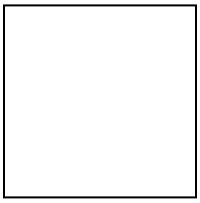
Request for Proposals
Base Load Resources

Appendices, Attachments and Forms



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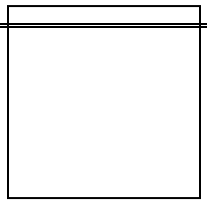
APPENDICES

Request for Qualification (RFQ) Bid Form for Request for Proposal

Due ~~November~~ December X, 2006

Complete Appendices A and B



Request for Qualification ~~(RFQ)~~ Bid Form for RFP ~~2012~~

This Request for Qualification ("RFQ") is comprised of Appendices~~x~~ A and B ~~Appendix B of~~ which both must be fully completed and submitted by ~~November~~ December X, 2006 to the Independent Evaluators ("IEs") in order to participate in PacifiCorp's RFP ~~2012~~.

This is to declare that the undersigned intends to respond to PacifiCorp's Request for Proposals Base Load~~, Electric~~ Resources ("RFP" ~~2012~~).

Please include:

Company:	
Mailing Address:	
Phone:	
~~Phone:~~ Fax:	
Email:	
Contact Person:	
Authorized Signature:	
Date:	

Return five (5) copies of all completed RFQ forms by ~~FedEx Mail~~federal express by ~~November~~ December X, 2006 to both:

Independent Evaluator Utah
Merrimack Energy Group, Inc.: PacifiCorp RFP
c/o Utah Division of Public Utilities
160 E 300 S, 4th floor
Salt Lake City, Utah 84111

and

Independent Evaluator Oregon
[Insert Name Once Selected]: PacifiCorp RFP
c/o Oregon Public Utility Commission
550 Capitol Street, N.E. Suite 215
Salem, OR 97301~~Attention: Independent Evaluator~~
~~Merrimack Energy Group, Inc.: PacifiCorp RFP 2012~~
~~c/o Utah Division of Public Utilities~~
~~160 E 300 S, 4th floor~~
~~Salt Lake City, Utah 84111~~

The RFQ consists of ~~Appendix~~ Appendices A and ~~Appendix~~ B. Both Appendices **must be completed in their entirety.** Bidders must be able to demonstrate their credit, capability, experience and qualification to deliver, along with specific references for each and every selected Eligible ~~Reference~~ Resource Alternative~~resource option~~ being submitted in response to the RFP ~~2012~~.

PacifiCorp reserves the right, ~~without~~ following consultation with the IEs~~qualification and in their sole discretion~~, to reject as non-responsive any, all, or portions of bid proposals received for failure to meet any requirement of this RFP ~~2012~~. PacifiCorp also reserves the right to request that the IEs ~~-~~contact any Bidder for additional information. PacifiCorp further reserves the right without qualification and in their sole discretion to decline to enter into any Agreement with any Bidder for any reason.

RFQ Bid Form

Appendix A: Bidder's Qualification Capability and Experience

~~2012~~

~~Appendix A~~

~~Bidder's Qualification, Capability~~

~~and Experience~~

1. ~~1.~~ ELIGIBLE RESOURCE ALTERNATIVES

Bidder must submit a separate form for each Eligible Resource Alternative it ~~is going~~plans to submit. Each Eligible Resource Alternative will ~~have~~ be assigned a separate ~~B~~bid number by the IEs. Bidder must select by marking with an "X" only one of the following Eligible Resource Alternatives ~~which is~~as described in Section C.1 of the RFP ~~2012~~. To the extent the Bidder submits a proposal that is different than the one checked~~,~~ in the RFQ~~,~~, PacifiCorp reserves the right ~~not t~~to ~~accept~~ reject the RFP ~~Proposal~~bid proposal.

□ Power Purchase Agreement

□ Tolling Agreement

□ Asset Purchase and Sale Agreement on Bidder's Site

□ Asset Purchase and Sale Agreement on PacifiCorp's Site

□ Currant Creek _____ □ Lake Side

□ Engineering, Procurement and Construction Contract (EPC) (Currant Creek site only)

