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December 9, 2021

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: Docket UM ___ - *In the Matter of Idaho Power Company, Application for Waiver of Competitive Bidding Rules*.

Attention Filing Center:

Attached for filing in the above-referenced docket is a copy of Idaho Power Company's Application for Waiver of Competitive Bidding Rules. Pursuant to OAR 860-089-0010(2)(a), this filing is being served to parties from the Company's most recent general rate case (docket UE 233) and most recent IRP docket (docket LC 74).

Please contact this office with any questions.

Sincerely,

Alisha Till
Paralegal

Attachments

cc: Docket UE 233 and LC 74 Service Lists

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM___

In the Matter of IDAHO POWER COMPANY Application for Waiver of Competitive Bidding Rules.	**IDAHO POWER COMPANY'S APPLICATION FOR WAIVER OF COMPETITIVE BIDDING RULES**

I. INTRODUCTION

Idaho Power Company ("Idaho Power" or "Company"), in accordance with OAR 860-089-0010(2), requests that the Public Utility Commission of Oregon ("Commission") waive the competitive bidding rules ("CBRs") set forth in OAR Chapter 860, Division 089 to allow the Company to move forward with the procurement of capacity resources needed to provide adequate, reliable, and reasonably priced service. Idaho Power requests that the Commission issue an order: (1) waiving Idaho Power's obligation to comply with the CBRs for purposes of its proposed resource procurements in favor of a competitive, but expedited process; and (2) authorizing Idaho Power to move forward expeditiously with resource procurements to meet identified generation resource needs in 2023, 2024, and 2025.

Idaho Power has not added a supply-side, dispatchable resource since the Langley Gulch combined-cycle, natural gas combustion turbine, which was placed in-service in 2012. Idaho Power's most recent Integrated Resource Plan ("IRP"), the Second Amended 2019 IRP, acknowledged by the Commission on April 15, 2021,[1] does not show a first capacity deficit until the summer of 2028. However, during the preparation of the 2021 IRP, which Idaho Power anticipates filing before the end of this year, an updated Load and Resource ("L&R") balance analysis conducted in May 2021 identified

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

a first capacity deficit of 78 MW in June of 2023, growing each year through 2026, when the Boardman to Hemingway ("B2H") 500 kilovolt transmission line is expected to be operational. This rapid change in resource position is caused by several dynamic and evolving factors including: third-party transmission constraints and changes to the assumptions in the L&R balance regarding available transmission capacity following the retirement of coal plants; the unavailability of import transmission capacity on the market; planning margin adjustments associated with incorporating Loss of Load Expectation ("LOLE") and Effective Load Carrying Capability ("ELCC") planning methodologies; increasing population and associated emergent demands on the Company's system; and the potential diminishing demand response ("DR") resource and low solar generation effectiveness during times of peak and critical load. These factors and the dynamic energy landscape in which the Company is operating are driving the need for additional capacity resources.

In order to meet its obligation to reliably serve customer load, and given the extremely short turn-around to construct a resource to meet deficits identified in 2023, 2024, and 2025, particularly in the midst of supply chain disruption, ongoing COVID-19 impacts, and constraints in the industry and in ancillary industries, the Company is currently conducting a competitive solicitation through a Request for Proposals ("RFP") seeking to acquire up to 80 MW of wind, solar, and storage combinations to meet the 2023 capacity deficit (hereinafter, the "2021 RFP"). The 2021 RFP seeks projects that can achieve commercial operation by June of 2023. Because the 2021 RFP seeks resources that are not more than 80 MW, the RFP is not subject to the CBRs.[2]

Idaho Power is also, in parallel, investigating different configurations of Company owned and constructed battery storage systems, possible modifications to existing DR programs, and pursuing other short-term market solutions to meet the forecasted capacity

[2] OAR 860-089-0100(1)(a).

deficits. However, these efforts will not be enough to meet the rapidly evolving and dynamic forecasted capacity deficits. Indeed, since issuing the 2021 RFP earlier this year, the expected capacity deficit for 2023 has increased to 101 MW.

Therefore, Idaho Power will be issuing another RFP seeking generation resources to meet the additional capacity deficits identified for 2023, 2024, and 2025. The proposed acquisitions, as described in this Application, are necessary and required in a dynamic energy landscape in order to continue to provide reliable and adequate electric service to Idaho Power's customers starting in the summer of 2023 and into the future. Given the urgent need for additional resources that can be in-service by mid-2023, Idaho Power requests a waiver of the CBRs. There is insufficient time to complete a procurement process contemplated by the CBRs that will meet the identified deficits in 2023, 2024, and 2025. Although Idaho Power requests a waiver of the CBRs to allow it to conduct a more expedited process, the proposed RFP will be conducted in substantially the same manner as that used for the 2021 RFP and will result in a fair, objective, and transparent procurement process.

To provide an opportunity for contemporaneous oversight of the upcoming RFP, the Company also proposes to submit a filing at the conclusion of the RFP that will allow the Commission and stakeholders to review the procurement process and results. Idaho Power's proposed filing would be akin to the Certificate of Public Convenience and Necessity ("CPCN") process that will be used in Idaho to authorize the Company to move forward with the acquisition of the resource(s) selected in the RFP. The Company's filing would present the results of the RFP and request acknowledgment of the selected resource(s). Idaho Power's proposal recognizes the value of Commission and stakeholder participation in and review of the Company's procurement process but will not compromise the expedited timeline required in order to ensure that the resource(s) selected in the RFP will be in-service and capable of meeting the Company's resource needs beginning in 2023.

