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IDAHO PUBLIC  
UTILITIES COMMISSION

**DONOVAN E. WALKER**  
Lead Counsel  
[dwalker@idahopower.com](mailto:dwalker@idahopower.com)

July 2, 2021

**VIA ELECTRONIC MAIL**

Jan Noriyuki, Secretary  
Idaho Public Utilities Commission  
11331 West Chinden Blvd., Building 8  
Suite 201-A  
Boise, Idaho 83714

Re: Case No. IPC-E-21-19  
Industrial Customers of Idaho Power's Petition for an Order to Show Cause

Dear Ms. Noriyuki:

Attached for electronic filing is Idaho Power Company's Answer to Petition of the Industrial Customers of Idaho Power Company for an Order to Show Cause in the above entitled matter. If you have any questions about the attached documents, please do not hesitate to contact me.

Very truly yours,

Donovan E. Walker

DEW:cld  
Enclosures

DONOVAN E. WALKER (ISB No. 5921)  
Idaho Power Company  
1221 West Idaho Street (83702)  
P.O. Box 70  
Boise, Idaho 83707  
Telephone: (208) 388-5317  
Facsimile: (208) 388-6936  
[dwalker@idahopower.com](mailto:dwalker@idahopower.com)

Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE INDUSTRIAL	)	
CUSTOMERS OF IDAHO POWER'S	)	CASE NO. IPC-E-21-19
PETITION FOR AN ORDER TO SHOW	)	
CAUSE	)	
	)	IDAHO POWER COMPANY'S
	)	ANSWER TO PETITION OF THE
	)	INDUSTRIAL CUSTOMERS OF
	)	IDAHO POWER COMPANY FOR
	)	AN ORDER TO SHOW CAUSE
	)	
	)	

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On June 14, 2021, the Industrial Customers of Idaho Power Company ("ICIP") filed a Petition for an Order to Show Cause Regarding Idaho Power's Compliance with Commission Order No. 32745 ("Petition").<sup>1</sup> Pursuant to RP 57 Idaho Power Company ("Idaho Power" or "Company") hereby Answers ICIP's Petition as follows:

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<sup>1</sup> ICIP states that its Petition is brought "pursuant to Rule 33 of the Idaho Rules of Civil Procedure". However, IRCP 33 addresses Interrogatories to Parties under the Discovery Rules. IRCP 72 addresses an Order to Show Cause, but is specifically applicable to the Court, and not the Idaho Public Utilities Commission. IRCP 72 states in part, "An application for an order to show cause must be by verified complaint, or accompanied by an affidavit, stating the facts and grounds on which the application is based. If the court finds that an application makes a prima facie showing for an order commanding a person to do or refrain from doing specific acts or to pay a sum of money, the court must enter an order to show cause to the opposing party to comply with the request or show cause before the court at a time and place certain why the order should not be entered." Idaho Power submits this Answer pursuant to RP 57, within 21 days of filing and service of the Petition.

## I. ANSWER

ICIP's Petition should be denied and dismissed as it is based upon speculation, false and misleading statements and accusations, and is a premature attempt to create a problem where none exists.

Idaho Power's Notice of Intent, 2021 All-Source Request for Proposals ("NOI") is not a solicitation of Requests for Proposals to acquire a generation resource or resources. It is precisely what the name suggests, a notice of Idaho Power's intent to issue a future Request for Proposals, as early as June 30, 2021. NOI, p 2. Attached hereto as Attachment 1, and incorporated herein by this reference, is the 2021 Request for Proposals document issued on June 30, 2021, seeking proposals for the acquisition of generation resources up to 80 MW in capacity. ("2021 RFP"). The Public Utility Commission of Oregon's resource procurement rules to which ICIP refers in its Petition, OAR 860-089-0010 *et seq*, *Resource Procurement for Electric Companies*, apply to the acquisition of a resource or contract for more than 80 MW and five years in length. OAR 860-089-0100(1)(a). As shown in Attachment 1, the 2021 RFP clearly seeks proposals for up to 80 MW of capacity, and thus the Oregon procurement rules have no applicability.