□ Purchase of an existing ~~F~~facility

□ Purchase of a portion of a facility, jointly owned or operated by PacifiCorp

□ Restructure of an existing Power Purchase Agreement

□ Restructure of an existing Exchange Agreement

□ Buyback of an existing Sales Agreement

□ IGCC Proposal

□ Asset Purchase Agreement on Bidder's Site

□ Tolling Service Agreement

□ Power Purchase Agreement

□ Power Purchase Agreement

□ Geothermal

□ Biomass

□ Load Curtailment

□ Qualifying Facility

~~□ Load Curtailment~~

Full Legal Name of Seller:	
Full Legal Name of Guarantor:	
Commercial Contact:	
Title:	
Office Phone:	
Cell Phone:	
Email Address:	
Credit Contact:	
Title:	
Office Phone:	
Cell Phone:	
Email Address:	
Legal Contact:	
Title:	
Office Phone:	
Cell Phone:	
Email Address:	
Proposed Project (As applicable but not limited to the project submitted.)	• Commercial Operation Date ~~)~~ _____ • Size ~~(100 MW minimum)~~ _____ • Location and Delivery Point _____ • Fuel (Coal, Gas or Other) _____ • Technology (e.g. simple cycle gas-fired, combined cycle gas-fired sub-critical coal-fired Rankin cycle, super-critical coal-fired Rankin cycle, Integrated Gasification, Coal Gasification, etc.) ~~Technology (e.g. LM 6000, CT, CCGT, etc.)~~ _____ • New, Repowered or Relocated _____ • Status of Project ~~d~~Development and Eengineering ~~–~~ _____ • Status of Construction and Air Applications and Permits _____ • Status of Electric Interconnection Request and Studies _____ • Status of Gas System Interconnection Agreements _____ • Status of Coal Supply Agreements _____ • Other Information _____ ~~her Information~~ _____

2. BIDDER QUALIFICATIONS

Please complete and/or provide documentation on the following sections listed below

1. Corporate structure and primary and secondary businesses

2. Location of offices

3. Provide a list of the officers of the company and provide the ~~B~~biographies of key officers

4. Please provide documentation of your company's previous experience ~~providing~~ developing/operating the p~~P~~roposed Eligible ~~resource~~ Resource Alternative over the last three (3) to five (5) years. Please provide a list of all projects developed, operated and/or financed during this same timeframe including the name of the project, location of each project, the project type and technology, project size, fuel source(s), commercial operation date, date financed, project partners and power purchasers.

5. Please provide ~~A~~at least one reference or contact (name and telephone number) for each project or power supply venture (for reference purposes) the Bidder has entered into as identified in item 4 above.

6. Please provide a~~D~~ description of any current or previous contract dispute(s) involving similar projects in which the Bidder is or was involved during the last five (5) years.

7. Please provide ~~separate~~ a list of the members of the project team for the projects identified in item 4 above. For each project, please briefly describe the role and responsibilities of the Bidder along with the roles and responsibilities of other project partners or team members.~~descriptions, as appropriate, for each member of a consortium or partnership of two or more firms and the relationship between the firms for this Proposal.~~

8. For the project proposed, please provide an organizational chart for the project which lists the project participants and consultants and identifies the management structure and responsibilities.

3. ~~-~~BIDDER EXPERIENCE

In the case where a ~~-~~bid contains a proposal to develop a new project or expand an existing project ~~-~~please describe the ~~status~~ types of agreements necessary for successful project development and identify the status of all activities necessary to either fully develop and/or implement the project, such as negotiations for partnership agreements, equipment supplier agreements, and EPC agreements, fuel supply agreements, if applicable, permitting, financing, etc. Provide documentation regarding the contractual relationship between the Bidder and any vendor. Indicate the status of any arrangements between the Bidder and vendor regarding the above agreements or any other agreements. **Any and all contingencies must be described in detail.**

If the Bidder cannot demonstrate to the Company's reasonable satisfaction that the Bidder possesses the requisite expertise and experience in providing or operating the Eligible Resource Alternatives, proposed by the Bidder, the Company, after ~~consulting~~ consultation with the IE, reserves the right to exclude the Bidder from the RFP process.

~~4. BIDDER CAPABILITY~~

~~Site Description and Control~~

~~Provide the following information:~~

~~If the Bidder cannot demonstrate to the Company's reasonable satisfaction that the Bidder possesses the capability to provide the Eligible Resources, proposed by the Bidder, the Company, after consulting with the IE, reserves the right to exclude the Bidder from the RFP process~~

~~RFQ 2012 Bid Form~~ Appendix B: Bidder's Credit Information

~~Appendix B~~

~~Credit and Credit Matrix~~Bidder's Credit Information

RFQ Bid Form
Appendix B: Bidder's Credit Information

BIDDER'S CREDIT INFORMATION AND CREDIT MATRIX

Please provide the following information ~~so~~ to enable PacifiCorp ~~can~~ to evaluate the financial viability of the Bidder or any entity providing credit assurances on behalf of the Bidder.

Bidder's Credit Information

1. Credit information for Bidder

A. Exact~~,~~ legal name and address of Bidder:

B. Debt Ratings from S&P and/or Moody's (please provide senior unsecured long term debt rating (or corporate rating if a debt rating is unavailable). Please indicate type of rating, rating, and source:

C. Please attach copies of audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.

Fiscal Year End:

D. Identify pending legal disputes (describe):

E. Please state whether Bidder is or has within the past five (5) years been the debtor in any bankruptcy proceeding.

F. If Bidder is unable to provide audited financial statements or is relying upon another entity to provide credit assurances on its behalf, Bidder must indicate so here and complete the following section.