The Commission has recognized that Idaho Power is uniquely situated among Oregon electric utilities because over 95 percent of the Company's load is subject to the jurisdiction of the Idaho Public Utilities Commission ("IPUC").[3] Recognizing the value of administrative efficiency and consistency across jurisdictions, the Commission has previously allowed Idaho Power to defer to the processes approved by the IPUC.[4] On December 3, 2021, Idaho Power filed an Application requesting that the IPUC also approve the expedited procurement process proposed here. Allowing Idaho Power to use the same procurement process in both states is administratively efficient and prevents the risk of conflicting processes or delays that could compromise the Company's ability to meet its forecasted resource needs.

II. COMMUNICATIONS

Communications and service pleadings with reference to this Application should be sent to the following:

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[3] See, e.g., *In the Matter of Idaho Power Company Application for Authority to Implement Revised Depreciation Rates for Electric Plant-in Service*, Docket No. UM 1801, Order No. 17-186 at 6 (May 25, 2017) ("Given Idaho Power's small Oregon service area compared to its Idaho service area, we are frequently willing to make limited exceptions for Idaho Power to ensure consistency of regulatory oversight and minimize administrative and regulatory costs.").

[4] *See, e.g.*¸ *In the Matter of the Public Utility Commission of Oregon's Staff's Investigation Related to Electric Utility Purchases from Qualifying Facilities*, Docket No. UM1129, Order No. 07-360 at 13 (Aug. 20, 2007) (approving use of Idaho-approved avoided cost methodology).

III. BACKGROUND

A. Several factors have resulted in an urgent capacity resource need.

Idaho Power has been generally resource sufficient since the addition of the Langley Gulch natural gas-fired power plant nearly a decade ago. However, since the acknowledgement of the most recent IRP in April of this year, the Company has rapidly moved from an expected resource-sufficient position, through 2028, to a near-term capacity deficiency starting in 2023. Idaho Power's most current L&R balance analysis as of November 2021 identifies capacity deficits beginning in 2023 and growing each year until 2026 when B2H is expected to be operational.

In addition to load growth, several factors have contributed to the notable change in the L&R balance including current significant third-party transmission constraints limiting wholesale market import purchases at peak, the ability of DR programs to meet peak load, planning margins and methodology modernization, and environmental regulatory uncertainty and economics for fossil fuel-fired power plants and the related timing of ceasing operations at those resources.

In May 2021, the Company identified the 2023 deficit as approximately 78 MW at the time Idaho Power issued the currently pending 2021 RFP to acquire up to 80 MW of dispatchable capacity resources. The following Table 1 details the projected capacity deficits for the years 2023 through 2025, updated to include the most current data from the preparation of the 2021 IRP.[5] As shown below in Table 1, the Company's projected capacity deficits have grown to 101 MW in 2023, 186 MW in 2024, and 311 MW in 2025.

[5] As of November 30, 2021, the developer of the Jackpot Solar, 120 MW solar generation facility, indicated that a delay from the current Scheduled Operation Date of December 1, 2022, is likely. If Jackpot Solar is not in-service by summer of 2023 then Idaho Power will need approximately 40 MW of additional summer peak capacity to meet projected customer demands.

Table 1: Peak-Hour Load and Resource Balance	2023	2024	2025
	23-Jul	24-Jul	25-Jul
Surplus / Deficit (MW)	-101	-186	-311

1. Changes in L&R Since the 2019 IRP

Idaho Power filed its Second Amended 2019 IRP on October 2, 2020. The goal of the IRP is to ensure: (1) Idaho Power's system has sufficient resources to reliably serve customer demand and flexible capacity needs over a 20-year planning period; (2) the selected resource portfolio balances cost, risk, and environmental concerns; (3) balanced treatment is given to both supply-side resources and demand-side measures; and (4) the public is involved in the planning process in a meaningful way. Historically, the Company developed portfolios to eliminate resource deficiencies identified in a 20-year L&R balance. The L&R balance from the Second Amended 2019 IRP did not show a capacity deficiency occurring until the summer of 2028. However, the Company's L&R balance analysis has since been updated a number of times as circumstances and conditions have changed significantly in the interim, with each iteration showing capacity deficits as early as 2023.

Following development of the Second Amended 2019 IRP, the Company conducted focused system reliability and economic analyses to assess the appropriate timing of a Valmy Unit 2 exit between 2022 and 2025.[6] The result of the reliability and economic evaluations demonstrated that coal-fired operations of Valmy Unit 2 through the end of 2025 is the most reliable and economic path forward.

The analysis that led to this conclusion started with adjustment of the L&R balance analysis used in the Second Amended 2019 IRP as part of the Valmy Unit 2 reliability and economic impact analyses completed in May 2021. Development of the 2021 IRP was

[6] The Valmy Unit 2 Exit Analysis was filed on August 4, 2021, in docket LC 74.

occurring simultaneously, and the Company updated the L&R balance to include modifications to existing resource availability, as is standard when developing the L&R balance as part of the IRP process. The Company first identified changes to its market purchase assumptions due to third-party transmission constraints. Additionally, the existing resource availability was revised to include updated thermal capacity and reduced DR capacity determined through the refinement of the planning margin calculation. The net change between the Second Amended 2019 IRP and the updated L&R balance is a reduction of over 500 MW in available capacity each July during the 2022 through 2025 time period. As a result of these changes to the L&R balance in May 2021, the Company anticipated a capacity deficit of approximately 78 MW in 2023, assuming Valmy Unit 2 operations continue through 2025.

