹ [OAR 860-089](http://www.oregon.gov/OSL/OSL%20Rules/Pages/860-089.aspx).

of market bids. Market bids shall not be opened until the IE and IPC’s evaluation team has reviewed, evaluated, and validated any and all benchmark resources bids submitted.

IPC’s proposed 2026 RFP schedule is attached herein and titled: **Attachment B – 2026 RFP Draft Schedule**.

3.2 Competitive Bidding Rules

The Oregon Commission issued rules on competitive bidding for resource acquisitions, where a company seeks to acquire resources or contracts with a duration greater than five years and the quantity size is greater than 80 MW.² The 2026 RFP is subject to these rules as further described in **Attachment C – Oregon Competitive Bidding Rules (Order 18-324)**.

Under the Oregon Commission’s competitive bidding rules, an IE must be used in each resource RFP that meets the duration and size criteria above to help ensure that all offers are treated fairly and consistently. The IE is tasked with ensuring the 2026 RFP bid evaluation and selection process are also consistent with the rules.

4. Solicitation Portal and Restriction on Communications

IPC has opened a web-based portal hosted on the Zycus platform (the Portal). All information exchanged between the Respondent and IPC concerning this solicitation must be via the Portal only 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 this 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 this 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 Zycus is: www.zycus.com

Respondent is responsible for ensuring it has registered for, and posts documents to, the correct Portal hosted by Zycus. 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.

Respondent must not disclose its participation in this solicitation (other than by attendance at any meeting held by IPC with respect to this 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:

Idaho Power Company
Request for Resource Team
resourceRFP@idahopower.com

5. Key Events and Dates, Questions, and Submission of Bids

5.1 IPC IE RFP Schedule

The following key events and dates reflect the proposed schedule for the selection of the IE, and includes known major milestones. IPC reserves the right to alter the dates listed below, and further add or remove milestones, in accordance with direct written consent from the Commission.

² OAR 860-089-0100(1)(a).

EVENT	DATE
Issue IPC IE RFP	October 6, 2022
Last Day for Staff, Parties, and IE to Submit Questions and/or Comments	October 14, 2022
IE Bids Due	October 21, 2022
Oregon Commission Public Meeting Approving IE	November 1, 2022
Contract Execution with Selected IE	November 3, 2022

5.2 Questions

Respondents should carefully review this RFP for questions, clarifications, defects, and questionable or objectionable material. Comments and questions concerning clarifications, defects, and questionable or objectionable material shall be submitted via the third-party solicitation tool Zycus. No questions will be accepted by IPC after this date.

Protests based on any omission or error, or on the content of this solicitation, will be disallowed if they have not been brought to the attention of IPC in the timeframe outlined in this document.

5.3 Submission of Bids

One (1) proposal submitted electronically via the Portal, no later than **5:00 PM Mountain Daylight Time on October 21, 2022**. Proposals received after this time and date will **NOT** be accepted.

All copies of the proposal and accompanying documentation become the property of IPC and will not be returned.

6. Confidentiality and Proprietary Information

All information submitted by Respondent will be considered public information unless Respondent requests that information be treated as confidential, and the information is considered exempt under Oregon Revised Statutes (ORS) 192.345 or 192.355. In such case, where a Respondent declares any information contained in its submittal to be confidential, Respondent must specifically identify those sections as containing “Confidential Information”, and further detail how and why the information is exempt from disclosure to the public in accordance with ORS 192.345 or 192.355. Specifically, any and all documents submitted and exchanged between the parties that contain Confidential Information shall be marked on the outside as containing Confidential Information, and additionally each page upon which Confidential Information appears must be marked as containing Confidential Information. The Confidential Information should be clearly identifiable to the reader wherever it appears.

All copies submitted, including but not limited to the original proposal, must be marked in the manner identified above. The request made by Respondent to IPC to declare information as Confidential Information must also include the: i) name; ii) address; and iii) telephone number of the person authorized by the Respondent to answer any inquires made by IPC to Respondent concerning the confidential status of submitted materials. IPC agrees to treat such information as Confidential Information and to submit such Confidential Information to the Oregon Commission, and other parties in accordance with a protective order.

Furthermore, Respondent agrees that certain Oregon Commission-authorized entities must be allowed to review such confidential materials.

Any and all information supplied to IPC or generated internally by IPC is and shall remain the property of IPC. To the extent Respondent received information from IPC, Respondent must maintain the confidentiality of such Confidential Information, and such Confidential Information may not be provided to any third-party before, during, or after this IE RFP process unless required by law or regulatory order.

To the extent the Respondent selected as the IE for IPC’s 2026 RFP receives such information from IPC, the selected IE must maintain the confidentiality of such Confidential Information, and such Confidential Information may not be provided to any third-party before, during, or after IPC’s 2026 RFP process unless required by law or regulatory order.

7. Scope of Work

7.1 Deliverables

IPC's 2026 RFP is being issued in response to the energy and capacity needs identified in IPC's 2021 IRP and **Attachment F – Explanation of Proposed Market Purchase Volumes for 2026 RFP** to this RFP. Consequently, Respondents should fully consider the below scope of work, and schedule through the selection of the initial shortlist, final shortlist, and IE closing report in their submittals in order to meet IPC's identified energy and capacity deficits, and as further defined in **Attachment B – IPC's Proposed 2026 RFP Timeline**.

Review 2026 RFP

The IE will review the initial draft 2026 RFP developed by IPC prior to filing of the draft 2026 RFP with the Oregon Commission, and consult with IPC on changes to the draft RFP. After IPC files the draft 2026 RFP with the Oregon Commission, the IE will prepare for and participate in a workshop concerning the filed draft 2026 RFP, and review filings by Commission Staff and others concerning the 2026 RFP. The selected IE will also review stakeholder comments, provide feedback, and suggest modifications to the draft 2026 RFP prior to IPC's filing of the final 2026 RFP with the Commission.³

Review 2026 RFP Modeling Assumptions and Sensitivities

Prior to receipt of benchmark proposals and market proposals, the IE will review the assumptions to be used by IPC in its quantitative evaluation of the proposals including those for its AURORA capacity expansion and production cost simulation. After receipt of proposals and performance of the initial modeling, the IE will prepare for and participate in meetings with IPC, Oregon Commission Staff, and parties to determine modeling sensitivities to be performed by IPC.

Reports

As further described below, the selected IE shall complete and file the following required RFP reports with the Oregon Commission:

1. ***Final Draft RFP Assessment***: The IE will prepare and submit to the Oregon Commission an assessment of the final draft 2026 RFP (the "IE RFP Assessment Report") in conjunction with IPC's filing of the 2026 RFP with the Oregon Commission for approval.⁴ The IE RFP Assessment Report shall review the adequacy, accuracy, and completeness of all solicitation materials to ensure compliance with the Oregon Commission's competitive bidding requirements and consistency with accepted industry standards and practices.
2. ***Bid Scoring***: The IE shall independently score the competing bids and file the correlating scores with the Oregon Commission.⁵ As described herein, IPC may submit multiple benchmark bids, and as such this task shall be completed prior to providing results to the Oregon Commission.
3. ***Sensitivity Analysis***: The IE shall review IPC's sensitivity analysis for the final shortlist as completed per OAR 860-089-0400(5)(b) and file a written assessment with the Oregon Commission.⁶
4. ***Closing Report***: The Closing Report shall provide the IE's detailed assessment of IPC's selection of the final shortlist of submitted bid, including but not limited to, all aspects of the solicitation process and the IE's involvement, observations, conclusions, and recommendations.⁷ Additionally, the selected IE shall wholly detail the reasons and basis for IPC's evaluation and selection process including: a) ranking benchmark and market bids; b) selecting and scoring benchmark and market bids; and c) rejecting benchmark and market bids.

³ OAR 860-089-0450(3).

⁴ OAR 860-089-0450(3).

⁵ OAR 860-089-0450(7).

⁶ OAR 860-089-0450(8).

⁷ OAR 860-089-0450(9).

The IE shall ensure the Closing Report includes an analysis of whether or to the extent which:

- The resources selected minimize long-term costs for IPC’s customers taking into consideration the overall system cost and risk impacts;
- The solicitation process was fair;
- Screening factors and weights were applied consistently and comparably to all benchmark and market bids;
- Credit and security requirements, liquidated damages provisions, resource performance and operational characteristics, warranties, and other similar requirements were appropriately applied during the bid evaluation, and appropriately affected the outcome of the solicitation process;
- All reasonably available data and information necessary for a potential bidder to submit a bid was provided;
- The IE was provided with, or given access to all data, information, and models relevant to the solicitation process to permit full and timely scoring, testing, and verification of assumptions, models, inputs, outputs, and results;
- Confidentiality claims and concerns between the IE and IPC were resolved in a manner that preserved confidentiality as necessary, yet permitted dissemination and consideration of all information reasonably necessary for the bidding process to be fairly and thoroughly conducted; and
- The evaluation was performed consistent with Oregon Commission-approved competitive bidding rules.

Furthermore, the Closing Report shall include:

- The selected IE’s independent scoring of any and all bids, or a sample of such bids to determine whether the selections for the initial and final shortlists are reasonable. The Oregon Commission may request that all bids be scored by the IE, if a participant in the final shortlist acknowledgement proceeding requests the Oregon Commission to direct the IE to score and compare all bids;⁸ and
- Comparison between IPC’s and the IE’s scoring and evaluation of the competing bids following a meeting with IPC to attempt to reconcile and resolve any scoring differences, including but not limited to an explanation of the reconciliation process and any remaining differences.
- The IE will be required to disclose any conflict of interest regarding any of the actual 2026 RFP bidding in the Closing Report.

7.2 Other Activities

The IE shall also participate in other activities as necessary and at the request of the Oregon Commission, including but not limited to:

1. Confer with the Oregon Commission and Oregon Commission Staff on an as needed basis, either by phone, email, or virtual meeting, regarding IE duties;⁹
2. In consultation with the Oregon Commission and Oregon Commission Staff, participate in additional meetings related to final shortlist selection or any request for acknowledgement of the final shortlist, with parties to be hosted by Oregon Commission Staff;

⁸ OAR 860-089-0450(5).

⁹ OAR 860-089-0450(2).

3. Participate in any pre-bid RFP conference, or subsequent recording, and be available to discuss the IE role in the 2026 RFP process;
4. Review and comment on IPC’s screening process as it relates to bidder eligibility;
5. Participate in any Oregon Commission public meeting (as necessary) related to the Oregon Commission’s consideration of the 2026 RFP approval, based on the IE’s assessment of the 2026 RFP design;
6. Monitor all aspects of the solicitation process from issuance through the final shortlist of bids, including but not limited to:
 - a. Opening and cataloging of benchmark and market bids, including associated bid fees;
 - b. Bidder eligibility screening;
 - c. Communications between bidders and IPC both before and after proposals are due;
 - d. Any requested bidder updates;
 - e. Any amendments to the 2026 RFP as issued by IPC;
 - f. Evaluation and ranking of responses;
 - g. Selection of the initial shortlist bids;
 - h. Selection of the final shortlist bids; and
 - i. Monitoring the solicitation process, discussion with bidders, and contract negotiations through the acknowledgement of the final shortlist

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

7. Audit the evaluation process and validate that the evaluation criteria, methods, models, and other solicitation processes have been applied as approved by the Oregon Commission, and consistently and appropriately applied to all bids. Verify assumptions, inputs, outputs, and results are appropriate and reasonable;
8. Verify the basis for selection of the initial shortlist bids, including:
 - a. Verifying that the price score is calculated appropriately for the product and technologies submitted, using real-levelized or annuity methods;¹⁰ and
 - b. Verifying that the non-price score is based on resource characteristics identified in IPC’s 2021 IRP (e.g., resource term, type, development, operational characteristics, etc.), and materially conform to the standard form contracts or term sheets attached to the 2026 RFP,¹¹ and further verifying that the non-price criteria is objective and can be reasonably self-calculated by bidders.¹²
9. Verify the basis for selection of the final shortlist of bids, including:

¹⁰ OAR 860-089-0400(2)(a).

¹¹ IPC must allow bidders on the final shortlist to negotiate mutually agreeable final contract terms that are different from ones in the standard form contracts.

¹² OAR 860-089-0400(2)(b).

- a. Verifying the impact of IPC’s transmission interconnection agreements, including any study reports setting forth the cost and timing of each project’s interconnection services on the selection of the final shortlist from the initial shortlist;
 - b. Verifying the results of modeling the effect of candidate resources on overall costs and risks to IPC’s system; and
 - c. Verifying that the portfolio modeling and decision criteria used to select the final shortlist of bids are consistent with the modeling and decision criteria used to develop IPC’s 2021 RFP.
10. Advise IPC and Oregon Commission Staff of any issue that might reasonably be construed to affect the integrity of the solicitation process and provide IPC an opportunity to remedy the issue identified. Advise Oregon Commission Staff of significant changes or unresolved issues as they arise;
 11. Independently score all or a sample of the benchmark and market bids to determine whether the selections for the initial and final shortlists are reasonable. Subsequently, based on an initial sample of the bids, the IE shall use its judgement and in consultation with Oregon Commission Staff, determine whether independent scoring of all bids is appropriate;
 12. Independently evaluate the unique risks and advantages associated with the benchmark bid(s) or a bid using a build-transfer agreement structure as contemplated in the 2026 RFP, including the regulatory treatment of costs or benefits related to actual plant operation costs and performance differing from what was assessed in the 2026 RFP;
 13. Compare the IE and IPC scoring and evaluation of the competing bids and attempt to reconcile and resolve any scoring differences;
 14. Participate in any Oregon Commission proceedings on acknowledgement of the final shortlist of bids, in such case IPC requests such acknowledgement. Such participation shall include any and all oral comments made at a Oregon Commission public meeting or hearing; and
 15. Participate in any additional meetings with parties at the request of the Oregon Commission or IPC.

8. Content of Proposals

Respondent(s) submitting a proposal shall use the following outline and criteria, and fully demonstrate Respondent(s) qualifications to meet the *Mandatory Minimum Qualifications* as detailed below in Section 9.1.