Idaho Power is aware of the direction from the Idaho Public Utilities Commission ("Commission") in Order No. 32745 from Case No. IPC-E-10-03: "Idaho Power is directed to comply with RFP guidelines applicable in its Oregon service area, should the Company commence an RFP process for a new supply-side resource prior to the development of Idaho-specific RFP guidelines." It is Idaho Power's full intent to comply with the requirements of OAR 860-089-0010 *et seq*, the Resource Procurement Rules required by the Oregon Commission, and prior the issuance of an RFP for a resource acquisition

larger than 80 MW and longer than 5 years will commence the proper proceedings and/or procedures to either comply with the Oregon procurement rules or seek a waiver of their applicability regarding a particular acquisition.

The NOI states, “The need for additional capacity resources has been identified as early as Summer 2023 at approximately 80 MW, with peak deficits that grow to approximately 400 MW by Summer 2025.” NOI, p 1. The 2021 RFP seeks proposals to acquire up to 80 MW of capacity to be online by Summer 2023. Any additional acquisition related to any other identified deficit is not being pursued at this time. These identified deficits are different than the deficits identified in the 2019 Integrated Resource Plan (“IRP”) and are currently being modelled, discussed, and otherwise analyzed as part of the ongoing 2021 IRP process, including discussion with the 2021 IRP Advisory Council. These same deficits, and their variance from the 2019 IRP, are also being examined as part of Case No. IPC-E-21-09, to establish the first capacity deficiency for avoided cost calculation, of which ICIP is a party. The 2021 RFP addresses only the identified capacity deficit for Summer 2023, up to 80 MW, which is outside of the applicability of the Oregon resource procurement rules. Should additional RFPs or other procurements be necessary beyond 2023 and 80 MW Idaho Power will comply with the Oregon procurement rules, if applicable, or seek a waiver for a particular acquisition or application of the procurement rules.

ICIP in its Petition states that the NOI is “self-described as a Request for Proposals (“RFP”) to solicit bids ...” ICIP Petition, p 1. ICIP further states, “Attachment A to the NOI is self-described as ‘Idaho Power Company’s (“ICP”) [sic] 2021 All-Source Request for Proposals (“2021 AS RFP”). [sic] Parentheticals in original.” ICIP Petition, p 1, n 2. This

is an example of ICIP's misrepresentation and misleading statements from its Petition. First, Attachment A to the NOI is clearly titled in bold at the top of page as "**Attachment A - Intent to Bid Form**". It is not a "self-described RFP" as claimed by ICIP. Secondly, despite the fact the portion of Attachment A quoted by ICIP contains more than one error in its quotation, the quoted language is only a partial sentence from the first sentence at the top of Attachment A - Intent to Bid Form. The full, opening sentence states, "This form is to declare that the undersigned intends to respond to one or more of Idaho Power Company's ("IPC") 2021 All-Source Requests for Proposals ("2021 AS RFPs")." NOI, Attachment A, p 1. This language, when looking at the complete sentence and not the portion of the sentence quoted by ICIP, clearly shows that any RFP is intended to be, and is, a separate document and process than the NOI itself - the opposite of what ICIP claims it means.

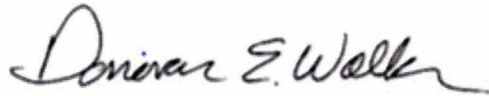
## **II. CONCLUSION**

The NOI is not a solicitation of bids. It is a Notice of Intent to solicit bids in the future and solicits a Notice of Intent to submit bids in future RFPs from interested parties. The RFP that was issued on June 30, 2021, seeks to acquire resources for up to 80 MW of capacity, which is below the threshold for applicability of the Oregon Commission's resource procurement rules. Idaho Power is in compliance with Order No. 32475 from this Commission. Idaho Power is in compliance with the Oregon Commission's resource procurement rules. The 2021 RFP seeks bids to potentially acquire up to 80 MW to be online by Summer 2023. Any potential acquisitions, deficits, and RFPs beyond that, if pursued, will be pursued in conjunction with the applicable Orders of this Commission,

and in conjunction with any applicable rules and/or proceedings brought in conjunction therewith.

Idaho Power respectfully requests the Commission issue an order denying the relief requested in ICIP's Petition and dismissing the same.

Respectfully submitted this 2<sup>nd</sup> day of July, 2021.

A handwritten signature in black ink that reads "Donovan E. Walker". The signature is written in a cursive style with a large initial 'D'.