As shown in Table 1, the final L&R balance used for the 2021 IRP indicates the 2023 capacity deficit of 78 MW, as calculated in May 2021, has grown to 101 MW. While all the same factors that influenced the changes in the May 2021 L&R balance still exist, the latest L&R balance includes a revised load forecast with greater load growth projections.

2. Transmission Market Shifts and Constraints

In the Second Amended 2019 IRP, the Company assumed Valmy Unit 2 could be replaced with capacity purchases from the south. However, market conditions have changed dramatically because of ripple effects stemming from the August 2020 energy emergency event in California. During this event, the West experienced a heat wave, increasing the demand for energy and causing several balancing authorities across the Western Interconnection to declare energy emergencies. Generation was not able to meet demand in California and transmission capacity was strained, limiting the ability to import energy. As a result, the California Independent System Operator was required to shed firm load to maintain the reliability and security of the bulk power system. Ultimately,

this also impacted Idaho Power's ability to use third party transmission to import energy and meet load deficits.

Understanding the importance of transmission availability during times of high electricity demand, third-party marketing firms began reserving unprecedented amounts of firm transmission capacity just outside the Company's border, significantly limiting Idaho Power's access to market hubs. Soon after the event, Idaho Power's own transmission service queue was flooded with multi-year requests totaling 1,293 MW, as of April 2021, looking to move energy from the Mid-C hub across Idaho Power's transmission system to the south.

While the Company is able to reserve its own transmission for usage by the Company's customers, the transmission service requests just outside of Idaho Power's borders have added constraints to an already constrained market limiting the Company's access to capacity at Mid-C. Idaho Power tested the market availability with an RFP issued April 26, 2021, which ultimately validated the existence of these transmission system constraints. The RFP requested a market purchase with delivery at Idaho Power's border, however no bids were received at any price-point, further emphasizing the difficulty of importing energy under a constrained transmission system.

As a result of these recent and significant market changes, for the years 2022 through 2025, Idaho Power has reduced the transmission availability within the L&R balance from approximately 900 MW in the 2019 IRP to approximately 700 MW in the 2021 IRP during the peak load month of July.

3. Planning Margin Adjustments

The Company's planning margin is intended to provide a sufficient reliability margin to prevent the need to curtail customer demand more than one time in 20 years. The planning margin is intended to cover (1) Idaho Power's contingency reserve obligation, (2) severe weather events, consisting of both extreme heat and extreme cold, (3) poor

water conditions, and (4) planned and unplanned resource and transmission outages. In the Second Amended 2019 IRP, Idaho Power established a 15 percent planning margin, which was calculated as 15 percent of the Company's average (50th percentile) peak demand forecast for each month. For example, if Idaho Power had a peak-hour-load of 3,500 MW, the Company would add the planning margin and target 4,025 MW of resource capacity (3,500 multiplied by 1.15).

Following the development of the Second Amended 2019 IRP, the Company sought to refine its planning margin to ensure consideration of issues specific to Idaho Power's system. The 15 percent planning margin utilized in the Second Amended 2019 IRP is essentially a rule of thumb. Individual utilities can experience different frequencies of demand extremes, varying forced outage rates among resources, and resource size compared to load size, all of which should be considered when determining the planning margin. Rather than continue to utilize a planning margin based on a rule of thumb, the Company modernized its approach and used probabilistic methods in the Valmy Unit 2 exit analysis to determine system needs to ensure reliability for all hours of the day on the Company's system, which is the "LOLE method."

The LOLE approach allows for a comparison of load to generation on an hourly basis over a specified period. Given feedback from the IRP Advisory Council, and the increased frequency of extreme events, the Company aligned with the Northwest Power and Conservation Council standard of no more than one loss of load event per 20 years, or an LOLE of 0.05 days per year. The Company believes the LOLE method's hourly approach fully considers the reliability value of renewable resources over time compared to the previous method.

In addition to taking a more granular hourly approach, the LOLE method evaluates the capability of existing resources to meet peak demand through the determination of ELCC. Use of the ELCC resulted in a change to the peak-serving capability of Idaho Power's existing resources, most notably the peak capacity contribution of DR. When

analyzing the Company's system on an hour-by-hour basis, the results indicate the ability of DR programs to meet peak load under the changing dynamics of Idaho Power's system is significantly lower than previously assumed. This is primarily the result of increased solar resources on the Company's system pushing net peak load hours outside the current DR program window. Therefore, the Company has filed a request for modifications to its DR programs in Idaho that, while making the programs more effective at meeting system needs, may result in lower DR participation.

4. Current Load Forecast Increases

While the change in peak load expectations for 2023 through 2025 between the Second Amended 2019 IRP and the May 2021 L&R analysis was relatively immaterial, based on updates the Company currently expects 2023 through 2025 peak load to be greater than anticipated in those prior analyses. Migration into the Company's service area exceeded prior forecasts, both during and after the recession, as customer additions into the service area were approximately 30 percent higher than prior expectations. In addition, there have been several industrial customers, both existing and new, that have made a sufficient and significant binding investment and/or interest indicating a commitment of locating or expanding operations in the Company's service area. These drivers predict that the Company's peak capacity needs/loads by 2023 will grow faster than forecasted expectations used in both the second amended 2019 IRP and the May 2021 L&R analysis.