- Cover Letter and Introduction – Provide a general introduction and information about your firm (2 pages maximum).
- Company and Project Organization – Provide detailed information describing how your firm is organized along with a description of key personnel to be assigned to IPC’s 2026 RFP. Respondent shall describe each task and responsibility assigned to such personnel, and include specific highlights of relevant prior experience on similar projects. Please note the duration of the 2026 RFP when developing organization and assignments. Such assignments and responsibilities shall be broken down and described by task. The respondent shall highlight illustrations of relevant prior experience on similar projects.
- Qualifications – Provide a description of specific qualifications to perform this work, including but not limited to relevant projects completed in the last five (5) years. Respondents shall additionally include qualifications and expertise of team members to be assigned to this project.
- Client References – Provide a least three (3) references from clients for which Respondent’s firm has performed similar services, as described in this RFP in the past five (5) years, including performance references for similar IE projects with other regulated utilities.
- Approach and Additional Submittals – Respondent shall submit a detailed description of how the Respondent intends to perform the services required in this RFP, including a narrative of the Respondent’s assessment for the services to be performed, and the resources necessary to fulfill the

- requirements set forth in this RFP. Respondent shall demonstrate clear and concise understanding of the IE’s performance expectations, and clearly indicate alternative solutions (if any). Additionally, Respondent shall provide the following:
- Detailed experience with production costs models and an initial assessment of IPC’s scoring methods and long-term expansion models (AURORA) to be utilized with the 2026 RFP as described in **Attachment D – IPC’s Proposed 2026 RFP Bid Evaluation and Selection Process**, specifically on its consistency with IPC’s 2021 RFP modeling process, and the Oregon competitive bidding rules addressing the evaluation criteria.¹³
 - Experience and competence in assessment, evaluation, and monitoring related to competitive bidding for renewable and non-renewable resources that may or may not include a battery energy storage system (BESS), or other energy storage. Respondent should specifically document experience with assessing Power Purchase Agreements (PPAs), Build-Transfer Agreements (BTAs), and tolling agreements. Such experience should include evaluation power supply alternatives including, but not limited to, production cost modeling to evaluate cost and risk.
 - Experience and competence in assessment, evaluation, and monitoring related to competitive bidding for generation resources and firm transmission with the Western Electric Coordinating Council (WECC).
 - Demonstrated knowledge of existing or anticipated renewable portfolio standards within the WECC.
 - Experience evaluating a competitive bidding process that involves examination of interconnections studies issued in accordance with Open Access Transmission Tariff (OATT) interconnection processing rules common to vertically integrated utilities that are outside organized markets.
 - Work samples demonstrating such expertise and competence, including work samples demonstrating the Respondent’s willingness and ability to work independent of utilities and to rigorously review, evaluate, and critique a utility RFP for firm transmission, generation capacity, and energy resources including storage.
 - Experience with the use of electronic platform for management of bid submittal, communication, and documentation evaluation.
 - Declaration of any conflicts of interest by identifying the conflict, or potential conflict of interest, that may arise during the course of the 2026 RFP solicitation.
 - Disclosure of any past, current, or anticipated future relationship with, or work for, IPC or any affiliate, and any public utility regulatory agency in any of the states served by IPC. Respondent shall include specific dates, nature of relationship, and scope of any such relationship in this disclosure.
- **Cost and Fees** – Respondent shall submit a cost proposal that includes fixed lump sum pricing for each segment of services, as detailed in **Attachment E – Respondent Pricing Proposal**. Additionally, Respondent shall submit the following:
 - Personnel itemized costs, broken down by:
 - Personnel category (i.e., project manager, administrative personnel, etc.);
 - Names of personnel to be used in each personnel category;
 - Estimate of hours for each task performed;

¹³ OAR 860-089-0400(2).

- Hourly rates for each person; and
- Subtotal for each category and personnel cost.
- Itemized cost of materials, and supplies including a subtotal for each element
- Fully itemized transportation and related costs, separated into the following categories:
 - Travel;
 - Lodging;
 - Meals and other costs; and a
 - Subtotal for each transportation category and related costs.

9. RFP Evaluation Criteria and Process

9.1 Mandatory Minimum Qualifications

As directed by the Oregon Commission and for the purposes of this RFP, the selected IE must be independent of IPC and potential bidders into the 2026 RFP. The following minimum requirements must be demonstrated by Respondent(s):

- Respondent shall be experienced and competent to perform all IE function identified in the competitive bid guidelines and requirements of the Oregon Commission;
- Respondent shall disclose any and all business conducted with IPC or its affiliates, past or present;
- Respondent shall disclose any conflict, or potential conflict of interest, that might arise during the course of the solicitation process, including any potential bidders in IPC’s 2026 RFP;
- Respondent shall re-confirm, upon receipt of the 2026 RFP bidder list, that the Respondent has no conflict of interest with any of the bidders or their affiliates;
- Respondent shall demonstrate its experience and competence in assessment, evaluation, and monitoring related to competitive bidding for utility energy generation and capacity resources, including renewable and thermal resources; and
- Respondent shall demonstrate its experience and competence in assessment and evaluation of storage technologies, including operational dispatch of the batteries as part of an electric utility’s resource portfolio.

9.2 Scoring Criteria

From the information provided in accordance with this RFP, IPC shall review and score the proposals based on the following three components:

- **Ability to Perform (400 points)**

Demonstrated training, experience, and ability of the Respondent and its individual staff member(s) that will be assigned to IPC’s 2026 RFP to perform the proposed services, including but not limited to:

- *50 points* – Understanding the scope of services and deliverables, as shown by the Respondent’s description of the tasks in its deliverables, understanding of the functions to be performed, and experience evaluating another type of all-source resource RFP, or other related experience outside the WECC.
- *75 points* – Specific experience reviewing an RFP for transmission, renewable, and non-renewable market purchase resources, including experience with evaluating benchmark and market bids.
- *75 points* – Experience evaluating new or existing resources, including storage options such as BESS or other types of energy storage.

- 50 points – Experience evaluating another type of renewable resource RFP, or other related experience in the WECC.
 - 75 points – Experience with utility applications of production cost modeling specific to firm transmission, and renewable and non-renewable generation resources as part of an RFP.
 - 75 points – Initial assessment and review of the scoring methods and computer models as described in **Attachment D – IPC’s Proposed 2026 RFP Bid Evaluation and Selection Process**.
 - **Price Proposal (300 Points)**
- Attachment E – Respondent Pricing Proposal** will be the basis for evaluation of Respondent’s proposal of the overall cost of the project, the overall elements of that cost, and the overall appropriateness of the submitted costs in relation to the submitted proposal.
- 150 points – Total price of the proposal, and the overall elements of that price.
 - 150 points – Overall appropriateness of the cost in relation to the submitted proposal.
 - **Acceptance of Contract Documents (50 Points)**
 - Respondents must provide redlines and comments to **Attachment A – Professional Services Agreement**.

9.3 IE Selection Process

- **Evaluation**
 - Initial Review – IPC and Oregon Commission Staff shall review all submitted proposals to help ensure that all prescribed provisions and procedures have been met. Proposals that do not meet all prescribed mandatory minimum qualifications, solicitation procedures and requirements, may be rejected or further eliminated from the selection process. Submitted proposals meeting the prescribed solicitation requirements will be reviewed by IPC, Oregon Commission Staff, and interested non-bidding parties.¹⁴
 - Evaluation – After IPC, Oregon Commission Staff, and interested non-bidding parties have reviewed, and provided input on submitted proposals, IPC and Oregon Commission Staff will meet to discuss their finding and identify the leading Respondents for final recommendation to the Oregon Commission.
 - Scoring – Respondents who submitted the highest scoring proposals shall be recommended to the Oregon Commission for its consideration.
 - Recommendation to Oregon Commission – Oregon Commission Staff will issue a report for the Oregon Commission public meeting five (5) days prior to the public meeting with its recommendation for an IE for IPC’s 2026 RFP.
 - Oregon Commission’s Ultimate Discretion in Selecting IE – The Commission will consider Staff’s recommendation and comments from IPC and non-bidding parties in selecting the IE, but the ultimate discretion to select an IE lies with the Oregon Commission. The Oregon Commission will direct IPC to enter into a contract with the selected IE.
 - **Notification**
- IPC shall notify every Respondent of its selection status.

¹⁴ OAR 860-089-0200(1).

10. Revisions to 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. IPC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to the execution of a contract, if any. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to Respondent(s) included in the current and applicable stage of the RFP.

11. Form of Contract

IPC directs Respondent(s) to the **Attachment A – Professional Services Agreement**. In the event IPC decides to move forward with Respondent, Respondent will be required to enter into a legally binding contract substantially similar to this agreement. As part of this RFP, Respondent must indicate acceptance of IPC's Professional Services Agreement in its response to this RFP. Alternatively, if the Respondent is unwilling to agree to a proposed clause or term, Respondent must provide redlines of the agreement identifying any proposed changes requested by Respondent. The agreement provided by Respondent in its response should be Respondent's best and final offer as to the legal terms and conditions Respondent is willing to accept.

Neither the State of Oregon nor the State of Idaho will be party to the resulting agreement, and will not be responsible for any conflicts that arise between IPC and the selected IE.

12. General Information for Respondents

12.1 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 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 Respondent indicate its 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).

Eligibility as a small, disadvantaged business is first based on eligibility as a small business, as noted above. Second, the business must be majority owned (51 percent or more) and controlled/managed by socially and economically disadvantaged person(s). The Small Business Administration designated the following groups as "presumed socially disadvantaged": Black Americans, Hispanic Americans, Native Americans, and Asian-Pacific Americans. Other individuals may be found socially disadvantaged and eligible for the program on a case-by-case basis. If you have any questions, please see 13 CFR 124.1 - 124.1016 or contact your local Small Business Administration office.

12.2 Purchasing Restrictions/Prohibited Technology

Pursuant to Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Respondent must be able to represent in its agreement with Idaho Power that Respondent does not use or have installed 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.

12.3 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, in Respondent's submittal.

12.4 Entire RFP

This RFP and all Exhibits, Attachments, Questionnaires, 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 Portal, listed herein, or incorporated by this reference made in submittal of this RFP shall be used as the basis for the preparation of responses.

13. Attachments

Attachment A – Professional Services Agreement

Attachment B – IPC 's Proposed 2026 RFP Timeline

Attachment C – Oregon Competitive Bidding Rules (Order 18-324)

Attachment D – IPC's Proposed 2026 RFP Bid Scoring and Modeling Process

Attachment E – Respondent Pricing Proposal

Attachment F – Explanation of Proposed Market Purchase Volumes for 2026 RFP

ATTACHMENT A

Professional Services Agreement

IPC KIT # _____

Asset Suite # _____

Contracting Agent _____



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into to be effective as of the _____ day of _____, 20____ ("Effective Date") between Idaho Power Company, an Idaho corporation ("IPC"), and _____, a(n) _____ ("Contractor"). The undersigned may also be referred to individually as a "Party" or collectively as the "Parties." Unless explicitly noted otherwise, the term "days" refers to calendar days.

1. Definitions.

1.1. Work Product. The work product or deliverables created, conceived, or discovered by Contractor or Subcontractors (defined in Section 7) at all tiers after the Effective Date on behalf of IPC or related to this Agreement including, without limitation, software, processes, or inventions.

1.2. Intellectual Property Rights. Patents, copyrights, trademarks, trade secrets, trade dress, mask works, moral rights, processes, techniques, designs, rights of attribution or integrity, or other intellectual or industrial property rights or proprietary rights.

1.3. IPC Data. All data and information, including but not limited to:

- (a) Data regarding IPC, its customers or vendors (other than Contractor) that is either (i) furnished, disclosed, or otherwise made directly or indirectly available to Contractor or Subcontractors at all tiers by or on behalf of IPC under this Agreement; or (ii) collected or created by Contractor on behalf of IPC in the course of performing Services hereunder; and
- (b) CEII (as defined in Section 1.4).

1.4. CEII. All Critical Energy/Electric Infrastructure Information, as defined by the Code of Federal Regulations, Title 18, Section 388. CEII includes both Critical Energy Infrastructure Information and Critical Electric Infrastructure Information. As used in this Agreement, Critical Energy Infrastructure Information means specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that:

- (a) Contains detail about production, generation, transportation, or distribution of energy;
- (b) Could be useful to a person planning an attack on critical infrastructure;
- (c) Is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552; and
- (d) Does not simply give the general location of the critical infrastructure.

As used in this Agreement, Critical Electric Infrastructure Information means information related to critical electric infrastructure, or proposed critical electrical infrastructure, generated by or provided to the Federal Energy Regulatory Commission ("FERC") or other Federal agency other than classified national security information, that is designated as critical electric infrastructure information by FERC or the Secretary of the Department of Energy pursuant to Section 215A(d) of the Federal Power Act.

CEII includes, but is not limited to: transmission conductor details, transmission structure design details, planned or expected transmission outages critical to the power system, substation design details, control center locations or design details, power plant facility design details, geographic coordinates more specific than line routes and natural gas line locations or design details.

2. **Services**. Contractor shall perform the services and develop the deliverables described in an executed IPC Statement of Work ("SOW") referencing this Agreement ("Services"). Any SOW executed under or covered by this Agreement is

incorporated into this Agreement. Contractor acknowledges and agrees that IPC is not required to contract for any minimum amount of Services under this Agreement.

3. Compensation.

3.1. Payment for Performance of Obligations. Subject to IPC's right of offset, Contractor shall be compensated for fully completed Services performed in accordance with this Agreement at the rates set forth in a particular SOW. Reimbursable expenses, if any, shall be set forth in a particular SOW. With respect to hourly fee based projects and unless authorized by IPC in advance or otherwise set forth in the applicable SOW:

- (a) IPC shall pay only for time spent by Contractor in the performance of value-added Services in direct furtherance of Contractor's obligations under this Agreement and the applicable SOW (i.e., not for time spent traveling, eating, etc.);
- (b) IPC shall not pay for any overtime or Services outside the scope of this Agreement without prior written approval; and
- (c) All time must be verified and approved by IPC prior to payment. Contractor shall keep weekly time sheets covering all hours worked on an hourly basis and all reimbursable expenses for at least five years after completion of Services. Contractor's rate shall be equal to or less than the best rate given to Contractor's other clients. Unless explicitly stated otherwise in an SOW, all rates shall be fully loaded and shall include, without limitation, all markup, overhead, and profit. Unless otherwise stated in an SOW, Contractor's rates shall not exceed the rates charged to IPC by Contractor in connection with previous SOWs or work engagements for IPC.

3.2. Invoices and Payment. Contractor invoices shall provide as much detail as deemed necessary by IPC. Unless otherwise agreed to in an SOW, each invoice shall separately identify and itemize Services and/or materials, and shall include not less than the following information, as applicable:

- (a) Contractor name;
- (b) Contractor order number;
- (c) The IPC Agreement and SOW number;
- (d) IPC Contact: name;
- (e) Ship To: name;
- (f) Remit To: name;
- (g) Any freight costs paid; and
- (h) A description of Services performed and/or materials provided as identified in the "Deliverables/Milestones" and "Compensation" sections of the applicable SOW.