---

DONOVAN E. WALKER  
Attorney for Idaho Power Company

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of July, 2021, I served a true and correct copy of the within and foregoing IDAHO POWER COMPANY'S ANSWER TO PETITION OF THE INDUSTRIAL CUSTOMERS OF IDAHO POWER COMPANY FOR AN ORDER TO SHOW CAUSE upon the following named parties by the method indicated below, and addressed to the following:

Commission Secretary  
Idaho Public Utilities Commission  
P.O. Box 83720  
Boise, ID 83720-0074

Hand Delivered  
 U.S. Mail  
 Overnight Mail  
 FAX  
 Email [secretary@puc.idaho.gov](mailto:secretary@puc.idaho.gov)

Peter J. Richardson  
Gregory M. Adams  
RICHARDSON ADAMS, PLLC  
515 N. 27<sup>th</sup> Street  
Boise, ID 83702

Hand Delivered  
 U.S. Mail  
 Overnight Mail  
 FAX  
 Email:  
[peter@richardsonandoleary.com](mailto:peter@richardsonandoleary.com)  
[greg@richardsonandoleary.com](mailto:greg@richardsonandoleary.com)



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Christy Davenport, Legal Assistant

**BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION  
CASE NO. IPC-E-21-19**

**IDAHO POWER COMPANY**

**ATTACHMENT A**



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

RFP Issued: June 30, 2021

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

PowerAdvocate No. 116534

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

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# 1. Disclaimer

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

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

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

This RFP has been prepared solely to solicit proposals and is not a contract offer. This RFP is not binding on IPC.

The only document that will be binding on IPC is an agreement duly executed by IPC and the successful Respondent (if any) after the completion of the evaluation process and the award and negotiation of an agreement. IPC reserves the right to reject any and all proposals submitted by Respondents. The issuance of this RFP does not obligate IPC to purchase any product or services offered by Respondent or any other entity.

Furthermore, IPC may choose, at its sole discretion, to abandon the RFP process in its entirety.

Respondents agree that they submit proposals without recourse against IPC, IDACORP Inc., any of IDACORP Inc.'s affiliates, or any of their respective employees, agents, officers, or directors for failure to accept an offer for any reason. IPC also may decline to enter into any agreement with any Respondent, terminate negotiations with any Respondent or abandon the RFP process in its entirety at any time, for any reason and without notice thereof.

Respondents that submit proposals agree to do so without legal recourse against IPC, its affiliates, or their respective employees, directors, officers, customers, agents or consultants for rejection of their proposals or for failure to execute an agreement for any reason. IPC and its affiliates shall not be liable to any Respondent or other party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP. Respondent shall conform in all material respects to all applicable laws, ordinances, rules, and regulations and nothing in this RFP shall be construed to require IPC or Respondent to act in a manner contrary to law. Except

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

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

In responding to this RFP, Respondent shall adhere to best business and ethical practices. Respondent shall adhere to IPC's Supplier Code of Conduct, available at [www.idahopower.com](http://www.idahopower.com).

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

## 2. Purpose

### 2.1. BACKGROUND

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

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

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

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

### 2.2. THE SOLICITATION

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

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

### **2.3. REGULATORY CONTEXT**

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

### **2.4. CONFIDENTIALITY**

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

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

### **2.5. SOLICITATION PORTAL AND RESTRICTION ON COMMUNICATIONS**

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

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

The web link to the Portal hosted by PowerAdvocate is:

[www.poweradvocate.com](http://www.poweradvocate.com)

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

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

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

Questions regarding the Portal should be directed to:

**PowerAdvocate Support**

[support@poweradvocate.com](mailto:support@poweradvocate.com)

+001.857.453.5800

## **2.6. SCHEDULE**

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

Table 1 – Key Milestones for the Solicitation

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

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



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

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

## 2.7. PRE-BID PRESENTATION AND RECORDING

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

# 3. Product Specifications

## 3.1. KEY PRODUCT SPECIFICATIONS

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

Table 2 – Key Product Specifications

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

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

### 3.2. ADDITIONAL PRODUCT SPECIFICATIONS

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

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

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

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

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

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

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

## 4. Electric Interconnection

### 4.1. COST ESTIMATING

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

Electric interconnection facilities consist of multiple components as defined below.