5. Current L&R Balance Analysis

Since the Valmy study was completed in June 2021, the Company has continued to update the L&R balance analysis for the 2021 IRP using the most up-to-date resource and load inputs. On the resource side, Idaho Power has applied the adjusted transmission assumptions, as well as the LOLE and ELCC methods described above. On the load side, Idaho Power has also included higher load growth expectations. The resulting capacity

deficiency of approximately 101 MW in 2023, 186 MW in 2024, and 311 MW in 2025 as presented in Table 1, clearly demonstrates the need for the new capacity resource to meet those capacity deficits prior to the addition of B2H in 2026.

While these estimates reflect Idaho Power's best available information at the time of this filing, the Company wishes to make the Commission aware of a recent development that could ultimately increase the forecast capacity deficit beginning in 2023. Idaho Power had previously contracted with Jackpot Solar, LLC ("Jackpot Solar") for 120 MW of solar generation to become commercially operational by December 2022. On November 9, 2021, Jackpot Solar informed Idaho Power that global supply chain disruptions have raised concerns regarding Jackpot Solar's ability to achieve commercial operation by the dates identified in the PPA. Specifically, Jackpot Solar alleges that current global supply chain disruptions brought on by the COVID-19 pandemic represent a force majeure event as defined in the energy sales agreement, as its solar module supplier will not meet the supply provisions of the module agreement. Idaho Power is currently in discussions with Jackpot Solar, and it is unknown to the Company when, or if, the associated 120 MW of solar generation will begin commercial operations. If the Jackpot Solar project is delayed beyond summer 2023, or not built, Idaho Power will need approximately 40 MW of incremental peak capacity to meet projected customer demands.

6. Idaho Power's 2021 RFP

As previously stated, Idaho Power has initiated an RFP for a dispatchable capacity resource up to 80 MW in order to meet the initially identified 78 MW capacity deficit in 2023. In March of 2021, recognizing the urgency of the capacity deficit, the Company assembled an interdisciplinary team to develop and process an RFP for 2023 peak capacity resources ("RFP evaluation team"). The Company also retained a consultant, Black & Veatch Management Consulting, LLC, to assist the RFP evaluation team with development of the RFP and to provide guidance and evaluation support of the

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

A public Notice of Intent was released on May 20, 2021, to industry developers and media outlets and was posted to Idaho Power's website noticing Idaho Power's intent to release the RFP.[7] Interested developers responded with an Intent to Bid by June 11, 2021. The "2021 All Source Request for Proposals for Peak Capacity Resources" was sent directly to 38 developers. The RFP solicitation identified the purpose, key product specifications, proposal format, qualitative and quantitative evaluation criteria, template draft form term sheet ("Build Transfer Agreement" or "BTA"), technical specifications, and additional requirements necessary to submit a qualifying proposal. Thirteen proposals were submitted on August 11, 2021. The RFP evaluation process assesses both price and non-price attributes. Price attributes were weighted at 60 percent of the total valuation and non-price attributes were given a 40 percent weighting.

7. Idaho Power's IPUC filing for an expedited RFP

The IPUC has not adopted Idaho-specific competitive bidding rules or guidelines. Instead, in IPUC Order No. 32745, the IPUC directed Idaho Power to comply with RFP guidelines applicable in its Oregon service area.[8] Because of the near-term resource deficit and need for an expedited procurement process, on December 3, 2021, Idaho

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

[8] *In the Matter of the Development of RFP Guidelines for the Procurement of Supply-Side Resources by Idaho Power Company*, IPUC Case No. IPC-E-10-03, Order No. 32745 (Feb. 12, 2013).

Power submitted an Application to the IPUC requesting approval to move forward with an expedited resource procurement process and a waiver of its obligations to conduct the RFP in accordance with the CBRs.[9]

B. Idaho Power's proposed all source RFP.

Idaho Power intends to issue another All-Source RFP (hereinafter, the "2022 AS RFP") seeking generation resources to meet summer peak capacity deficits. The 2022 AS RFP will solicit various types of resources include energy storage projects, renewable projects, renewable plus storage projects, and other resources as applicable that will meet Idaho Power needs. In addition to soliciting bids from third-party developers, Idaho Power may submit a benchmark bid for a resource that will be developed internally by a team of Idaho Power employees who would be separate from the employees evaluating the bid.

The proposed 2022 AS RFP will seek bids for resources that are capable of achieving commercial operation by June 1, 2024, to enable the resource to meet Idaho Power's identified resource needs beginning identified for 2023, 2024, and 2025.

Idaho Power's proposed RFP will be generally consistent with the 2021 RFP in terms of the evaluation and scoring of bids. Idaho Power used an objective scoring methodology that reasonably evaluated the price and non-price attributes of each bid, and utilized the third-party expertise of Black & Veatch Management Consulting, LLC, to assist in the development of the RFP and the bid evaluation process. For the 2021 RFP, the process began with an initial screen to identify and remove any proposals that were incomplete or did not comply with a basic requirement of the 2021 RFP. Following the initial screen, proposals were evaluated based upon a number of factors, including:

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[9] *In the Matter of Idaho Power Company's Application for Authority to Proceed with Resource Procurements to Meet Identified Capacity Deficiencies in 2023, 2024, and 2025 to Ensure Adequate, Reliable, and Fair-Priced Service to its Customers*, IPUC Case No. IPC-E-21-41, Application for Authority to Proceed with Resource Procurements (Dec. 3, 2021).

project feasibility, project capability, counterparty profile, community stewardship, price and overall cost, and other factors. Please see Attachment 1 describing proposal format, requirements, and submittals; proposal evaluation process; Exhibit A describing the qualitative evaluation and criteria; and Exhibit B describing the qualitative evaluation information. The 2021 RFP was well received by the market and solicited numerous eligible bids.