Contractor invoices shall itemize any taxes being paid by IPC. If a taxing authority determines that Contractor did not collect all applicable taxes, Contractor shall be liable for any interest, penalty, costs, fees, and liabilities arising out of or relating to Contractor's failure to properly invoice IPC. IPC will make payment to Contractor within 30 days of receipt of an accurate and undisputed invoice; provided, however, that IPC's payment is not due unless Contractor is in compliance with all provisions of this Agreement, including without limitation, all applicable insurance requirements set forth in Section 11 below, and provided further, that IPC may require Contractor, at IPC's discretion, to supply duly executed waivers and releases of liens for Contractor and its Subcontractors at any tier in the form acceptable to IPC as a condition precedent to payment. IPC may withhold from any payment any damages, back charges, or claims incurred or reasonably anticipated by IPC to the extent caused by Contractor or any Subcontractor at all tiers. IPC shall have the right to review, test, inspect, approve, reject, and accept Services to be provided or performed by Contractor. IPC's review, approval, acceptance, use, or payment for all or any part of the Services shall in no way alter Contractor's obligations or IPC's rights hereunder, and shall not excuse or diminish Contractor's responsibility for performing all Services consistent with this Agreement.

3.3. Travel Expenses. Unless specifically itemized in an SOW, IPC will not pay any travel and related expenses or living expenses incurred by Contractor. If, however, IPC directs Contractor in writing to travel to locations other than the locations at which they normally provide services, then Contractor shall be reimbursed for reasonable travel

and related expenses approved in advance by IPC and incurred in the interest of IPC as a result of performing the Services; provided, however, that Contractor submits appropriate receipts to IPC.

- 3.4. Delay. If Contractor does not invoice IPC for completed Services or expenses within six months after the time Contractor performs the Services, Contractor waives all right to payment.
4. **Change Management**. Any proposed change to the scope of Services defined in an SOW must be initiated through a written IPC change request in a form acceptable to IPC (“Change Order”). In addition to a Change Order, Contractor shall deliver to IPC a detailed cost and scheduling analysis, in a form acceptable to IPC. The cost and schedule analysis shall state if the Change Order will impact cost or schedule. If IPC approves the Change Order in writing, it shall be incorporated into the SOW and will specify any increases or reductions in the scope of Services, pricing, and timeframes. Contractor acknowledges and agrees that any increase in Contractor’s price for the Services in accordance with any Change Order includes all applicable taxes and costs, including but not limited to, overhead, profit, and markup. In no event shall Contractor be entitled to an adjustment in compensation or schedule for performing a change in the Services caused or made necessary by the acts or omissions of Contractor or its Subcontractors at any tier. Contractor acknowledges and agrees that an extension of time shall be Contractor’s sole and exclusive remedy for any delay, hindrance, disruption, loss of productivity, or inefficiency caused by IPC or its agents.
5. **Term and Termination**. This Agreement will commence on the Effective Date and will continue until _____, 20____ or until terminated as set forth herein. If IPC and Contractor execute an SOW for which Services continue past the date set forth in the preceding sentence, then such Services shall continue to be governed by this Agreement unless otherwise terminated as set forth herein.
- 5.1. Termination for Cause. If either Party materially breaches this Agreement or any SOW and the material breach is not cured within 10 days after the non-breaching Party gives the breaching Party written notice thereof, the non-breaching Party may elect to terminate this Agreement or any SOW by giving the breaching Party notice of the termination; provided, however, that if the nature of the breach is such that it could not reasonably be cured within the 10 day period, then the non-breaching Party may terminate this Agreement or any SOW immediately upon providing written notice to the breaching Party. If IPC terminates this Agreement for breach by Contractor and it is later determined that Contractor did not breach the Agreement, or the breach was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of IPC pursuant to Section 5.2 below.
- 5.2. Termination for Convenience. IPC may elect to terminate or suspend this Agreement or any SOW, in whole or in part, at any time without cause and without penalty, on 10 days’ written notice to Contractor.
- 5.3. Effect of Termination
- (a) Upon termination or expiration of this Agreement or any SOW, all obligations of the Parties (other than those obligations that expressly or by nature survive termination) shall terminate and at IPC’s election, Contractor shall return all IPC Data, materials, files and other information specific to the Services performed for IPC in a form and format acceptable to IPC, as well as any partially completed Work Product. Upon request by IPC, Contractor shall certify in writing that it has returned all information obtained from IPC.
- (b) In the event of termination by IPC, Contractor shall be entitled to receive payment for Services actually performed in accordance with this Agreement prior to such termination, but only to the extent there is no dispute or applicable offsets or withholdings related to the Services. Contractor shall promptly refund all prepaid but unearned monies to IPC and assign to IPC all subcontracts with its Subcontractors, if directed by IPC. In any event, Contractor shall not be entitled to receive payment for Services not executed or for overhead and profit for Services not executed.
6. **Confidentiality**. All IPC Data is and shall be treated as confidential, regardless of whether marked as “CONFIDENTIAL” or otherwise. IPC Data in oral, visual, or electronic format shall also be confidential. IPC may disclose copies of this Agreement and related documents to regulatory bodies having jurisdiction over IPC pursuant to the confidentiality or protective agreements or orders issued by those regulatory bodies.
- 6.1. Obligations. Contractor and all those working for or with Contractor who may have access to IPC’s confidential information (including without limitation IPC Data) shall not disclose it to any person, firm or corporation, nor use such confidential information for any purpose other than as necessary to perform the Services or create the Work Product outlined in an SOW. Contractor shall take affirmative steps to protect and safeguard such confidential information and at minimum use the same degree of care it uses to prevent the unauthorized use,

dissemination, or publication of its own confidential information and, in any event, not less than the level of care standard in Contractor's industry. Contractor shall limit disclosure of IPC's confidential information to officers, directors, employees, or agents who need to know such information to complete a given SOW and shall notify anyone with access to IPC's confidential information in writing that it is confidential. Upon expiration or termination of this Agreement or any SOW, Contractor shall destroy or return all of IPC's confidential information to IPC.

6.2. Exceptions. The confidentiality obligations shall not apply to IPC confidential information that:

- (a) Is or becomes publicly known or available other than by the Contractor's act or fault or the Contractor's breach of this Section 6;
- (b) Is rightly received by the Contractor from a third party who was authorized to disclose such information and who is not subject to similar confidentiality obligations;
- (c) Is proven by written evidence to have been independently developed by the Contractor; or
- (d) Is approved for disclosure by written authorization from IPC.

In addition, confidential information may be disclosed by Contractor pursuant to law or any governmental or court order, provided that Contractor shall first give notice to IPC of such order and give IPC a reasonable opportunity to obtain a satisfactory protective order.

7. **Data Ownership, Data Security, and Physical and Electronic Protection**. IPC Data shall remain the sole property of IPC. Contractor may not use IPC Data for any purpose other than to perform its obligations under an SOW. IPC Data may not be sold, assigned, leased or otherwise disposed of or commercially exploited by Contractor.

7.1. Data Security. Contractor represents, warrants, and covenants to IPC that Contractor has developed and implemented, currently has in place, and shall maintain during the term of this Agreement a comprehensive information security program that includes administrative, technical, and physical safeguards and controls sufficient to: (i) ensure the security and confidentiality of IPC Data; (ii) protect against anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to, or disclosure or use of, all IPC data that Contractor accesses, receives, stores, processes, transmits, maintains, or possesses (collectively, "Security"). Contractor shall document its Security and all safeguards, procedures, and controls and keep them current in light of changes in relevant technology and provide IPC with a copy of the same upon request and at no cost to IPC. Such Security shall include, but not be limited to, the following:

- (a) Contractor shall utilize industry-accepted firewalls, up-to-date anti-virus software, and non end-of-life operating systems;
- (b) Contractor shall ensure access is controlled to the physical location of the hardware containing IPC Data;
- (c) Contractor shall secure electronic access to Contractor's information systems containing IPC Data;
- (d) Contractor shall store, process, and maintain any and all IPC Data on designated target servers that reside physically within the boundaries of the United States;
- (e) Contractor shall not transfer any IPC Data outside of its network via unencrypted means;
- (f) Contractor shall not process or transfer IPC Data to any unencrypted portable or laptop computing device, or any other unencrypted portable storage medium;
- (g) Contractor shall provide its workforce position appropriate cybersecurity awareness training, including, but not limited to, an anti-phishing program;
- (h) Contractor shall take measures to protect IPC Data against destruction, loss, or damage due to potential environmental hazards, such as fire and water damage or technological failures;
- (i) Contractor's and Subcontractors' personnel may not access or store IPC Data on any personal or third party devices, including mobile devices, tablets, or personally owned laptops, unless such devices have been configured with industry standard security and encryption features, which shall include at a minimum remote wipe and remote shutdown capabilities;
- (j) Contractor shall use two-factor authentication for remote access to systems that access or store IPC Data;
- (k) Contractor shall secure and prevent misuse of its own email resources; and

- (l) Upon termination of this Agreement, Contractor shall require the destruction or erasure of physical or electronic media containing IPC Data so that such information cannot practicably be read or reconstructed.
- 7.2. Compliance with Data Protection Rules. Contractor shall observe and comply with all applicable federal and state data privacy and data protection laws and regulations that are now in effect or hereafter promulgated that are applicable to the Services provided by Contractor under this Agreement or any IPC Data that Contractor controls, accesses, receives, stores, processes, transmits, maintains, or possesses in connection with the Services. In addition, Contractor will comply with all IPC's policies, standards, and data protection procedures in effect when the applicable SOW is performed and shall sign and comply with all IPC forms related to the same.
- 7.3. Information Security Training. Contractor shall comply with IPC's information security requirements, policies, and procedures. Contractors who require electronic access to any network or information system owned by IPC shall complete IPC's on-line information security training. Contractor shall authorize only those employees who are necessary for and directly involved in Contractor's performance of its obligations under this Agreement, to have access to the IPC Data (whether physically or through computer system access) and solely on a "need to know" basis (collectively, "Authorized Persons"). Contractor shall not authorize anyone other than Authorized Persons to have access to the IPC Data at any time. Authorized Persons shall sign an agreement regarding compliance with IPC's Information Security Standards, including without limitation, both electronic and physical access requirements prior to receiving access.
- 7.4. Security Screening. IPC is required by federal law and regulations to protect access to its critical assets, both physical and electronic. Contractor acknowledges and agrees that certain portions of IPC's premises may have restricted access and may require prior authorization or an IPC designated escort to allow Contractor access. Contractor shall comply with federal, state, or local laws or regulations and any applicable IPC policies, standards, and procedures related to physical security of its premises, including without limitation, any policies, standards, and procedures requiring drug screening, background checks, and social security verification prior to performing Services for IPC. If Contractor requires access to IPC's network, or unescorted access to IPC's or its customer's premises, then Contractor shall perform drug screening, background checks and social security verifications for all Personnel as required by IPC. Contractor shall not perform any Services until these requirements have been met.
- 7.5. Security Incident Response Plan. Contractor shall develop and implement a "Response Plan," which shall be policies and procedures to address Security Incidents. The Response Plan shall include appropriate provisions for mitigating the harmful effects of Security Incidents (defined below) and addressing and remedying the occurrence(s) to prevent the recurrence of similar Security Incidents in the future. The development and implementation of the Response Plan shall follow industry standard practices, such as those that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 4, IR-1 through IR-10 as those standards may be amended. Immediately upon learning of a Security Incident related to the products and Services provided to IPC, Contractor shall implement its Response Plan and, within 24 hours of implementing its Response Plan, shall notify IPC in writing of that implementation as described below.
- 7.6. Security Incident. Contractor shall promptly notify IPC if Contractor discovers or becomes aware: (a) that Contractor is not in compliance with or has violated any of the requirements of these terms and conditions; (b) of any unauthorized disclosure or use of or access to IPC Data or any unauthorized intrusion, penetration, or security breach involving Contractor systems that affects IPC Data or IPC's network or systems; or (c) Contractor initiates its Response Plan (each of (a), (b), and (c) a "Security Incident"). Any reasonably suspected or confirmed Security Incident must be reported to IPC immediately via email to cybersecurity@idahopower.com and by telephone at (208)388-2927. Contractor acknowledges that in some instances, IPC has a reporting obligation to regulators and other third parties in the event of an actual or suspected Security Incident and that Contractor's compliance with the foregoing notification obligation is necessary for IPC's compliance with regulatory and legal obligations. Notification of an actual or suspected Security Incident must include a description of the nature of the event, the date and time of the event, suspected amount of information exposed, steps being taken to investigate the circumstances of the exposure and remediate or mitigate the Security Incident. Contractor shall provide written updates of the notice to IPC addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with IPC in IPC's efforts to determine the risk to the bulk electric system posed by the Security Incident. In addition to all other remedies permitted under the Agreement and applicable law, Contractor shall be required to promptly remedy and mitigate any damages, losses, or expenses caused by a breach in the security of Contractor's systems that adversely impacts IPC and take all

measures as may be reasonably necessary to prevent any further Security Incident. Without obligating IPC to undertake any specific actions in the event of a Security Incident, Contractor must cooperate with and assist IPC in its own investigation, analysis, and resolution of Security Incidents, including if requested by IPC, providing breach notifications to individuals and regulatory and law enforcement agencies or providing support to IPC if IPC decides to deliver such notices. Contractor shall provide IPC with details of the investigation and final disposition of the Security Incident relevant to the Services provided to IPC or which may impact the confidentiality, integrity, or availability of those Services and of any IPC Data or systems. Contractor shall reasonably cooperate with governmental authorities and non-governmental entities in any action or proceeding as may be deemed necessary by IPC as the result of such Security Incident. Within 5 calendar days of a Security Incident, Contractor shall develop and execute a plan that reduces the likelihood of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and industry standards (e.g., NIST Special Publication 800-61 Rev. 2 and NIST Special Publication 800-184, as may be amended) and shall communicate that plan to IPC. Contractor shall provide recommendations to IPC on actions that IPC may take to assist in the prevention of recurrence, as applicable or appropriate. Within 5 calendar days of notifying IPC in writing of the Security Incident, Contractor shall recommend actions to be taken by IPC on IPC-controlled systems to reduce the risk of a recurrence of the same or a similar Security Incident, including, as appropriate, the provision of action plans and mitigating controls. Contractor shall coordinate with IPC in developing those action plans and mitigating controls. Contractor will provide IPC guidance, recommendations, and other necessary information for recovery efforts and long term remediation and/or mitigation of cyber security risks posed to IPC Data, equipment, systems, and networks as well as any information necessary to assist IPC in relation to the Security Incident.