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

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

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

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

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

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

## 4.2. INTERCONNECTION STUDIES

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

<sup>1</sup> [www.idahopower.com/about-us/doing-business-with-us/generator-interconnection/](http://www.idahopower.com/about-us/doing-business-with-us/generator-interconnection/)

<sup>2</sup> [www.oasis.oati.com/ipco/](http://www.oasis.oati.com/ipco/).

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

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

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

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

## 5. Additional Requirements

### 5.1. DATA AND CYBER SECURITY

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

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

## **5.2. PURCHASING RESTRICTIONS/PROHIBITED TECHNOLOGY**

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

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

## **5.3. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS PROGRAM**

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

# **6. Proposal Format and Submittal**

## **6.1. SUBMISSION OF PROPOSALS**

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

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

## 6.2. BID FEES

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

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

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

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

## 6.3. PROPOSAL NAMING

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

## 6.4. PROPOSAL WRITTEN DOCUMENTS

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

## 6.5. PROPOSAL SUBMISSION REQUIREMENTS

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

## **6.6. FIRM PROPOSAL**

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

## **6.7. TAXES**

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

## **6.8. INSURANCE**

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

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

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



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

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

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

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

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

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

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

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

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

## **6.9. FINANCIAL AND CREDIT INFORMATION**

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

## **6.10. EXCEPTIONS TO THE DRAFT FORM TERM SHEET**

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

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

## **6.11. EXCEPTIONS TO THE TECHNICAL SPECIFICATIONS**

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

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

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

## **6.12. EXCEPTIONS TO THE DRAFT FORM LETTER OF CREDIT**

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

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

## **6.13. CLARIFICATION OF PROPOSALS**

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

## **6.14. ADDENDA TO RFP**

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

# **7. Proposal Evaluation, Negotiation and Approval**

## **7.1. EVALUATION PROCESS**

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

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

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

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

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

## **7.2. ADDITIONAL RIGHTS**

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

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

## **7.3. ACCEPTANCE AND REJECTION OF PROPOSALS**

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

## **7.4. AGREEMENT NEGOTIATIONS**

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

## **7.5. EXCLUSIVITY**

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

## **7.6. PUBLICITY**

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

## **7.7. COMMISSION APPROVAL**

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

## **7.8. ENTIRE RFP**

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

## EXHIBIT A – Information for Qualitative Evaluation

A summary of the information that must be uploaded to the Portal by Respondents for purposes of the qualitative evaluation is provided below. The required information differs among the product types. This is provided for information only. Respondents are directed to the Portal to review all of the information and the specific type and level of detail that must be provided for each product type. That level of detail is not provided in this Exhibit. In the case of conflict between this summary and the detail identified in the Portal, the detail identified in the Portal shall govern.