IV. LEGAL STANDARD

The Commission's CBRs 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."[10] The CBRs apply generally to resource acquisition greater than 80 MW.[11]

The Commission "may waive any of the Division 089 rules for good cause shown."[12] "A request for waiver must be made in writing to the Commission prior to or concurrent with the initiation of a resource acquisition."[13] The rules define a "resource acquisition" as a process for acquiring energy, capacity or storage that "starts with the electric company's: . . Circulation of a final or draft RFP to third parties."[14] Staff has "found that in evaluating whether good cause is shown, it is helpful to consider how closely a procurement for which a waiver is granted may still align with the goals of a competitive bidding process."[15]

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[10] OAR 860-089-0010(1).
[11] OAR 860-089-0100(1)(a).
[12] OAR 860-089-0010(2).
[13] OAR 860-089-0010(2).
[14] OAR 860-089-0020(9)(a).
[15] *In the Matter of Portland General Electric Company, Application for Waiver of the Competitive Bidding Rules*, Docket UM 2176, Order No. 21-328, App'x A at 6 (Oct. 6, 2021).

V. DISCUSSION

A. Idaho Power's urgent resource need requires an expedited RFP.

The Commission's CBRs create a prescriptive, comprehensive, and lengthy process for conducting RFPs. Recent procurement processes indicate that there is insufficient time to conduct an RFP in accordance with the requirements and timeline included in the CBRs that can meet Idaho Power's identified 2023, 2024, and 2025 resource need. For example, PacifiCorp's 2017 Renewable RFP ("2017R RFP") sought new wind resources that could be in-service by the end of 2020. To meet the end-of-2020 in-service timeline, PacifiCorp initiated the Commission's RFP process on June 1, 2017—three-and-a-half years before the proposed in-service date. PacifiCorp acknowledged that the RFP was conducted in an expedited manner[16] and the Commission referred to the RFP as a "fast-moving process."[17] Yet, it still took nearly a year from the initial filing to the Commission's decision on the RFP final shortlist.

Similarly, PacifiCorp's 2020 All Source RFP ("2020AS RFP") sought new generating and energy storage resources targeting a commercial operation date by the end of 2024.[18] PacifiCorp initiated the CBR's RFP process on February 24, 2020. PacifiCorp submitted its final shortlist 16 months later, on June 15, 2021, although the shortlist was subsequently updated. The Commission acknowledged the shortlist on November 24, 2021, over 20 months after the solicitation began.[19]

PacifiCorp also recently submitted its first filing for its 2022 All Source RFP, which seeks new generating and energy storage resources targeting a commercial operation date on or before December 31, 2026.[20] PacifiCorp's initially proposed schedule called

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[16] *In the Matter of PacifiCorp, dba PacifiCorp Power,2017R Request for Proposals, Docket No. UM 1845*, Order No. 18-178 at 8 (May 23, 2018).

[17] Order No. 18-178 at 10.

[18] PacifiCorp's 2020AS RFP was docketed as UM 2059.

[19] *In the Matter of PacifiCorp d/b/a Pacific Power Application for Approval of 2020 All-Source Request for Proposals*, Docket No. UM 2059, Order No. 21-437 (Nov. 24, 2021).

[20] PacifiCorp's 2022 all source RFP was docketed as UM 2193.

for submission of its final shortlist by May 2022, eight months after the initial filing. Staff referred to the proposed schedule as "aggressive" and claimed that the schedule did not comply with the CBRs.[21] In response, PacifiCorp modified the schedule to include 80 more days on the front end before the RFP may be approved by the Commission and over 200 more days for bidders to prepare their bids. Under the now extended schedule, PacifiCorp will not even issue the RFP until April 1, 2022—seven months after the initial filing—and the RFP process will not conclude until May 2023—more than 19 months after PacifiCorp's initial filing.

Portland General Electric Company (PGE) also recently initiated the RFP process with a filing in April 2021 that is intended to meet a 2025 capacity shortfall.[22] Under the approved schedule, PGE anticipates issuing the RFP in December 2021—more than seven months after initiating the process—and PGE anticipates submitting its final shortlist in June 2022—more than a year after initiating the process.[23]

Here, a process that will likely take over a year is not practical in the current dynamic, rapidly changing environment, as evidenced by the changes in resource needs between the 2019 and 2021 IRPs. The resource needs of the Company and its customers emerged with such urgency, such as the present capacity deficits identified in 2023, 2024, and 2025, that procuring resources in accordance with the CBRs is not viable if the Company is to reliably serve customers. Even if the Company acquires new resources pursuant to the 2021 RFP, Idaho Power still has a capacity need in June 2023—meaning that there is roughly 18 months to complete the solicitation process, select resource(s), finalize negotiations with the selected resource(s), *and* construct the selected resource(s).

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[21] *See In the Matter of PacifiCorp d/b/a Pacific Power Application for Approval of 2022 All-Source Request for Proposals*, Docket No. UM 2193, Order No. 21-351, App'x A at 5 (Oct. 25, 2021).

[22] PGE's RFP was docketed as UM 2166.