- 7.7. Notification to Affected Parties. Contractor will, at its sole cost and expense, assist and cooperate with IPC with respect to any investigation of a Security Incident, disclosures to affected parties, and other remedial measures as requested by IPC in connection with a Security Incident or required under any applicable laws related to a Security Incident. In the event a Security Incident results in IPC Data being disclosed such that notification is required to be made to any person or entity, including without limitation any customer, shareholder, or current or former employee of IPC or Contractor, under any applicable laws, including privacy and consumer protection laws, or pursuant to a request or directive from a governmental authority, such notification will be provided by IPC, except as required by applicable law or approved by IPC in writing. IPC will have sole control over the timing and method of providing such notification.
- 7.8. Unrelated Security Incidents: For purposes of this Agreement, "Contractor's Proprietary Information" means Information and data that embodies a trade secret owned or controlled by Contractor, or licensed to Contractor by a third party. In the event (a) Contractor's Proprietary Information, as such information relates to the products and/or Services provided to IPC under this Agreement, has been corrupted or destroyed without authorization or has been accessed, acquired, compromised, modified, used or disclosed by any unauthorized person, or by any person in an unauthorized manner or for an unauthorized purpose; (b) Contractor knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided by Contractor to an entity other than IPC; or (c) Contractor receives any valid complaint, notice, or communication which relates directly or indirectly to (i) Contractor's handling of Contractor Proprietary Information or Contractor's compliance with applicable law in connection with Contractor Proprietary Information or (ii) the cybersecurity of the products and services provided by Contractor to an entity other than IPC ("Unrelated Security Incident"), Contractor shall provide to IPC a confidential report describing, to the extent legally permissible, a detailed summary of the facts and circumstances of the Unrelated Security Incident, including a description of (1) why the Unrelated Security Incident occurred, (2) the nature of the Contractor's Proprietary Information disclosed, and (3) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.
- 7.9. Audit Rights. Upon request, Contractor shall provide to IPC the opportunity to review a copy of the Contractor's policies, procedures, evidence and independent audit report summaries that are part of Contractor's cyber security framework (e.g. ISO-27001, SOC2). IPC or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor's IT or systems environment and procedural controls to determine Contractor's compliance with the system, network, data, and information security requirements of this Agreement. Audits of Contractor shall be done with at least 30 calendar days advance notice. These audits and tests will not unduly affect Contractor's operations and may include coordinated security tests, interviews of relevant personnel, review of documentation, and technical inspection of systems and networks as they relate to the receipt, maintenance, use, retention, and authorized destruction of IPC Data. Contractor shall provide all information reasonably requested by IPC in connection with any such audits and shall provide reasonable access

and assistance to IPC upon request. Contractor will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such inspections, tests, and audits. IPC reserves the right to view, upon request, any original security reports that Contractor has undertaken or commissioned to assess Contractor's own network security. If requested, copies of these reports will be reviewed on site at Contractor's facility at IPC's expense. Contractor will notify IPC of any such security reports or similar assessments once they have been completed. Any regulators of IPC or its affiliates shall have the same rights of audit as described herein upon request.

- 7.10. Subcontractors. To the extent that Contractor is permitted to engage subcontractors to perform, or otherwise provide support to assist Contractor to perform, any portion of the Services hereunder (each a "Subcontractor"), then: (a) Contractor shall not share or disclose, or engage a Subcontractor to access, store, process, transmit, or otherwise possess any IPC Data, unless and until such Subcontractor has agreed in writing to protect IPC Data in a manner substantially similar (but in any case no less restrictive) to that required of Contractor under the Agreement, and then only on a need-to-know basis; (b) Contractor shall cause such Subcontractors to comply with the obligations and restrictions associated with substantially the same services, tasks, functions, and responsibilities performed by such Subcontractors that are applicable to Contractor under the Agreement, including, without limitation, those obligations set forth in these terms and conditions; and (c) Contractor shall remain responsible for the services, tasks, functions, and responsibilities performed by Subcontractors to the same extent as if such services, tasks, functions, and responsibilities were performed directly by Contractor and, for purposes of the Agreement, such work shall be deemed work performed by Contractor.
- 7.11. Indemnification. In addition to any other indemnification obligation of Contractor set forth in this Agreement, Contractor shall indemnify, defend, and hold IPC, IPC affiliates, and its and their respective officers, directors, employees, representatives, agents, successors, and assigns harmless from, for, and against any Damages (defined in Section 9 below) to the extent such Damages arise out of or in connection with:
- (a) A Security Incident (including a Security Incident by a Subcontractor); or
 - (b) Contractor's, or any Subcontractor's, failure to comply with the requirements of this Section 7.
- 7.12. Injunctive Relief. Contractor acknowledges and agrees that any breach or threatened breach of the obligations set forth in this Section 7 may result in a substantial likelihood of irreparable harm and injury to IPC, for which monetary damages alone may be an inadequate remedy, and which damages may be difficult to accurately measure. Accordingly, Contractor agrees that in addition to any other remedies available, IPC shall have the right to obtain injunctive relief as well as other equitable relief allowed by the federal and state courts. The foregoing remedy of injunctive relief is agreed to without prejudice to IPC's right to exercise any other rights and remedies it may have, including without limitation, the right to terminate this Agreement and seek damages or other legal or equitable relief.
- 7.13. Survival. The rights and obligations set forth in this Section 7 shall survive the expiration or termination of this Agreement for any reason.
- 8. Warranties, Representations, Correction of Services, and Disclaimers.**
- 8.1. Contractor represents, warrants, and covenants to IPC that:
- (a) Contractor has authority to enter into this Agreement and to perform its obligations.
 - (b) Contractor and its employees, agents, and representatives shall, and Contractor shall cause its Subcontractors of all tiers to, perform all obligations under this Agreement in a prompt, diligent and workmanlike manner, and pursuant to a standard of care no less than the standard of care followed by reputable professionals with national practices performing similar services on similar projects. Not in limitation of any other right or remedy available to IPC for breaches of this Agreement, Contractor shall promptly correct or re-perform those Services not meeting such workmanship and degree of care or not in conformance with this Agreement or the applicable SOW without additional compensation. Contractor, its employees, agents, and representatives shall, and Contractor shall cause its Subcontractors of all tiers to, at all times maintain the highest ethical standards, avoid conflicts of interest in the conduct of services for IPC, and fully cooperate with IPC and its independent contractors.
 - (c) All media provided by Contractor shall be new and free of known viruses and other harmful code. Contractor shall not (directly or indirectly) introduce a virus or other harmful code into IPC's network or system.

- (d) Any Work Product and each component thereof, including code and any embedded software, when properly used as contemplated herein, and their copying, use, modification and distribution shall not infringe or misappropriate any third party's Intellectual Property Rights.
- (e) Performance under this Agreement does not create a conflict of interest prohibited by the United States, foreign or domestic government. Contractor shall promptly notify in writing to IPC if any such conflict arises.
- (f) Pursuant to Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Contractor does not use or have installed any telecommunications equipment, system, or service (or as a substantial or essential component of any system 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.
- (g) In the event Contractor supplies materials and equipment under this Agreement, such materials and equipment shall be of good quality, new, free from defects, and strictly conform in all respects to any drawings, specifications, or requirements set forth in the SOW, for a period of either (i) two years following the completion of the Services under this Agreement, or (ii) the warranty period otherwise provided by Contractor, whichever is longer. Contractor's materials and equipment warranty shall not limit any other right or remedy available to IPC for breaches of this Agreement. Contractor warrants title to all materials and equipment sold to IPC and bears the risk of loss or damage to such items until they are delivered at IPC's delivery point.

Contractor shall cause Subcontractor warranties at all tiers to be assigned to IPC. In addition to all warranty requirements and not in limitation of any IPC rights and remedies, Contractor shall have an obligation to cure all defects and nonconformities in the Services upon written demand from IPC received no later than one year after final completion of the Services. Contractor's warranties under this Section 8 shall not limit the time period within which IPC may exercise its warranty rights for the reporting of defects and deficiencies which are identified after the expiration of the warranty period but are deemed to have occurred prior to, or during the warranty period.

9. Indemnification.

9.1. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, defend, reimburse, and hold harmless IPC and its successors and their respective directors, officers, members, employees, representatives, and agents (collectively, the "Indemnitees"), from, for, and against any and all allegations, claims, liens, liabilities, losses, demands, damages, expenses, suits, actions, proceedings, judgments, and costs of any kind whatsoever, including, without limitation, settlement costs, court costs, and attorneys' and expert witness fees and expenses (collectively, "Damages"), whether actual or merely alleged, and whether directly incurred or incurred by a third party, arising out of, or relating to:

- (a) The negligent acts, omissions, or willful misconduct of Contractor, its employees, agents, Subcontractors at any tier or Contractor's independent contractors;
- (b) A claim that any Work Product, goods, or Services furnished under this Agreement infringes upon or misappropriates any Intellectual Property Right of any third party;
- (c) A claim of any lien, security interest, or encumbrance made by a third party or any Subcontractor at all tiers;
- (d) A violation of federal or state law, regulation, statute, or ordinance; or
- (e) Contractor's material breach of this Agreement.

This indemnity shall apply without regard to whether the Damages are based on breach of contract, breach of warranty, negligence, strict liability, or other tort. In any and all Damages claimed against IPC, the indemnification obligation stated above shall not be limited in any way by any limitation on the amount or type

of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under the applicable worker's compensation act, disability acts, or other employee benefits acts.

9.2. **Procedure.** If IPC seeks indemnification from Contractor, IPC shall:

- (a) Notify Contractor of the assertion of any claim;
- (b) Provide reasonable assistance (at Contractor's expense) in connection with the defense;
- (c) Be entitled to pre-approve any settlement; and
- (d) Be entitled to, in the exercise of reasonable discretion, pre-approve legal counsel selected by Contractor.

9.3. **Intellectual Property Rights.** If a court or other authority of competent jurisdiction finds, or in IPC's reasonable judgment, is likely to find, that IPC's use of any Work Product infringes a third party Intellectual Property Right or if, as a result of an infringement claim, a court or other authority of competent jurisdiction enjoins, or, in IPC's judgment, is likely to enjoin, IPC from using any Work Product, then Contractor, in addition to its foregoing obligations of indemnification and defense, must promptly do the following at its sole expense:

- (a) Contractor shall make all necessary license or other arrangements to allow IPC to continue using the Work Product without infringing a third party Intellectual Property Right.
- (b) If the action described in Subsection (a) is not commercially practicable, then Contractor shall either
 - (i) Modify the Work Product so that it is non-infringing and at least as functionally equivalent in all material respects to the Work Product before it was modified, or
 - (ii) Replace the Work Product with non-infringing Work Product or deliverables that are at least functionally equivalent in all material respects to the original Work Product.

If IPC determines in its sole discretion that none of the foregoing alternatives provide an adequate remedy, IPC may immediately terminate all or any part of this Agreement and/or SOW and, in addition to other relief, recover amounts paid hereunder in addition to any other remedies it may have against Contractor.

10. **Removal of Liens.** Contractor agrees to keep IPC property free and clear of any and all lien claims filed by any person or entity in connection with the Services. Within 15 days after written demand from IPC, Contractor shall remove any such lien claim from the property by payment, settlement or the furnishing and perfection of a lien release bond or deposit pursuant to applicable law; upon the Contractor's failure or refusal to do so, IPC may do so in which event Contractor shall pay IPC's attorneys' fees, costs, disbursements and expenses so incurred. Contractor shall indemnify, defend, reimburse, and hold harmless IPC from any and all liens filed in connection with the Services as required by Section 9 of this Agreement.

11. Insurance.

11.1. Contractor shall maintain (and shall cause each of its agents, independent contractors and Subcontractors at any tier performing any Services hereunder to maintain) at all times, at its sole cost and expense, at least the following insurance:

- (a) *Workers' Compensation Insurance* with limits of not less than those required by applicable statutes.
- (b) *Employer's Liability Insurance* with a limit not less than \$1,000,000. When permitted by law, the insurance policies required under Subsections (a) and (b) of this Section 11 shall contain waivers of the insurer's subrogation rights against IPC. Contractor shall reimburse IPC for any costs (including self-insured tax audit assessments) incurred in the event Contractor maintains an uninsured status within the state of Idaho.
- (c) *Business Automobile Liability Insurance* with a combined single limit of at least \$1,000,000.
- (d) *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 with policy limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

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.

- (e) *Professional Liability Insurance or Errors and Omissions Insurance*, including without limitation, coverage for claims of financial loss due to error, act, or omission of Contractor or Contractor's employees, officers, equity

owners, Subcontractors at any tier, or agents, with a limit of not less than \$2,000,000. Professional Liability Insurance shall be maintained for a minimum of two years beyond the date this Agreement expires or is otherwise terminated.

- (f) *IP (Intellectual Property/Patent) Insurance* covering infringement of copyrights, trademarks, and patents, and misappropriation of trade secrets, with a limit of not less than \$2,000,000.
- (g) *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 Contractor or Contractor'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, with a limit of not less than \$1,000,000.
- (h) *Contractor's Pollution Liability Insurance* if Contractor, Subcontractors or their respective agents or employees are performing Services under the Agreement with environmental hazards, Contractor shall provide limits of no less than \$2,000,000 per occurrence and \$2,000,000 aggregate dedicated to the Services described in each respective SOW under this Agreement. If Contractor maintains a "Claims Made" policy under this Subsection (h), such insurance or its replacement insurance shall have a retroactive date of no later than the Effective Date. 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:
 - (i) Coverage for defense, reimbursement, and indemnity obligations assumed by Contractor under the 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;
 - (ii) Coverage for any demands for environmental cleanup costs related to Contractor's Services under this Agreement;
 - (iii) 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 Contractor, its employees, and agents;
 - (iv) Coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and medical monitoring;
 - (v) 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;
 - (vi) Coverage for Transportation and Non-owned Disposal Site (with no sunset clause/restricted coverage term) (if applicable);
 - (vii) Property damage to include Natural Resources Damage; and
 - (viii) 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.

Contractor agrees to name IPC as an additional insured and to provide waiver of subrogation against IPC and to furnish insurance certificates, showing Contractor's compliance with this section.

- (i) *Cyber Liability, Network Security, Data Breach Protection and/or Similar Privacy Liability Insurance*. In the event that Contractor has 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), Contractor shall maintain cyber liability, network liability, data breach or similar privacy liability insurance covering actual and/or alleged acts, errors or omissions committed by Contractor, its employees, contractors or agents with a limit of at least \$2,000,000 per wrongful act/claim and \$2,000,000 in the aggregate. For purposes of this Agreement, "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:

- (i) Unauthorized use/access of a computer system or database;
- (ii) Defense of any regulatory or governmental action involving a breach of privacy or similar rights;
- (iii) Failure to protect from disclosure Restricted Information;
- (iv) Notification and remedial action costs (such as credit monitoring) in the event of an actual or perceived computer security or privacy breach; and
- (v) 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 Contractor's supervision, direction, or control. Such insurance shall provide coverage on a worldwide basis. Contractor and its insurer(s) shall waive rights of recovery against IPC for any benefits under Contractor's cyber-risk, data breach protection or similar privacy liability insurance.

- (j) *Cargo and Property Insurance.* If Contractor, 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.
- (k) Insurance required under this Section 11 shall be primary and non-contributory and:
 - (i) 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;
 - (ii) 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;
 - (iii) Not be able to be canceled or materially changed unless IPC is given written notice of such cancellation or change at least 30 days in advance;
 - (iv) Provide for severability of interests;
 - (v) Waive all right of subrogation against additional insureds and IPC, its members, officers, employees, agents, and the successors in interest of the foregoing; and
 - (vi) Shall not be limited to "ongoing" operations. Contractor shall pay for all deductibles.