### PROJECT FEASIBILITY

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

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

## **PROJECT CAPABILITY**

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



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

## **COUNTERPARTY PROFILE**

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

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

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

## **COMMUNITY STEWARDSHIP**

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

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

## EXHIBIT B – Information for Quantitative Evaluation

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

### Storage Technologies

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

### Wind Technologies

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

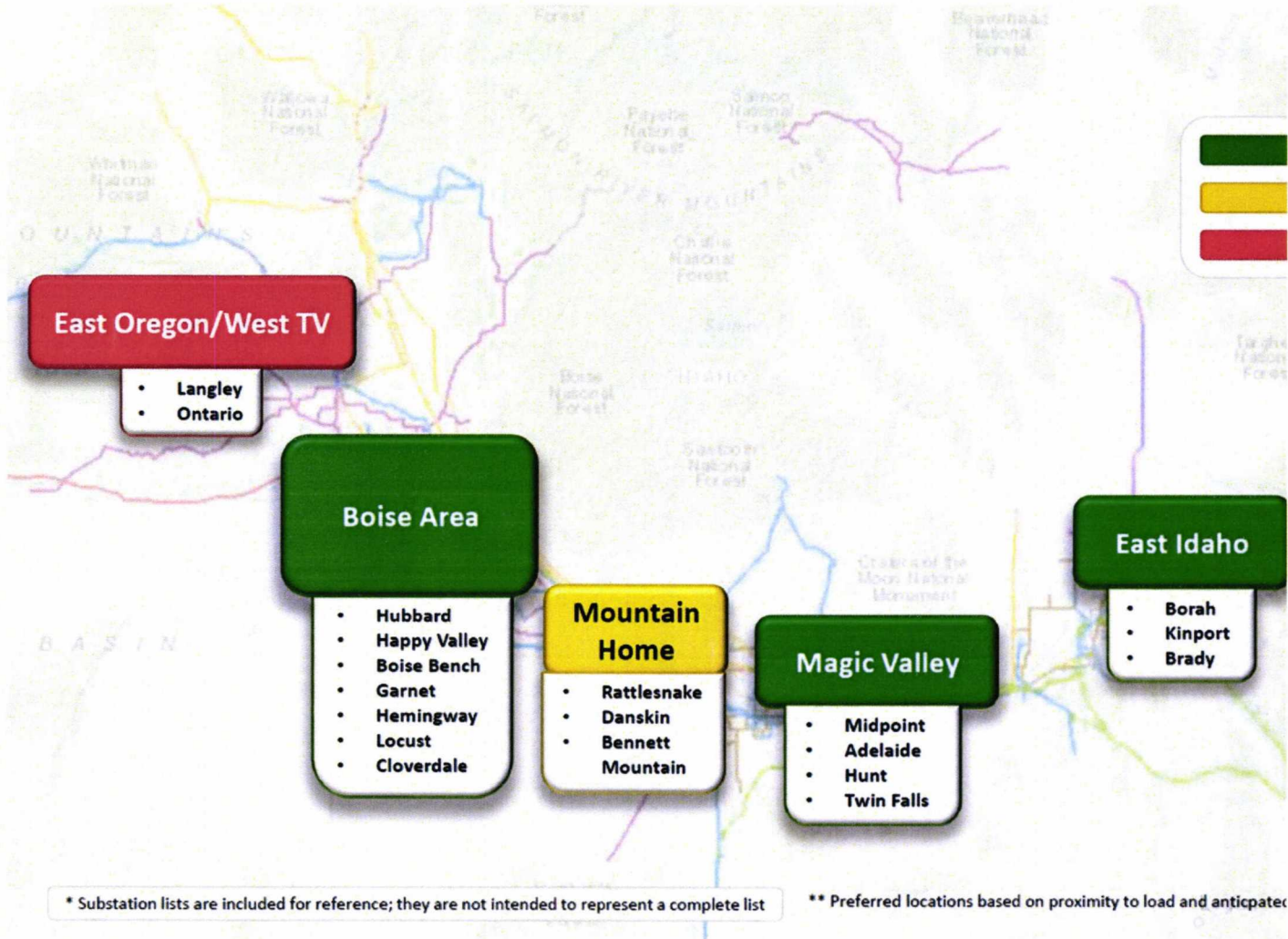
- Maximum time battery can output at maximum generating capacity (hours)
- Maximum generation capacity at IPC peak hours (%)
- Maintenance outages per year (number)
- Forced outage rate (%)
- Mean planned repair time (hours)
- Mean forced repair time (hours)
- Overnight installed cost (\$/kW, \$/kWh,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

## Solar Technologies

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

# EXHIBIT C – Information on Preferred Locations

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



## EXHIBIT D – Information on Most Valuable Hours

The following table illustrates the hours during which capacity and energy are most valuable to IPC for a typical day in early 2023. Proposals that can help meet 2023 peak capacity needs during critical hours while reducing surpluses off-peak will be favored. This is provided for information only. Respondents are directed to the Portal for the most recent version of this information. Between this information and the information provided in the Portal, the form provided in the Portal shall govern.

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

### Most Valuable Hours

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



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



= Valuable Hours: These are in addition to the critical hours; IPC's analysis will favor resources that can generate during the critical hours and the valuable hours

## EXHIBIT E – Draft Form Term Sheet

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



## EXHIBIT F – BESS Technical Specifications

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

## EXHIBIT G – Solar Technical Specifications

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

## EXHIBIT H – Wind Technical Specifications

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

## EXHIBIT I – Mutual Non-Disclosure Agreement

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

## EXHIBIT J - Counterparty Financial Questionnaire

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

## EXHIBIT K – Draft Form Letter of Credit

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