[23] *In the Matter of Portland General Electric Company Application for Approval of Independent Evaluator for 2021 All Source RFP*, Docket No. UM 2166, Schedule for Post IE Selection (August 3, 2021).

Completing an RFP under the CBRs could potentially take longer than 18 months, which would leave no time for a new resource to achieve commercial operation by June 2023. Indeed, even if Idaho Power's RFP could be completed in a year, it could be late 2022 or early 2023 before the Commission acts on the final shortlist. Thereafter, the Company would be required to complete final negotiations with the shortlisted bid(s) and the selected resources would need to be constructed. Not only would this timeline jeopardize the Company's ability to meet its 2023 capacity need, but it may also jeopardize the ability to meet the 186 MW projected capacity deficit for 2024. Waiving the CBRs is reasonable and in the public interest given the urgency of Idaho Power's resource need.

B. Idaho Power's proposed RFP will be generally consistent with the goals of the CBRs.

The Commission's CBRs 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."[24] The Company's proposed procurement process is generally consistent with these goals.

First, the proposed RFP will be designed to meet the rapidly increasing resource needs identified during the development of the Company's 2021 IRP, which will be filed by the end of the year. The 2021 IRP will include the capacity deficits in 2023, 2024, and 2025, discussed above, and the proposed 2022 AS RFP will seek to acquire the new resource additions included in the 2021 IRP preferred portfolio for 2024 and 2025. Given the urgency, the Company has submitted this filing before filing its 2021 IRP so as to not delay the beginning of its resource procurement process.

[24] OAR 860-089-0010(1).

Second, the procurement process will be fair, transparent, and objective. Consistent with the 2021 RFP, Idaho Power will publish a detailed RFP outlining the process for submission of bids, as well as the process for evaluating the bids once they are submitted. Idaho Power will use an objective scoring methodology that will reasonably evaluate both the price and non-price attributes of each bid, just as it has done in the 2021 RFP.[25] In addition, consistent with the 2021 RFP, Idaho Power will utilize the third-party expertise of Black & Veatch Management Consulting, LLC, to assist in the development of the RFP and the bid evaluation process.

Third, conducting the procurement process on an expedited basis will ensure that the Company is able to secure the resources necessary to meet its expected near-term capacity deficit to ensure that it is able to provide safe, reliable, and reasonably priced service.

C. Idaho Power proposes to submit a filing to the Commission seeking acknowledgment of the resource(s) selected in the proposed RFP.

Although the Company's urgent resource need will not allow for an RFP envisioned by the CBRs, the Company proposes a process akin to the CPCN process that is followed in Idaho in order to provide the Commission and stakeholders an opportunity to review the procurement process and results before Idaho Power commits to a particular resource(s). Under Idaho law, a CPCN is required for the utility to construct a new generation resource or plant.[26] Granting a CPCN does not constitute ratemaking treatment; instead, it reflects a finding by the IPUC that the relevant resource is needed to provide safe and reliable service.[27] The CPCN process provides a broad mechanism for considerable regulatory oversight into the procurement process. Idaho Power

[25] *See* Attachment 1.
[26] *Idaho Code* § 61-526.
[27] *Id.*

anticipates filing an application for a CPCN for the resource(s) selected in the proposed RFP.

To provide the same opportunity for oversight here, the Company proposes to submit a concurrent filing in Oregon that will be comparable to the Idaho CPCN filing. The Company's proposed filing would include an overview of the resource procurement process, identify the selected resource(s), and explain the basis for the selection of the chosen resource(s). Substantively, Idaho Power's proposed filing would include generally the same material that would be included in a request for acknowledgment of the RFP shortlist contemplated by the CBRs. Idaho Power would request acknowledgment of the selected resource(s) based on the reasonableness of the Company's selection in light of the information available at the time of acknowledgment. The filing would provide a contemporaneous opportunity for Commission and stakeholder review of the RFP process and results, rather than waiting until the Company requests to include the selected resource(s) in rates through a general rate case or other revenue requirement proceeding.

Idaho Power's proposal here recognizes the value of Commission and stakeholder participation in and review of the Company's procurement process but will not compromise the expedited timeline required in order to ensure that the resource(s) selected in the RFP will be in-service and capable of meeting the Company's resource needs beginning in 2023.

D. Aligning the procurement processes in Oregon and Idaho ensures consistency across jurisdictions and avoids potentially conflicting regulatory requirements.

Idaho Power has requested that the IPUC authorize the Company to move forward with the expedited resource procurement process outlined above. The Company cannot conduct an expedited procurement process for Idaho and a procurement process for Oregon that follows the timelines contemplated in the CBRs. Doing so would create

market confusion, impose potentially conflicting regulatory obligations, and ultimately harm Idaho Power's ability to timely secure resources to meet its 2023 resource need. Granting the Company's request here will ensure a consistent procurement process in both states if the IPUC also approves the Company's proposed procurement process.

VI. CONCLUSION

Idaho Power has been in a resource sufficient position for almost a decade since the addition of the Langley Gulch combined-cycle, natural gas-fired power plant, in 2012. Over the course of approximately two months—from the March 2021 acknowledgement of the 2019 IRP to the revised Load and Resource Balance in May of 2021—Idaho Power rapidly identified near term capacity deficiencies starting in summer 2023 and growing through 2024 and 2025 until B2H is expected to be operational in 2026. These rapidly emerging capacity deficits are driven by an increasing population and associated emergent demands in the Company's service area; third-party transmission constraints; changes to the assumptions in the L&R balance regarding available transmission capacity following the retirement of coal plants; the unavailability of import transmission capacity on the market; planning margin adjustments associated with incorporating LOLE and ELCC planning methodologies; and the potential diminishing demand response resource and solar effectiveness during peak and critical times.