If approved in advance by IPC in writing, Contractor may use a combination of Umbrella/Excess and Primary limits of insurance to provide coverage up to the required amount.

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

Failure of the Contractor or any Subcontractor at all tiers to secure and maintain the insurance required by this Section 11 shall constitute a material breach of the Agreement entitling IPC, in its discretion and without waiving any of its other remedies under the Agreement or applicable law, to terminate the Agreement for cause or to purchase the required insurance itself at the expense of Contractor.

12. **Personnel; Flow Down Requirements.** Contractor shall perform all Services assigned and provide all necessary equipment or tools and shall not subcontract any or all Services or delegate responsibility therefore to any third party without prior written authorization from IPC. In the event IPC provides written authorization for Contractor to subcontract or delegate Services, Contractor shall require, by written agreement, Subcontractors at all tiers to be bound by the provisions of this Agreement in all respects and assume toward the Contractor all of the obligations and responsibilities, which the Contractor, by this Agreement, assumes toward IPC. Each such Subcontractor agreement shall preserve and protect the rights of IPC under this Agreement with respect to the Services to be performed by the subcontractor so that Contractor's subcontracting or otherwise delegating of Services will not prejudice such rights. Contractor shall also ensure that the written agreements with subcontractors at all tiers are assignable to IPC. Contractor and its Subcontractors shall comply at all times with FAR 52-219-8, *Utilization of Small Business Concerns*. IPC shall have the right to reject any employee, Subcontractor, or agent assigned by Contractor at any time for any reason. Contractor shall be responsible at its expense for training and educating its employees, agents, contractors, Subcontractors at all tiers and independent contractors, and the employees, agents, or representatives of subcontractors or independent contractors at all tiers ("Personnel") regarding all applicable safety and health rules and regulations and requiring that its employees and agents abide by those rules and regulations. Contractor shall be responsible to IPC for the acts and omissions of Personnel performing any portion of Services under this Agreement and shall cause Personnel to comply with the obligations set forth in this Agreement. CONTRACTOR REPRESENTS TO IPC THAT ITS PERSONNEL ASSIGNED TO THE PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT HAVE BEEN PROPERLY TRAINED, CERTIFIED AND LICENSED (WHERE AND WHEN APPROPRIATE OR REQUIRED) TO PERFORM THE TASKS THEY ARE PERFORMING.

13. **Proprietary Rights.**

13.1. **Ownership of Work Product.** IPC shall immediately and automatically own all right, title, and interest to all Work Product. Upon termination hereof and upon receipt of all payments due to Contractor, Contractor shall turn over to IPC all Work Product and copies and derivatives thereof in a form and format acceptable to IPC. Contractor agrees to cooperate with IPC or its designee(s), both during and after the term of this Agreement, in the procurement and maintenance of IPC's rights in Work Product and to execute, when requested, any other documents deemed necessary by IPC to carry out the purpose of this Agreement and perfect IPC's right, title, and interest in the Work Product. Contractor acknowledges and agrees that IPC and its business partners may use the Work Product or Services provided by Contractor.

13.2. **No IPC Ownership Right in Contractor's Background Intellectual Property Rights.** IPC acknowledges that it has no ownership interest in Contractor's background Intellectual Property Rights. To the extent reasonably necessary for IPC to use the Work Product for its intended purpose, Contractor hereby grants to IPC a nonexclusive, fully-transferable, perpetual, paid up, royalty-free, irrevocable, and world-wide license, with rights to sublicense through multiple tiers of sublicensees, to reproduce, make derivative works of, publicly perform, and publicly display in any form or medium, whether now known or later developed, digitally perform, distribute, make, use, lease, offer for sale, sell, and import any background Intellectual Property Rights of Contractor incorporated or used in the Work Product.

14. **Equal Employment.** During performance pursuant to this Agreement, Contractor agrees to comply with all applicable equal employment opportunity, small business, and affirmative action laws and regulations. **If applicable, Contractor and any Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

To the extent Executive Order 13496 applies to this Agreement or the Services performed hereunder, the text of 29 CFR Part 471, Appendix A to Subpart A (as amended, modified, restated or supplemented from time to time) is hereby

incorporated by reference into this Agreement as if set forth fully herein. Contractor and any Subcontractor shall comply with all requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.

15. **Dispute Resolution.** Any dispute arising out of or in connection with this Agreement or any SOW shall, to the extent practicable, be settled amicably by negotiation between the Parties represented by management of each Party, prior to either Party taking legal action. Notwithstanding the foregoing, however, either Party may seek provisional legal remedies if in such Party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.
16. **Miscellaneous.**
 - 16.1. Acknowledgment. Each Party has read this Agreement and has had an opportunity to consult legal counsel regarding the terms and conditions set forth herein.
 - 16.2. Amendments. Modifications or amendments to this Agreement shall be in writing and signed by authorized representatives of both Parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed to change any part of this Agreement or any rights or obligations under this Agreement.
 - 16.3. Assignment. This Agreement is binding upon the Parties hereto, their successors and assigns. Neither this Agreement, nor any part hereof, may be assigned by Contractor, by operation of law or otherwise, without the express written consent of IPC.
 - 16.4. Compliance with Laws and Policies. Contractor shall comply, and shall contractually require its Subcontractors at any tier to comply, with all applicable IPC policies, as posted or otherwise communicated, and all federal, state, and local laws, rules, regulations, and permits applicable to the Services. If requested by IPC, Contractor shall provide to IPC a current Statement on Standards for Attestation Engagements No. 18 ("SSAE18"), Service Organization Control 1 report ("SOC 1") during the term of this Agreement and any extension or renewal of this Agreement.
 - 16.5. Entire Agreement; Priority of Documents. This Agreement, together with any executed SOW(s), Change Order(s), exhibits, and addenda constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, writings, agreements and all other communications between the Parties (including invoices). Unless as otherwise explicitly set forth in an SOW that specific terms of the SOW change the terms of this Agreement for the purposes of that SOW, the terms of this Agreement will govern in the event of any inconsistency or ambiguity between the terms of this Agreement and any terms related to the subject matter of this Agreement contained in any SOW, purchase order, service order or report, work order, invoice, shrink-wrap agreement, internet agreement, click-wrap agreement or other document. Section headings in this Agreement are for convenience only and in no way define, limit, construe, or otherwise affect this Agreement.
 - 16.6. Independent Contractor Status. Contractor agrees and acknowledges that it is retained only for the purposes and to the extent set forth in this Agreement, and that the relationship of Contractor and Contractor's employees, agents or Subcontractors at any tier to IPC during the term of this Agreement shall be that of an independent contractor. Neither Party shall be deemed an agent, partner, joint venturer, or employee of the other Party. Contractor shall have the sole and exclusive control over its employees, agents or Subcontractors at all tiers who provide Services to IPC hereunder, and over the labor and employee relations policies and policies relating to wages, hours, working conditions, or other conditions of its employees, agents or Subcontractors.
 - 16.7. Payment of Contractor's Personnel. Contractor agrees to be solely responsible for all compensation of Contractor's Personnel who provide Services to IPC hereunder and work on SOWs. Contractor's Personnel shall have no right or claim against IPC for workers' compensation, stock purchase plan, stock option, health and welfare, pension, retirement or other benefits arising out of the Services performed hereunder. Contractor agrees to be fully responsible for and to pay when due all federal, state and local taxes or contributions required under unemployment insurance, social security, income tax and other laws by virtue of the performance of Services hereunder, and further agrees to fully comply with all applicable statutes, rules, regulations and orders of any competent government authority; Contractor further agrees to indemnify, defend, and hold harmless IPC, its members, employees, agents, officers, directors, and partners, from, for, and against any liability, suits, actions, awards, penalties, and expenses, whether actual or merely alleged and whether directly incurred or from a third party, including without limitation attorneys' and expert witnesses' fees and costs, on account of or related to such taxes or withholding. Contractor shall promptly pay Subcontractors at all tiers the amount

paid to the Contractor by IPC on account of each Subcontractor's performance of the Services. Should Contractor withhold payment from any Subcontractors, Contractor shall immediately notify IPC in writing, and IPC may withhold the same amount from Contractor until the dispute is resolved. IPC reserves the right to communicate directly with Subcontractors at any tier regarding payment and to pay such entities directly or by means of multiple-payee checks as IPC deems necessary to protect its interests. Nothing in this section shall be construed or interpreted to create a payment obligation of any kind between IPC and Subcontractors at any tier.

16.8. Governing Law and Venue. Enforcement and interpretation of this Agreement shall be in accordance with the laws of the state of Idaho notwithstanding its choice of law provisions. Exclusive venue shall be in Ada County, Idaho.

16.9. Non-Exclusive Agreement. This Agreement is not exclusive. Either Party may contract with other third parties for the receipt or provision of similar services.

16.10. Notices. All notices shall be in writing and sent:

(a) By certified mail, return receipt requested, with postage prepaid; or

(b) By a nationally-recognized express courier for delivery within two business days, with delivery charges prepaid.

Notices shall be sent to the following addresses:

Idaho Power Company

1221 W. Idaho St.
Boise, ID USA 83702
Attention:

Simultaneously to:

1221 W. Idaho Street
Boise, ID 83702
Attention: Legal Department

Contractor:

(Address)

(Address)

Attention:

16.11. Security, Conduct, and Safety. While performing Services for IPC, Contractor and its employees, agents or Subcontractors at all tiers shall conduct themselves in a business-like manner, observe the rules, procedures, and policies of IPC with respect to security, access and conduct in the workplace, use of IPC resources, safety requirements and conduct required by federal or state law which are imposed by or upon IPC in connection with the protection and operation of its facilities and employees. Contractor shall take reasonable and necessary safety precautions in performing the Services, and shall be responsible for the safety of its employees, agents, Subcontractors at all tiers, and IPC. While performing Work for IPC, Contractor, Subcontractors at all tiers, and their respective employees and agents shall not possess, use, sell or be under the influence of alcohol, drugs, or other controlled substances (excluding those used or possessed pursuant to a valid prescription and which do not adversely affect the Services).

16.12. Insider Trading. Contractor acknowledges that securities laws prohibit any person who has received material, non-public information about a company from purchasing or selling securities of such company or from communicating such information to any person while such information is non-public under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Contractor shall comply with all such laws.

16.13. Right to Audit. Contractor shall maintain books and accounts of the costs relating to the Services described in any SOW in accordance with generally accepted accounting principles and practices. Contractor's records shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amount of the Services provided by Contractor, costs pertaining to any SOW, and the basis for charges or allocations to the SOW. Contractor shall retain all records and results of Services performed under this Agreement for a period of not less than five years after completion of Contractor's Services. IPC shall have access to and may copy (including

electronic copy) these books and accounts during normal business hours to the extent required to verify all costs and other information related to the Services for a period of five years after completion of Contractor's Services. At IPC's request, Contractor will deliver either the original or a copy of any and all field notes, investigative notes, tests, photos, records, calculations, summaries, reports, and records produced and collected by Contractor, Contractor's agents, employees, and Subcontractors at any tier, in the course of performance of the Agreement. Contractor shall provide to IPC these same rights to audit in any contracts with others for performance of Services provided for by this Agreement.

- 16.14. IPC Property. Contractor, its employees, agents and Subcontractors at all tiers shall return all IPC property (including, without limitation, security access cards, passwords, tokens, pagers and parking cards) issued to them for performance of Services once Services are completed or earlier upon request. Contractor shall be responsible for replacement cost of any unreturned property.
- 16.15. Time of Essence. Time is of the essence for this Agreement and each SOW. Contractor shall comply with all schedule requirements set forth in the SOW, and shall provide a schedule for the performance of the Services if requested by IPC and in a form requested by IPC.
- 16.16. Severability. Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision is adjudged to be invalid, the remaining provisions in this Agreement shall remain in force.
- 16.17. Survival. Any obligation in this Agreement, which may involve performance subsequent to termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, including without limitation, indemnification, confidentiality, insurance and warranty obligations, shall survive.
- 16.18. Waiver. Waivers of any right, privilege, claim, obligation, condition, or default shall be in writing and signed by the waiving Party. No waiver by a Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no waiver by a Party of any right under this Agreement shall be construed as a waiver of any other right.
- 16.19. Attorney's Fees. In the event that legal action arises between the parties relating to this Agreement, an SOW, any Work Product, billing or any other reason related to this Agreement, the prevailing Party shall be entitled to recover attorney's fees and costs incurred in prosecution or defense of the legal action (including without limitation any fees on appeal).
- 16.20. Solicitation. During the term of this Agreement and for a period of one year thereafter, Contractor shall not solicit, hire or contract with any IPC employee associated with the Services performed pursuant to any SOW. Either Party may hire individuals employed by the other who respond to a general advertisement or general solicitation.
- 16.21. No Third-Party Beneficiaries. No persons or entities, including without limitation, Subcontractors at any tier, shall be or shall be deemed to be third-party beneficiaries of this Agreement.
- 16.22. Site Conditions; Hazardous Materials. Contractor acknowledges and agrees that it is aware of the site conditions, that it will immediately notify IPC in writing and stop performing Services if it encounters any Hazardous Materials on site (to the extent such Hazardous Materials effect the Services), that it will be responsible for Hazardous Materials it delivers to the site, and that it will be liable for any damage or harm caused by the Hazardous Materials it delivers to the site. For purposes of this Agreement, "Hazardous Materials" means any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity," (or words of similar import), petroleum products (including crude oil or any fraction thereof), or any other chemical, substance, or material which is prohibited, limited, or regulated under any federal, state, or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now hereinafter in force regulating, relating to, or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment, or natural resources. Contractor shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about IPC's premises without the prior written consent of IPC, which shall not be unreasonably withheld, provided Contractor demonstrates to IPC's satisfaction that such Hazardous Materials are necessary or useful to the Services Contractor is providing under this Agreement and will be used, kept, stored, and cleaned up in a manner that complies with all laws regulating any such Hazardous Materials so brought upon or used or kept in or about IPC's premises. Contractor will indemnify, defend,

reimburse, and hold harmless Indemnitees, from, for, and against any and all Damages, whether actual or merely alleged and whether directly incurred or from a third party, including, without limitation, settlement costs, court costs, and attorneys' and expert witness fees and expenses, arising out of, or relating to any breach of this Section 16.22 or the violation of any law, ordinance, or regulation relating to Hazardous Materials.

- 16.23. No Endorsement: Unless otherwise specified in an SOW, Contractor shall not use IPC's name for any marketing or promotional purpose or explicit or implicit endorsement by IPC.
- 16.24. Inferred Services. Any labor, documentation, services, materials, or equipment that may be reasonably inferred from this Agreement or an SOW or from prevailing custom or trade usage as being required to produce the intended result of each SOW will be provided by Contractor whether or not specifically called for at no additional cost to IPC.
- 16.25. Standard of Performance. Contractor and its employees, agents, and representatives shall, and Contractor shall cause its Subcontractors of all tiers to, perform all obligations under this Agreement in a prompt, diligent and workmanlike manner, and pursuant to a standard of care no less than the standard of care followed by reputable professionals with national practices performing similar services on similar projects.
- 16.26. Coordination with Other Contractors. Contractor acknowledges and agrees that IPC may execute other contracts in connection with the Services. Contractor shall cooperate, schedule, and coordinate performance of the Services with the work of any separate consultants or contractors so as not to delay or interfere with their work or timely completion of the Services.
- 16.27. Costs. Unless explicitly stated otherwise, Contractor shall comply with all the requirements of this Agreement at its own expense and cost.
- 16.28. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, and which together constitute one and the same instrument.
- 16.29. Supplier Code of Conduct. At all times during the term of this Agreement, Contractor agrees to comply with IPC's Supplier Code of Conduct, as revised from time to time, available at www.idahopower.com/AboutUs/BusinessToBusiness/default.cfm.
- 16.30. Disaster Recovery and Business Continuity. Contractor shall maintain commercially reasonable disaster recovery plans and procedures reasonably calculated to fully restore all Services ("Disaster Recovery Plan"), including any warranty, maintenance, and support services, under this Agreement within 72 hours of the occurrence of a Force Majeure Event affecting any Contractor facility (including any facility of any Subcontractor of Contractor). As used in this Section 16.30, the term "Force Majeure Event" means any delay in performance hereunder caused by: fire, flood, earthquake, atypical elements of nature, riots, civil disorders, rebellions or revolutions in any country, changes in governmental rules, laws, regulations, ordinances, permits, or licenses, relating to the Services, discovery of undisclosed hazardous materials, or any other cause beyond the reasonable control of such Party and not reasonably anticipatable by such Party. In the event of a Force Majeure Event resulting in the loss by Contractor of any IPC Data or other components of Services provided to IPC, Contractor shall promptly reprocess such data, resupply such Service components, and re-perform the Services, as applicable, at no additional charge to IPC. If Contractor moves performance of the Services to a different facility as a result of a Force Majeure Event, IPC shall not be charged for any additional costs associated with such move, including procurement or shipment costs for components stored or used at a secondary location. All obligations of Contractor under this Agreement shall be fully reinstated at the time that is 72 hours after the occurrence of such Force Majeure Event even if such Force Majeure Event is then continuing, the intent being that it is Contractor's responsibility to employ sufficient disaster recovery and business continuity planning that it is able to relocate the provision of the Services from a different Contractor facility, meeting all requirements in this Agreement, within 72 hours of the occurrence of a Force Majeure Event affecting a particular facility. If Contractor does not restore Services within 72 hours, then IPC may terminate this Agreement upon written notice to Contractor.
- 16.31. Prohibited Technology. Pursuant to Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Contractor agrees that it does not use or have installed any 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

Attachment A

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.

AGREED AND ACCEPTED to be effective as of the Effective Date.

(COUNTERPARTY NAME)

By: _____

Name: _____

Title: _____

IDAHO POWER COMPANY

By: _____

Name: _____

Title: _____

ATTACHMENT B

IPC 's Proposed 2026 RFP Timeline

Attachment B

**Idaho Power Company's Proposed 2026 All Source Request for Proposals
Timeline**

Milestone	Date	Weekday
Open RFP Docket - Notify Parties (GRC, RFP, IRP)	9/15/2022	Thursday
Approve IE RFP (Public Meeting)	10/4/2022	Tuesday
Issue IE RFP	10/6/2022	Thursday
Staff, Parties, and IE Comments	10/14/2022	Friday
IE Bids Due	10/21/2022	Friday
Staff and Parties Comments on IE Bids	10/25/2022	Tuesday
Approve IE and Bid Scoring and Modeling (Public Meeting)	11/1/2022	Tuesday
Draft AS RFP Provided to IE	11/3/2022	Thursday
IE Files Comments on Draft AS RFP	11/21/2022	Monday
IPC Files Final Draft AS RFP	11/21/2022	Monday
Bidder and Parties Workshop	12/2/2022	Friday
IPC Revisions on Final Draft AS RFP	12/9/2022	Friday
IE Files Report on Final Draft AS RFP	12/16/2022	Friday
Commission Staff Files Memo on AS RFP	1/3/2023	Tuesday
Parties Comments on Staff Memo	1/12/2023	Thursday
Approve Final AS RFP (Public Meeting)	2/7/2023	Tuesday
RFP Issued to Market	2/10/2023	Friday
Bidder Workshop	3/3/2023	Friday
Last Day for AS RFP Questions	3/13/2023	Monday
Notice of Intent to Bid Due	3/23/2023	Thursday
Benchmark Bids Due	3/23/2023	Thursday
AS RFP Bids Due	3/31/2023	Friday
Benchmark Bid Evaluations Complete	4/10/2023	Monday
IE Files Report on Benchmark Bid	4/21/2023	Friday
Open AS RFP Bids	4/21/2023	Friday
Bid Eligibility Screening Completed	5/4/2023	Thursday
IE Files Report on Bid Eligibility Screening	5/11/2023	Thursday
Initial Bid Scoring/Ranking Complete	5/26/2023	Friday
IRP Modeling Generated Initial Short List	6/22/2023	Thursday
IE Completes Review and Files Report of Initial Short List	7/6/2023	Thursday
IPC Notifies Bidders Selected to Initial Short List	7/7/2023	Friday

Attachment B

Milestone	Date	Weekday
Bidders Provide Initial Short List Price/Production Update	7/20/2023	Thursday
Submit Updated Bids to IRP Modeling	7/28/2023	Friday
IRP Modeling Generated Final Short List	8/25/2023	Friday
IE Completes Review and Files Report of Final Short List	9/8/2023	Friday
IPC Notifies Bidders Selected to Final Short List	9/11/2023	Monday
Market Purchases Final Pricing Update	9/15/2023	Friday
IPC Files Final Short List for Acknowledgement	9/25/2023	Monday
IE Files RFP Closing Report	10/5/2023	Thursday
Parties Comments on IE Closing Report	10/19/2023	Thursday
Acknowledge Final Short List (Public Meeting)	11/7/2023	Tuesday
Final Short List Acknowledgement Order	11/13/2023	Monday
Execute Agreements	1/26/2024	Friday
Winning Bid Guaranteed COD	6/1/2026	Monday

ATTACHMENT C

Oregon Competitive Bidding Rules (Order 18-324)

ORDER NO. 18 324

ENTERED AUG 30 2018

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

AR 600

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

ORDER

DISPOSITION: NEW RULES ADOPTED

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

I. INTRODUCTION

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

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

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

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

² Senate Bill 1547 (2016) at Section 6.

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

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

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

II. DISCUSSION

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

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

a. *Comments*

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

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

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

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

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

b. Resolution

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

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

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

a. Comments

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

b. Resolution

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

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

a. Comments

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

b. Resolution

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

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

a. Comments

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

b. Resolution

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

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

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

b. Resolution:

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

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

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

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

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

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

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

a. Comments

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

b. Resolution

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

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

a. Comments

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

b. Resolution

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

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

a. Comments

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

b. Resolution

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

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

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

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

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

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

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

a. Comments

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

b. Resolution

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

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

J. QF Limitations - OAR 860-089-0250

a. Comments

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

b. Resolution

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

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

a. Comments

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

b. Resolution

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

L. Resource Ownership – OAR 860-089-0300

a. Comments

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

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

b. Resolution

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

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

a. Comments

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

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

b. Resolution

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

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

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

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

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

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

a. Comments

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

b. Resolution

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

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

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

b. Resolution

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

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

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

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

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

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

a. Comments

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

b. Resolution

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

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

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

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

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

b. Resolution

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

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

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

b. Resolution

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

S. Applicability of Rules*a. Comments*

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

b. Resolution

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

T. NIPPC due diligence language*a. Comments*

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

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

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

b. Resolution

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

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


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

ORDER


IT IS ORDERED that:

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

Made, entered, and effective AUG 30 2018 .



Megan W. Decker
 Chair



Stephen M. Bloom
 Commissioner



Letha Tawney
 Commissioner



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

DIVISION 089
Resource Procurement for Electric Companies

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

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

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

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

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

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

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

Hist.: NEW

860-089-0020**Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

Hist.: NEW

860-089-0100

Applicability of Competitive Bidding Requirements

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

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

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

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

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

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

(d) As directed by the Commission.

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

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

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

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

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

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

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

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

860-089-0200

Engaging an Independent Evaluator

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

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

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

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

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

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

860-089-0250

Design of Requests for Proposals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Hist.: NEW

860-089-0300

Resource Ownership

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

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

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

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

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

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

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

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

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

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

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

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

Hist.: NEW

860-089-0350

Benchmark Resource Score

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

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

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

- (a) The final benchmark resource score developed in consultation with the IE, and
- (b) Cost information and other related information shared under this rule.

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

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

Hist.: NEW

860-089-0400

Bid Scoring and Evaluation by Electric Company

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

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

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

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

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

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

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

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

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

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

(A) Changes in non-price scores; and

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

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

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

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

Hist.: NEW

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

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

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

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

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

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

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

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

(b) Reasonableness of forced outage rates;

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

(d) End effect values;

(e) Environmental emissions costs;

(f) Reasonableness of operation and maintenance costs;

(g) Adequacy of capital additions costs;

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

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

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

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

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

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

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

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

Hist.: NEW

860-089-0500

Final Short List Acknowledgement and Result Publication

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

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

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

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

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

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

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

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

Hist.: NEW

860-089-0550**Protected Information**

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

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

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

Hist.: NEW

ATTACHMENT D

IPC's Proposed 2026 RFP Bid Scoring and Modeling Process

**Idaho Power Company's Proposed 2026 All-Source Request for Proposals
Bid Scoring and Modeling Process**

OVERVIEW OF THE EVALUATION PROCESS

Idaho Power Company's (Idaho Power or IPC) 2026 All-Source Request for Proposals (2026 RFP) bid evaluation and selection process is designed to identify the combination and size of resources that will maximize customer benefits through the selection of least-cost, least-risk bids that will satisfy projected resource capacity and energy needs while maintaining reliability.

The same method will be used to evaluate bids from: (1) benchmark resources; (2) energy markets from energy trading hubs such as Mid-Columbia trading hub or Four Corners or deliveries to other IPC points of delivery; and (3) new resources (collectively, bids). The Boardman to Hemingway Transmission Line project (B2H) with associated market purchases was identified as the least-cost, least-risk resource in IPC's 2021 Integrated Resource Plan (2021 IRP). With B2H as the least-cost, least-risk resource, energy and capacity needs have been determined to be best satisfied by the resource selections summarized in **Attachment F**. However, IPC is evaluating all resource options through the 2026 RFP as noted above. The models that IPC will use to evaluate and select the best combination of bids are the same models that are used to evaluate proxy resources in IPC's IRPs.

The 2026 RFP evaluation process is described below (Phase 1 – Initial Shortlist and Phase 2 – Final Shortlist) and a more detailed proposed schedule of the process is provided in **Attachment B** to the Independent Evaluator (IE) Request for Proposals.

PHASE 1 – INITIAL SHORTLIST

Phase 1 of the 2026 RFP evaluation and selection process includes the due diligence, evaluation, and ranking steps leading up to selection of the initial shortlist. This phase includes: i) bid eligibility screening to ensure conformance with the minimum requirements; ii) price and non-price scoring to rank bids for inclusion in IRP portfolio optimization models; and iii) IRP modeling used to select the lowest cost bids for inclusion to the initial shortlist.

IPC will rely on the pricing and other inputs as submitted by bidders to the 2026 RFP to evaluate and rank bids. During this phase of the bid evaluation process, IPC does not anticipate asking for, nor accepting, updated pricing or updates to any other bid components. However, IPC will contact bidders to confirm and clarify information presented in each proposal if necessary. Additionally, if at any time during Phase 1, a bidder determines its submitted bid is no longer valid, the bidder should notify IPC immediately and the bid will be withdrawn from further consideration.

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i. Conformance to Minimum Requirements

Bids will initially be screened against minimum requirements as defined in **Appendix A – Bid Eligibility Screening** and further defined in the draft 2026 RFP in consultation with the IE to determine 2026 RFP conformance and eligibility. The section is similar to a checklist and screens bids based on completion of bid requirements such as providing complete, thorough, and consistent responses.

After IE review and consultation, non-conforming bids will be notified and given the opportunity to correct their bid within two (2) business days; otherwise, the bid will be removed from consideration. Consistent with OAR 860-089-0400(2)(c), non-price score criteria that seek to identify minimum thresholds for a successful bid have been converted into minimum bidder requirements.

ii. Price and Non-Price Scoring and Ranking

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

- Price Score (up to 75 points)

IPC's proprietary price scoring model will calculate the delivered revenue requirement per kilowatt cost of each bid, inclusive of any applicable carrying cost and net of tax credit benefits, as applicable.¹ In developing the revenue requirement cost for each bid, IPC requires certain cost data as inputs to the price score model. The pricing model will be made available to the IE and the Public Utility Commission of Oregon (Commission), but not to bidders or stakeholders. When the IE and Commission concur that appropriate protections for protected information are in place, IPC will provide access to such information to non-bidding interested parties that request the information in the final shortlist acknowledgment proceeding.

Any internal assumptions for key financial inputs (i.e., inflation rates, discount rates, marginal tax rates, asset lives, allowance for funds used during construction (AFUDC) rates, etc.) and IPC's carrying costs (i.e., integration costs, owner's costs, etc.) will be applied consistently to all bids, as applicable.

IPC anticipates that it will receive some bids that have more certainty (i.e., an executed large generator interconnection agreement (LGIA), firm transmission capacity to eligible delivery points as described in Attachment F, etc.) and other

¹ OAR 860-089-0400(2)(a).

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bids that have less certainty (i.e., interconnection requests not yet studied by IPC's Transmission Provider, non-firm transmission capacity, etc.). To ensure there is a fair comparison among bids, bidders must provide known costs for interconnection costs and transmission network upgrade costs as provided in applicable system impact study reports or LGIAs. If this information is not available, IPC will model the bids with an anticipated cost based on the location of the interconnection point. IPC will model bids with other uncertain terms and anticipated cost or price contingencies as applicable.

IPC's proprietary price scoring model scores each bid relative to each other within the same technology² where feasible. Each bid's per kilowatt price is ranked to determine the bid's price score. For each technology, a maximum score of 75 points is assigned to the bid with the highest calculated relative score and a minimum of zero (0) points to the evaluated bid with the lowest calculated relative score. The remaining bids using that same technology are scored on a 0- to 75-point scale according to their relative relationship to those of the highest and lowest performing bids.