Idaho Power must meet its obligation to reliably serve customers and must meet the forecasted capacity deficits to prevent wide-spread outages in its service area. The Company must do this in a rapidly changing and dynamic environment, with an already short turn-around time to meet a 2023 deficit exacerbated by an environment of global supply chain disruption and issues preventing the timely construction of new resources as well as previously contracted PPA generation from coming online in a timely manner.

Therefore, Idaho Power requests a waiver of the CBRs to allow the Company to conduct an expedited procurement process subject to the framework discussed in this Application.

Respectfully submitted this 9th day of December, 2021.

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Attorneys for Idaho Power Company

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM ____

IN THE MATTER OF IDAHO POWER COMPANY
APPLICATION FOR WAIVER OF
COMPETITIVE BIDDING RULES

Attachment 1

2021 All Source Request for Proposals for Peak Capacity Resources

December 9, 2021

IDAHO POWER®
An IDACORP Company

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 reservices the right to vary, in detail, the requirements and/or to issue addenda to the RFP. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to Respondents included in the current and applicable stage of the RFP.

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

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

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

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

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

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

2. Purpose

2.1. BACKGROUND

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

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

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

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

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

2.2. THE SOLICITATION

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

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

2.3. REGULATORY CONTEXT

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

2.4. CONFIDENTIALITY

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

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

2.5. SOLICITATION PORTAL AND RESTRICTION ON COMMUNICATIONS

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

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

The web link to the Portal hosted by PowerAdvocate is:

www.poweradvocate.com

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

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

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

Questions regarding the Portal should be directed to:

PowerAdvocate Support
support@poweradvocate.com
+001.857.453.5800

2.6. SCHEDULE

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

Table 1 – Key Milestones for the Solicitation

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

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

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

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

2.7. PRE-BID PRESENTATION AND RECORDING

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

3. Product Specifications

3.1. KEY PRODUCT SPECIFICATIONS

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

Table 2 – Key Product Specifications

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

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

3.2. ADDITIONAL PRODUCT SPECIFICATIONS

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

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

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

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

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

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

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

4. Electric Interconnection

4.1. COST ESTIMATING

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

Electric interconnection facilities consist of multiple components as defined below.

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

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

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

c) Station Network Upgrades (SNU) are either new switchyards or additions to existing switchyards or substations that are built to interconnect the generator to IPC transmission or distribution system. SNUs become a component of the integrated IPC transmission or distribution system and are incorporated into IPC tariffs. Respondents are not required to provide cost estimates of SNUs.

d) Delivery Network Upgrades (DNU) are upgrades to IPC's transmission or distribution network that will be required for individual resources and groups of resources. These upgrades will be incorporated into IPC's transmission or distribution tariffs. Respondents are not required to provide cost estimates of DNUs.

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

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

4.2. INTERCONNECTION STUDIES

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

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

[2] www.oasis.oati.com/ipco/.

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

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

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

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

5. Additional Requirements

5.1. DATA AND CYBER SECURITY

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

All design and implementation details must follow electrical industry best practices for cyber security as well as all applicable regulatory requirements pertaining to the security of electric system assets. In response to EXHIBIT A – Information for Qualitative Evaluation of this RFP, Respondents must generally describe their cyber security requirements, practices, and policies. Any additional IPC specific requirements will be addressed during the RFP review and contracting process, pursuant to EXHIBIT I – Mutual Non-Disclosure Agreement. Respondent must state that any and all equipment utilized in the proposed resource will not be procured through an Office of Foreign Assets Control (OFAC) 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 losspayees, as its interests may appear;
  - Not be able to be canceled or materially changed unless IPC is given written notice of such cancellation or change at least thirty (30) days in advance;
  - Provide for severability of interests;
  - Waive all right of subrogation against additional insureds and IPC, its members, officers, employees, agents, and the successors in interest of the foregoing; and
  - Shall not be limited to "ongoing" operations. Respondent shall pay for all deductibles.
- If approved in advance by IPC in writing, Respondent may use a combination of Umbrella/Excess and Primary limits of insurance to provide coverage up to the required amount.

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

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

6.9. FINANCIAL AND CREDIT INFORMATION

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

6.10. EXCEPTIONS TO THE DRAFT FORM TERM SHEET

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

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

6.11. EXCEPTIONS TO THE TECHNICAL SPECIFICATIONS

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

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

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

6.12. EXCEPTIONS TO THE DRAFT FORM LETTER OF CREDIT

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

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

6.13. CLARIFICATION OF PROPOSALS

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

6.14. ADDENDA TO RFP

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

7. Proposal Evaluation, Negotiation and Approval

7.1. EVALUATION PROCESS

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

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

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

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

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

7.2. ADDITIONAL RIGHTS

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

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

7.3. ACCEPTANCE AND REJECTION OF PROPOSALS

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

7.4. AGREEMENT NEGOTIATIONS

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

7.5. EXCLUSIVITY

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

7.6. PUBLICITY

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

7.7. COMMISSION APPROVAL

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

7.8. ENTIRE RFP

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

EXHIBIT A – Information for Qualitative Evaluation

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

PROJECT FEASIBILITY

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

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

PROJECT CAPABILITY

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

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

COUNTERPARTY PROFILE

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

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

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

COMMUNITY STEWARDSHIP

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

    - Outside the USA (provide name and location)
    - In the USA, but outside the State of Idaho and Oregon (provide name and location)
    - In the state of Idaho and Oregon, but outside IPC's service territory
    - Within IPC's service territory (provide name and location)
    - By subcontractors of Respondent, if available
    - A commitment to offer subcontracting opportunities to industry-leading small, local and/or diverse/minority-owned businesses.