- Non-Price Score (up to 25 points)
The indicative non-price evaluation rubric is included in **Appendix B – Non-Price Scoring Matrix**³ and will be further defined in the draft 2026 RFP in consultation with the IE. For each non-price factor, proposals will be assigned a one or a zero. IPC's non-price scoring model evaluates whether bids are thorough and comprehensive, whether the proposed resource is viable, and whether the bidder is likely to achieve commercial operation by June 1, 2026 (or alternatively June 1, 2027) or the proposed commercial operation date. The non-price rubric is designed to be objective, intuitive, and self-scoring. As a bid requirement, bidders are required to score themselves based on the completeness of 2026 RFP bid requirements, the ability to contract with the project, the maturity of the project, and ability to deliver the project by the commercial operation deadline.

Table 1. Non-Price Factor Weighting

Non-Price Factor	Maximum Points
Contracting Progress and Viability	5 points
Project Readiness and Deliverability	20 points

² "Same technology" means bids of the same general technology and resource type or bid structure. For example, bids that include a generating facility inclusive of battery storage are considered a different bid or resource type from bids that only have the generating facility and no battery storage option. Similarly, all market bids will be considered one technology for comparison.

³ OAR 860-089-0400(2)(b).

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The first section, “Contracting Progress and Viability”, grades bidders based on their ability to contract the bid.

The second section of the non-price scoring model, “Project Readiness and Deliverability”, assesses each bid’s development status and viability. Points are earned based on market bid energy certainty, transmission capacity availability, degree of site control, permits attained, status of generation interconnection, completed equipment sourcing strategy, and other operational characteristics and having a reasonable construction schedule. If a bidder is unable to demonstrate commercial viability, and specifically, the ability to meet the applicable in-service date, then they will be removed from further evaluation.

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

- Final Ranking (up to 100 points)
To determine the initial bid pool to be evaluated using the IRP models, IPC will use the combined price and non-price results to rank each bid. Based on these rankings, IPC will identify an initial pool of highest-ranked bids by technology. This initial pool of bids will be made available as alternatives for IRP modeling.
- iii. IRP Modeling and Selection of the Initial Shortlist
Following the Price and Non-Price Scoring, IPC will submit the initial pool of bids to its IRP Planning Team to evaluate resources for the initial shortlist. The IRP Planning Team will evaluate the initial pool of resources using AURORA, the production cost model used in the IRP. Consistent with the treatment of capital revenue requirement in IPC’s IRP modeling, IPC will convert any calculated revenue requirement associated with capital costs (i.e., return on investment, return of investment, and taxes, net of tax credits, as applicable) to first year-real-levelized costs. Similarly, all other bid costs are levelized and formatted for input into the IRP models. Projected renewable resource performance data (expected hourly capacity factor information) will also be processed for input into the IRP models. Projected Effective Load Carrying Capability (ELCC) for each bid will also be processed for input into the IRP models. The IRP modeling tools will help select the least cost resource types based on bid cost, performance data, and ELCC. IPC’s initial shortlist may also include high-scoring bids in excess of the identified capacity limits if those projects have economic benefit. IPC will provide the IE and Commission with full access to its production cost and risk models and sensitivity analyses. When the IE and Commission concur that appropriate protections for protected information are in place,

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IPC will provide access to such information to non-bidding interested parties that request the information in the final shortlist acknowledgment proceeding.

iv. Initial Shortlist Notification by IPC

After the IE completes its review and files its report on the initial shortlist, IPC will notify bidders that were selected for the initial shortlist in Phase 1 – Initial Shortlist.

PHASE 2 – FINAL SHORTLIST

Phase 2 is the selection of the final shortlist. Bidders on the initial shortlist will be required to provide IPC with any updates to their bids including relevant price or schedule modifications, interconnection study results, or any other material change that would impact the IRP production cost model or minimum requirements of the 2026 RFP. IPC will then process updates for inclusion in the IRP production cost models. AURORA (the model used by IPC to develop resource portfolios in the IRP) will be re-run to help select the least-cost, least-risk resource types based on bid cost, performance data, and ELCC.

As was done in the IRP and in Phase 1, IPC will perform a reliability assessment to ensure that the selected portfolio of resources can meet all hourly load and operating reserve requirements with sufficient cushion to account for other system uncertainties such as non-normal weather events.

IPC does not anticipate updating the non-price portion of the bid evaluation from Phase 1. However, if at any time during Phase 2, a bidder determines its submitted bid is no longer valid, the bidder should notify IPC immediately and the bid will be withdrawn from further consideration. Original non-price scores combined with IRP results will be considered in a cost and risk analysis. Any other factors not expressly included in the formal evaluation process but required by applicable law, commission order, or other significant material industry or technology change may be used by IPC, in consultation with the IE, to establish the final shortlist.

i. Processing of Bid Updates

Similar to the Phase 1 pricing evaluation, IPC uses its proprietary models to process bid updates. The models are refreshed with updated bid information, including price. Consistent with the treatment of capital revenue requirement in IPC's IRP modeling, IPC will convert any calculated revenue requirement associated with capital costs (i.e., return on investment, return of investment, and taxes, net of tax credits, as applicable) to first year-real-levelized costs. Similarly, all other bid costs are levelized and formatted for input into the IRP models. Projected renewable resource performance data (expected hourly capacity factor information) and ELCC are also processed for input into the IRP models.

ii. Bid Resource Portfolio Development

The IRP team uses the AURORA model to help select the least-cost, least-risk resource types based on bid cost, performance data, and ELCC and select the final shortlist. IPC uses AURORA to develop and evaluate the cost of multiple resource portfolios.

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IPC will evaluate portfolios under a range of different environmental policy and market price scenarios (policy-price scenarios).⁴ In this way, IPC uses AURORA to help optimize its selection of bid resources to identify the lowest cost, reliable portfolio under multiple scenarios prior to undergoing additional risk analysis and further consideration as part of the final shortlist process.

iii. Risk Analysis

IPC next uses AURORA to evaluate each portfolio and its ability to perform under dynamic market conditions. AURORA measures the risk of each portfolio through its production cost estimates. By holding a resource portfolio fixed and using Latin Hypercube stochastic simulations of stochastic variables—including, for example, load, natural gas prices, and hydro generation—AURORA can measure the expected cost of each portfolio in an uncertain future.

iv. Identification of Top-Performing 2026 RFP Resource Portfolios

IPC will then summarize and analyze the portfolios to identify the specific bid resources that are most consistently selected among the policy-price scenarios. Based on this data, as well as certain qualitative and non-price criteria, and in consultation with the IE, IPC may select one or more 2026 RFP resource portfolios for further cost-risk analysis.

v. Other Factors – Applicable Law and Statutory Requirements

Before establishing a final shortlist, IPC may take into consideration, in consultation with the IE, other factors that are not expressly or adequately factored into the evaluation process outlined above, particularly any factor required by applicable law or commission order to be considered.⁵

vi. Final Shortlist Selection

IPC will summarize and evaluate the results of its cost-risk analysis, considering present value revenue requirement results, to identify the specific least-cost, least-risk bids. Based on these data and certain other factors as described above, and in consultation with the IE, IPC will establish a final shortlist. After the final shortlist is established and approved, IPC will re-engage in negotiations with the selected bidder(s) to finalize their contract(s) and prepare the contract(s) for execution. Selection of a bid to the final shortlist does not constitute a winning bid. Only execution of a definitive agreement between IPC and the bidder, on terms acceptable to IPC, in its sole and absolute discretion, will constitute a winning bid proposal.

⁴ Policy-price scenarios will be conceptually consistent with those used in the IRP (i.e., alternative environmental policy assumptions among low, medium, and high price scenarios), but updated to reflect IPC's assessment of the most current information. Policy-price scenario assumptions will be established and reviewed with the IE before updated bids with updated pricing are received and opened.

⁵ Applicable Idaho or Oregon requirements.

Appendix A

Idaho Power Company's Proposed 2026 All-Source Request for Proposals

Appendix A Bid Eligibility Screening

Appendix A: Bid Eligibility Screening Scorecard	
Bidder Company	
Project / Facility Name	
Proposal Name	
Proposal Number	
Market Purchase, BTA, PPA, BSA, Tolling Agreement, or Other	
Point of Delivery	
County, State	
MW	

Bid Eligibility Factor

Bid Eligibility Submittal Completeness - Bidder completed each of the following items accurately and in a manner consistent with the RFP requirements.	Response	Bid Eligibility	Comments
Proposal was received on or before the submittal deadline.	Yes	Minimum criteria met	
Documentation submitted indicates the viability of a Commercial Operation Date on or before December 1, 2026 (or applicable date)	Yes	Minimum criteria met	
Proposal is valid through the bid validity date outlined in Section [XX] of the RFP.	Yes	Minimum criteria met	
No portion of the resource supporting the offer has also been offered to another entity.	Yes	Minimum criteria met	
Product will be delivered to a point of interconnection or point of delivery on IPC's transmission system OR if the product will be interconnected to a third-party transmission system, Bidder has provided appropriate transmission rights to deliver to IPC point of delivery.	Yes	Minimum criteria met	
Proposal materially complies with technical specification requirements in Exhibit [XX] - Technical Specifications and Exhibit [XX] Required Submittals for BTA proposals involving potential IPC ownership or operational control.	Yes	Minimum criteria met	
Proposal is in compliance with the proposal format and requirements outlined in Exhibit [XX].	Yes	Minimum criteria met	
Proposal indicates that the Bidder can meet the credit security requirements for the resource proposed.	Yes	Minimum criteria met	
Proposal demonstrates a process to adequately acquire or purchase major equipment (i.e., wind turbines, solar photovoltaic panels, inverters, tracking system, generator step-up transformers, batteries, etc.) and other critical long-lead time equipment.	Yes	Minimum criteria met	
The minimum resource performance estimate information as described in Section [XX] of the RFP has been provided.	Yes	Minimum criteria met	
A performance report and model output including hourly output values as identified in Exhibit [XX] - Energy Performance Report have been provided.	Yes	Minimum criteria met	
If the proposal is for a BTA structure, the operations and maintenance component is materially compliant with the applicable form included in Exhibit [XX] - Operations and Maintenance Services.	Yes	Minimum criteria met	
Proposal indicates binding, exclusive site control for the project.	Yes	Minimum criteria met	
The proposed interconnection description and capacity is consistent with existing interconnection studies and/or executed LGIAs including any documentation from applicable Transmission Provider confirming any material modifications.	Yes	Minimum criteria met	
Proposal indicates compliance with IPC's prohibited vendors list.	Yes	Minimum criteria met	
Exhibit [XX] - Confidentiality Agreement is signed.	Yes	Minimum criteria met	
Exhibit [XX] - Equity Questionnaire is complete.	Yes	Minimum criteria met	
Exhibit [XX] - Cyber Security Attestation is signed.	Yes	Minimum criteria met	
Evidence of wire transfer provided prior to bid deadline in the correct amount for the correct number of bids.	Yes	Minimum criteria met	
Bid Summary and Pricing Input Sheet provided without modification.	Yes	Minimum criteria met	
Non-Price Scorecard has been completed by bidder.	Yes	Minimum criteria met	

Appendix B

Idaho Power Company's Proposed 2026 All-Source Request for Proposals

Appendix B Non-Pricing Scoring Matrix

Appendix B: Non-Price Scorecard	
Bidder Company	
Project / Facility Name	
Proposal Name	
Proposal Number	
Market Purchase, BTA, PPA, BSA, Tolling Agreement, or Other	
Point of Delivery	
County, State	
MW	

Non-Price Score:	
Contracting Progress and Viability	5.00
Project Readiness and Deliverability	20.00
Total Non Price Score	25.00

Non-Price Factor

I. Contracting Progress and Viability	Response	Bid Score	Comments
Bidder included issues (or exceptions) list related to Exhibit [XX] - Technical Specifications.	Yes	1	
Bidder represents redlines and issues lists are based on a lawyer's review of the proforma contract documents.	Yes	1	
Bidder provided fixed and firm pricing for a term consistent with bid proposal and pro forma contract redline or issues list.	Yes	1	
Bidder provided safe-harbor strategy to maximize any applicable tax benefits which impact pricing.	Yes	1	
Bidder has demonstrated it can meet the Credit Security requirements for the resource proposed.	Yes	1	
Binding and exclusive site control documentation matches legal site description included in contract redline. Bidder will have site control and site access site by contract execution date.	Yes	1	
Contract redlines are consistent with Exhibit [XX] inputs (product, price, term, 8760, capacity factor, degradation, storage specifications, BTA milestone payments, etc.). Price must reflect pro forma security levels and performance guarantees.	Yes	1	
BTA bids include list of assets to be transferred to IPC. Project documents with same legal entity as bidder. Studies, critical issues analysis and material assets may be assigned and relied upon by IPC.	Yes	1	
Market purchase products meet WSPP Schedule C Firm Energy contract requirements and meet WRAP requirements.	Yes	1	

II. Project Readiness and Deliverability	Response	Bid Score	Comments
Bidder has demonstrated ability to achieve commercial operations by June 1, 2026 (or otherwise agreed date)	Yes	1	While this factor is evaluated for certainty and risk, if at any point it is determined that the Bidder cannot demonstrate the ability to achieve commercial operation by the agreed date, the Bidder may be removed from further analysis
Schedule and supporting documentation include development and construction milestones (major equipment procurement and delivery on site, EPC execution and notice to proceed, interconnection backfeed, mechanical completion, etc.) which support the commercial operations date.	Yes	1	
Bidder has demonstrated conformance with Exhibit [XX] - Owners Standards and Specifications	Yes	1	
BTA assets (permits, leases, interconnection agreements, other contracts, resource assessments, etc.) support commercial operation date, 8760 resource estimates and net capacity factor through operating life.	Yes	1	
Bidder has experience of at least 5 years with developing, constructing and/or operating the same technology as being proposed.	Yes	1	
Bidder has sufficient development experience (prior to construction) for size of project proposed (has completed at least one project 50% of proposed size).	Yes	1	
With regards to safety, bidder represents it has a total recordable incident (TRI) level equal to or greater than the TRI for their industry as determined by the U.S. Occupational Health and Safety Administration (OSHA).	Yes	1	
Bidder's Financing Plan demonstrates ability to finance project construction and ongoing operations.	Yes	1	
Bidder has executed and recorded lease or warranty deed of ownership.	Yes	1	
Required easements have been secured including project site, site access and any gen-tie line up to point of interconnection.	Yes	1	
Interconnection study includes an assessment of applicable Energy Resource Interconnection Service (ERIS) and/or Network Resource Interconnection Service (NRIS).	Yes	1	
Bidder has signed LGIA which demonstrates ability to interconnect before proposed commercial operations date.	Yes	1	
Met stations have been installed - and are functioning - on site.	Yes	1	
75% Front End Engineering designs are complete.	Yes	1	

Appendix B

Idaho Power Company's Proposed 2026 All-Source Request for Proposals

Appendix B Non-Pricing Scoring Matrix

II. Project Readiness and Deliverability	Response	Bid Score	Comments
Proposed equipment is consistent with bid narrative, guaranteed output and availability, duration, 8760, Technical Specifications, interconnection studies, one-line drawings and equipment supply matrix.	Yes	1	
Bidder's supply chain and contracting plans demonstrate ability to secure materials and complete construction, including securing safe harbor equipment, if applicable. Bidder has demonstrated a process to adequately acquire or purchase major equipment (i.e., wind turbines, solar photovoltaic panels, inverters, tracking system, generator step-up transformers, batteries, etc.) and other critical long lead time equipment.	Yes	1	
For the proposed project, 1) Major equipment has been selected and 2) Engineering Procurement and Construction (EPC) and/or other balance-of-plant construction contracts have been identified and under negotiation.	Yes	1	
Critical Issues Analysis has not identified any fatal flaw that would prevent resource from reaching commercial operations by the deadline.	Yes	1	
Wetlands are either not present or mitigation plans are in place.	Yes	1	
Endangered species are either not present on site or mitigations plans are in place.	Yes	1	
One or more year of avian studies are available for proposed wind resources, if applicable.	Yes	1	
Cultural resources are either not present or mitigation plans are in place.	Yes	1	
Site is zoned for proposed use.	Yes	1	
Permitting is complete or dates certain can be achieved (i.e. project is shovel ready).	Yes	1	
For proposed projects involving existing assets, the facility condition does not require significant capital improvements or repairs to ensure operations and reliability	Yes	1	

ATTACHMENT E

Respondent Pricing Proposal

**Idaho Power Company’s 2026 All-Source Request for Proposals
Respondent Pricing Proposal
Oregon Commission Independent Evaluator**

RESPONDENT INFORMATION

Company Name:

Address:

Primary Contact Name:

Phone Number:

Email:

PRICING INFORMATION

Pricing for this RFP shall be segmented into five (5) defined segments, apportioning the value of the total not-to-exceed amount, for each segment and division of services, to be inferable in the Statement of Work to be executed between IPC and the successful Respondent. Respondent shall provide not-to-exceed pricing, and hour estimate for each segment referenced below that is representative of the not-to-exceed amount for the completion of each segment.

Respondent acknowledges and agrees that IPC is not the guarantor of any unit price items, and that IPC shall not be required to purchase any minimum amount of unit price services. Respondent agrees that is shall not be entitled to additional compensation for anticipated profits, for loss of profits, or for any damages in the event (i) there is a difference between the quantities of the various kinds of services actually performed or materials actually delivered, and the estimated quantities of labor, materials, or equipment set forth below; or (ii) no services are ordered under certain unit items.

Respondent should clarify and explain tasks that make up the not to exceed price. NOTE: Pricing shall account for 40 percent of Respondent’s evaluation score.

Segment	Segment Description	Not To Exceed Price	Estimated Hours
1. 2026 RFP Design	Review and assessment of IPC’s 2026 RFP design, including: <ul style="list-style-type: none"> • Review of the initial draft 2026 RFP and stakeholder comments • Assessment of final draft 2026 RFP filed with Oregon Commission 	\$	
2. 2026 RFP Process	Monitor all aspects of the solicitation process, including: <ul style="list-style-type: none"> • Discussions with respondents and contract negotiations through 	\$	

Attachment E

	<p>acknowledgement of the final shortlist</p> <ul style="list-style-type: none"> • Audit and validate the 2026 RFP screening and evaluation process including inputs, assumptions, and long-term capacity modeling • Verification of the 2026 RFP initial shortlist • Verification of the 2026 RFP final shortlist 		
<p>3. 2026 RFP Scoring</p>	<p>Ensure submitted bids conform to the 2026 RFP minimum eligibility requirements, independently score market bids and benchmark resource bids (if any), and compare IE scoring with IPC scoring.</p> <p><i>Note: Pricing shall be fixed in accordance with the quantity of bids received as part of IPC's 2026 RFP. A submitted bid will include ALL bid alternatives, if any.</i></p>	<p>Up to 50 Bids</p> <p>\$</p>	
		<p>Over 50 Bids</p> <p>\$</p>	
<p>4. Reports and Presentations</p>	<p>Prepare necessary reports, communication, and presentations to be provided to Oregon Commission, Oregon Commission Staff and IPC as required, including:</p> <ul style="list-style-type: none"> • Final draft 2026 RFP assessment • Bid scoring report • Final shortlist sensitivity analysis • Closing report • Status reports to Oregon Commission, and Oregon Commission Staff • Participate in activities, confer with Oregon Commission Staff and IPC, attend Oregon Commission meetings, and present information as required. 	<p>\$</p>	

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5. Other	Detail other tasks as applicable	\$	
<i>Total Not-to-Exceed Amount</i>		\$	<i>Total Hour Estimate</i>

ATTACHMENT F

Explanation of Proposed Volumes for 2026 RFP

Idaho Power Company's 2026 All-Source Request for Proposals

Explanation of Proposed Market Purchase Volumes for 2026 AS RFP

Background

The Boardman to Hemingway 500-kV Transmission Line project (B2H) and associated market purchases were identified as the least-cost, least-risk resource addition in Idaho Power Company's (Idaho Power or IPC or Company) 2021 Integrated Resource Plan (2021 IRP) to meet projected future demand. This document summarizes the associated market purchase procurement strategy and volumes coinciding with the increase in transmission capacity brought on by B2H. Market purchases will be evaluated against other resource submittals to the 2026 All-Source Request for Proposals (2026 RFP) as part of an overall resource procurement process; however, this Attachment F focuses exclusively on market purchases.

Proposed Market Purchase Volumes

Idaho Power is seeking energy purchases to serve load in varying monthly amounts for the years 2026 and beyond. Idaho Power is interested in offers with terms of up to 10 years, but the focus is on the first three to five years (2026-2031).

In short, the identified needs have been determined based on the quantity of energy purchases required to economically serve load according to analysis from the 2021 IRP, with the addition of new incremental large load that Idaho Power is now forecasting since the completion of the 2021 IRP. The energy purchase needs identified in the 2026 RFP are described more fully below. The transmission capacity that Idaho Power has available for importing energy is shown in Table 4 below.

In the 2026 RFP, Idaho Power is not seeking 100 percent of the identified need. Rather, the 2026 RFP seeks a portion of the total volumes that will be needed. This approach is intended to result in the acquisition of a base volume of energy that is forecasted to be necessary to serve load in a majority of hours. Additional short-term purchases will supplement firm base volumes to serve load in many hours. These additional purchases will be made closer in time to the operating season. This approach ensures that Idaho Power begins to acquire energy resources that will be necessary to serve load in a timely and cost-effective manner, while not purchasing more than will be necessary. This approach will also allow Idaho Power to make additional procurement decisions as the Company moves forward in time, considering updated information and the most recent IRP available at that time.

Because the 2021 IRP forecasts a significant volume of purchases to serve load, it is prudent to begin acquiring a portion of that energy now. Phasing the purchase activity over multiple years and procurement processes will ensure that Idaho Power is right-sizing its resource acquisition volumes based on current information. Phasing the purchases will also ensure that Idaho Power timely builds the purchase and resource portfolio needed to reliably serve its customers. In the

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2026 RFP, Idaho Power has identified needs spanning the period June 2026 to December 2035. The 2026 RFP seeks bids for up to that full period or beyond, but Idaho Power’s most immediate need is in the first three to five years (2026-2031).

Requested Energy Volumes and Attributes

Idaho Power is requesting proposals for energy volumes based on a percentage of the peak hour purchases identified as economic by the AURORA model for the preferred portfolio from the 2021 IRP. The AURORA model provides a total hourly economic purchase volume. Those volumes reflect all the purchases AURORA identified as economic. In determining needs for the 2026 RFP, those volumes were reduced by application of a seasonal percentage intended to ensure that purchases are right-sized and that additional purchases are made closer in time to the need. The percentages vary by time of year (winter versus other months) and heavy load hours versus light load hours.¹ The percentages are higher in the winter season due to the higher winter Planning Reserve Margin requirements expected in the Western Resource Adequacy Program (WRAP).

Table 1: Percentages Applied to AURORA preferred portfolio peak hour economic purchases to determine need.

	Heavy Load Hours	Light Load Hours
April-October	40%	30%
November-March	50%	40%

These percentages reflect a minimum level of energy that will be needed to serve load across a majority of hours.

The volumes that are calculated by these percentages are capped at reliability needs where applicable (the need is the lesser of the percentage of the economic volume or the reliability need). The reliability cap reflects the minimum level of purchases needed to serve load as determined by the 2021 IRP’s Load and Resource Balance.

Finally, the quantities resulting from the calculation described here are adjusted to reflect the new incremental large load that Idaho Power is now forecasting since the completion of the 2021 IRP. Specifically, the quantities have been increased by the amount of the anticipated load addition that exceeds existing generation capacity in any given month.

The following tables provide the energy needs that Idaho Power is currently seeking:

¹ Heavy load hours (HLH or on-peak) means all hours in the peak period hour ending 0700 through 2200, Monday through Saturday, excluding North American Electric Reliability Corporation (NERC) holidays. Light load hours (LLH or off-peak) means all hours that are not on-peak hours – generally all hours in the peak period hour ending 2200 through 0600, Monday through Saturday, and all day on Sundays and NERC holidays.

Table 2: Heavy Load Hour Energy Need.

Heavy Load Hour Requested Energy (MW)												
	January	February	March	April	May	June	July	August	September	October	November	December
2026						293	510	495	302	263	477	333
2027	363	262	-	-	187	510	613	700	446	425	650	419
2028	462	407	112	-	241	499	667	716	419	461	545	526
2029	419	419	185	-	203	608	692	579	419	419	532	580
2030	419	490	175	-	171	626	769	522	439	518	498	616
2031	419	419	187	-	159	612	722	634	419	521	629	652
2032	419	504	179	-	131	598	718	826	454	419	762	574
2033	663	497	167	-	82	571	737	837	438	436	694	609
2034	632	460	118	-	-	527	832	882	428	441	575	602
2035	561	581	330	-	55	483	910	572	419	424	604	475

Table 3: Light Load Hour Energy Need.

Light Load Hour Requested Energy (MW)												
	January	February	March	April	May	June	July	August	September	October	November	December
2026						320	436	470	299	298	363	377
2027	420	278	-	-	187	617	544	557	474	573	549	435
2028	499	407	112	-	241	617	628	562	447	513	506	566
2029	426	419	185	-	203	597	604	679	419	527	422	498
2030	453	419	175	-	171	584	639	655	419	550	536	550
2031	419	462	187	-	159	617	728	696	419	489	555	555
2032	514	419	179	-	131	600	715	743	519	547	591	528
2033	467	419	167	-	82	568	689	626	419	479	625	612
2034	490	419	118	-	-	533	632	714	447	476	487	668
2035	500	460	330	-	55	522	850	808	419	613	549	595

Idaho Power is seeking these volumes as WSPP Agreement Schedule C or equivalent firm energy. The volumes in Tables 2 and 3 reflect the minimum Qualified Capacity Contribution that Idaho Power is seeking, as that term is defined by the WRAP. Bid-in energy or products must be eligible to meet WRAP requirements.

Idaho Power prefers bids with optionality to not take the energy if Idaho Power determines it is not needed on particular days within the month. Idaho Power will consider various proposals for the optionality including potential limits on the optionality to reach the most economical total cost of the energy product.

Idaho Power will consider bids with different structures or different volumes than listed above, including but not limited to multi-month or seasonal volume structures for Summer or Winter,² if such structures facilitate more competitive bids. Multi-month or seasonal bids should include optionality to not take the energy on days in the months when the bid volume exceeds the needs shown in Tables 2 and 3. Idaho Power will consider proposals for standard heavy load or light load hour products or other proposals that include the ability to shape the energy into particular hours of the day.

² Summer: June – September and Winter: November – March.

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Idaho Power’s greatest need at this time is in the first three to five years (2026-2031). Bidders may submit proposals for any period of time greater than a month in the requested time period. For example, bidders may bid on a month or multiple months, or for a season assuming the optionality described above, and for one or more years.

With respect to pricing, Idaho Power prefers index or index plus adder-based pricing, but will consider other pricing structures. Pricing should not include costs associated with regulatory structures not applicable in Idaho or Oregon.

Eligible Delivery Points

The table below indicates firm transmission capacity rights Idaho Power has available for imports of energy to its system. Bids must provide for delivery to Idaho Power at one of the points below or at points internal to Idaho Power’s system. Idaho Power will consider the impact to and use of available import capability in its evaluation. Idaho Power will include the costs it incurs under the transmission provider’s Open Access Transmission Tariff for use of the capacity listed below in its evaluation of bids delivered to these points and relying on such capacity.

Table 4: Available Transmission Capacity for Imports to Idaho Power’s System by Points of Delivery.

Point of Delivery	Import Capability
MIDC	Up to 100 MW ³
MIDCREMOTE	Up to 500 MW ⁴
AVA.BPAT	Up to 100 MW ⁵
McNary	Up to 80 MW ⁶
LaGrande	Up to 50 MW ⁷
Mona/Four Corners	Up to 200 MW available between the two points ⁸
RedButte	Up to 50 MW, June-October ⁹

³ Available through April 30, 2026, with the potential to extend beyond that date if renewed by Idaho Power Load Serving Operations, such renewal being subject to the Transmission Provider’s ability to continue to offer the service.

⁴ Contingent on B2H being in service.

⁵ Available through April 30, 2027, with the potential to extend beyond that date if renewed by Idaho Power Load Serving Operations.

⁶ Available through December 31, 2027, with the potential to extend beyond that date if renewed by Idaho Power Load Serving Operations.

⁷ Available through December 31, 2025, with the potential to extend beyond that date if renewed by Idaho Power Load Serving Operations.

⁸ Contingent on PacifiCorp / Idaho Power asset swap associated with B2H. The Mona and Four Corners points of delivery, in aggregate, may not exceed 200 MW.

⁹ Available through May 31, 2024, with the potential to extend beyond that date if renewed by Idaho Power Load Serving Operations.

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Point of Delivery	Import Capability
Idaho Power Border (Walla Walla, Lolo, SMLK, HURR, LaGrande, M345, Jeff, Brady, Bora)	Varies ¹⁰

¹⁰ The Idaho Power Transmission Provider determines what capacity is available on Idaho Power's transmission system for Idaho Power load service on an annual basis. Any resources procured under the 2026 RFP would be included in Idaho Power's load and resource forecast and included in transmission evaluations as of Idaho Power's ownership or purchase of the resource.

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of Idaho Power Company's Application to Open an Independent Evaluator Selection Docket on the parties to Dockets LC 78, UE 233, UM 2210, and UM 2226 — Idaho Power's previous Integrated Resource Plan, Rate Case, and Request for Proposals 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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UM 2210 Service List

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DATED: September 15, 2022

/s/ Alisha Till

Alisha Till
Paralegal