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

EXHIBIT B – Information for Quantitative Evaluation

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

Storage Technologies

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

Wind Technologies

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

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

Solar Technologies

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

EXHIBIT C – Information on Preferred Locations

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

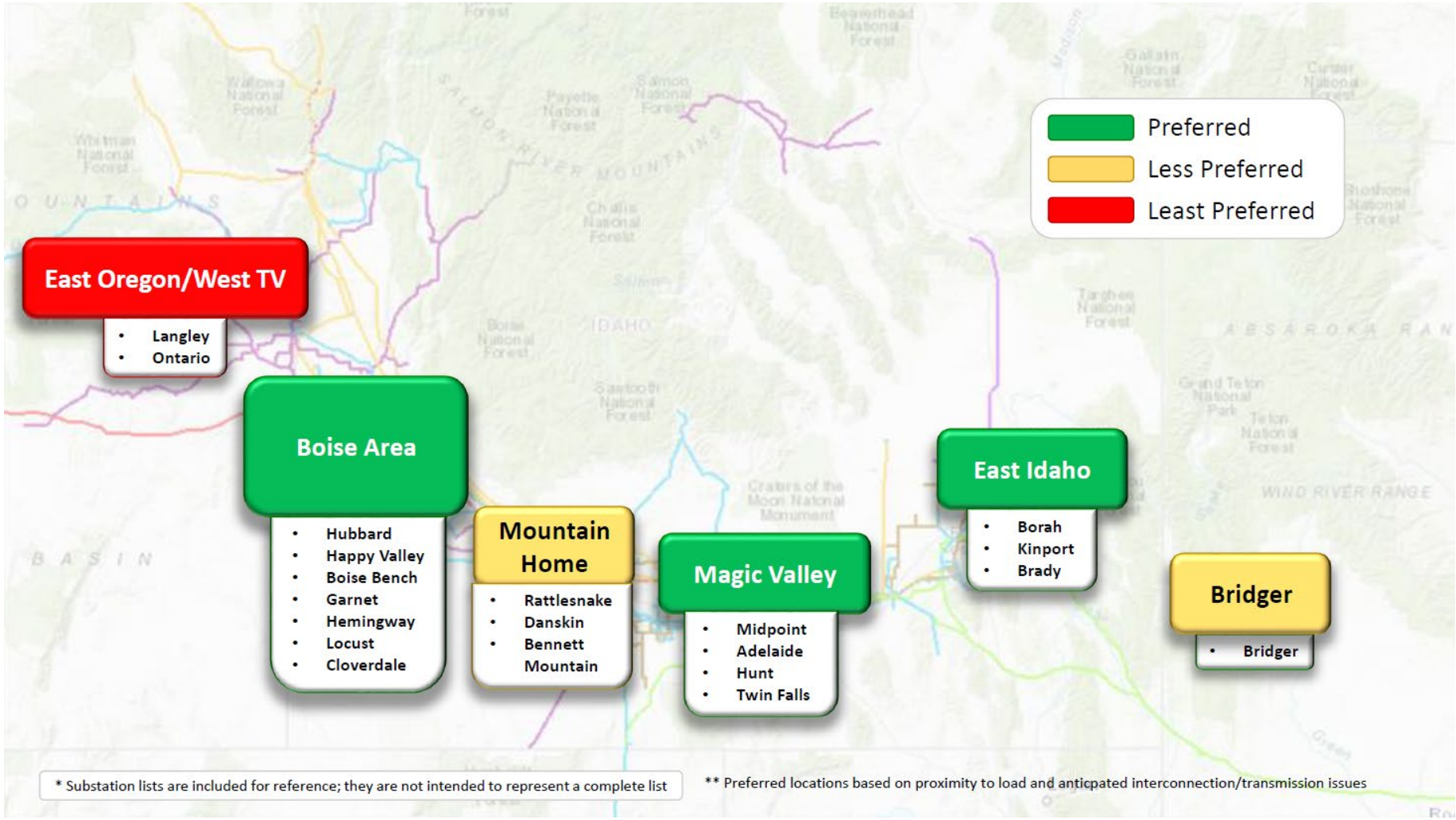

EXHIBIT D – Information on Most Valuable Hours

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

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

Most Valuable Hours

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

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

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

EXHIBIT E – Draft Form Term Sheet

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

EXHIBIT F – BESS Technical Specifications

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

EXHIBIT G – Solar Technical Specifications

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

EXHIBIT H – Wind Technical Specifications

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

EXHIBIT I – Mutual Non-Disclosure Agreement

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

EXHIBIT J - Counterparty Financial Questionnaire

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

EXHIBIT K – Draft Form Letter of Credit

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

End of Document

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing document on the parties to Dockets LC 74 and UE 233, Idaho Power's previous IRP filing and rate case, on the date indicated by email addressed to said person(s) at his or her last-known address(es) indicated below.

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DATED: December 9, 2021

/s/ Alisha Till
Alisha Till
Paralegal