Is Bidder unable to provide audited financial statements?
Is Bidder relying upon another entity to provide credit assurances on Bidder's behalf?

G. Bidder should demonstrate their ability (and/or the ability of their credit support provider) to provide the required security, including its plan for doing so (including type of security, sources of security, and a description of its credit support provider).

H. Bidder should provide a reasonable demonstration of their ability to finance the proposed project based on past experience and a sound financial plan identifying the proposed sources for debt and equity and evidence the project is financeable.

2. Credit information for entity providing credit assurances on behalf of Bidder (if applicable)

A. Exact~~,~~ legal name and address of entity providing credit assurances on behalf of Bidder:

B. Describe relationship to Bidder and describe type of credit assurances to be provided (e.g. parental guaranty, letter of credit, etc.). Bidder must provide a letter of commitment from the entity providing the credit assurances on behalf of the Bidder executed by an authorized signatory and indicating the amount and form of credit assurances it will provide.

C. Debt Ratings from S&P and/or Moody's (please provide senior unsecured long term debt rating (or corporate rating if a debt rating is unavailable). Please indicate type of rating, rating, and source:

D. Please attach copies of audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.

Fiscal Year End:

E. Pending legal disputes (describe):

~~F.~~F. Please state whether entity providing credit assurances on behalf of the Bidder is or has within the past five (5) years been the debtor in any bankruptcy proceeding.

CREDIT MATRIX

The Bidder should utilize the Credit Matrix to determine the maximum credit assurance requirements based on its credit rating and the size and type of Eligible Resource Alternative bid. The Bidder will be required to demonstrate the ability to post any required credit assurances in the form of a comfort letter from a proposed guarantor or from a financial institution that would be issuing a Letter of Credit.

The amount of any credit assurances to be provided will be determined based upon:

~~the~~ a) the Credit Rating in the Credit Matrix of either the Bidder or the entity providing credit assurances on behalf of the Bidder, b) the size of the project, and c) the type of Eligible Resource Alternative. The Credit Rating will be the lower of: x) the most recently published senior, unsecured long term debt rating (or corporate rating if a debt rating is unavailable) ~~form~~ from Standard & Poor's (S&P) or y) the most recently published senior, unsecured debt rating (or corporate rating if a debt rating is unavailable) from Moody's Investor Services.

If option x) or y) is not available, the Credit Rating will be determined by PacifiCorp Credit through an internal process review utilizing a proprietary credit scoring model developed in conjunction with ~~S&P~~a third party. All Bidders will receive a Credit Rating which will determine the ~~Amount of Unsecured Credit~~maximum value of any credit assurances to be posted. Please note that should a Bidder be an existing counterparty with PacifiCorp, PacifiCorp reserves the right to protect itself from counterparty credit concentration risk and require credit assurance in addition to those outlined in the Credit Matrix.

Credit Appendix B for RFP ~~2012-2014~~

Credit Matrices Notes

- Columns contain m~~M~~aximum ~~V~~value of ~~C~~credit ~~A~~assurances to be ~~Posted~~ posted for each range of MW for a 2012-20~~14~~13 ~~Resource~~resource
- Based on ~~Size~~ size and ~~Type~~ type of Eligible Resource Alternative ~~Bid~~bid
- For projects between 5-10 years the amount of credit assurances required may be adjusted.

RFP 2012
Credit Appendix B for RFP 2012-2013
Credit Matrix
Maximum Value of Credit Assurances to be Posted for each range of MW for a 2012 Resource
Based on Size and Type of Resource Alternative Bid

For Eligible Resource Alternatives 3, 4, 5, 6 and 7

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700
Credit Rating													
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$21,929,500
BBB/Baa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$20,801,750	$29,511,000	$38,220,250	$46,929,500
BBB-/Baa3	$0	$0	$0	$0	$0	$10,964,750	$19,674,000	$28,383,250	$37,092,500	$45,801,750	$54,511,000	$63,220,250	$71,929,500
Below BBB-/Baa3	$17,418,500	$26,127,750	$34,837,000	$43,546,250	$52,255,500	$60,964,750	$69,674,000	$78,383,250	$87,092,500	$95,801,750	$104,511,000	$113,220,250	$121,929,500

For Eligible Resource Alternatives 1, 2, 8, 9 and 10 (ASSET BACKED)

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700
Credit Rating													
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$21,929,500
BBB/Baa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$20,801,750	$29,511,000	$38,220,250	$46,929,500
BBB-/Baa3	$0	$0	$0	$0	$0	$10,964,750	$19,674,000	$28,383,250	$37,092,500	$45,801,750	$54,511,000	$63,220,250	$71,929,500
Below BBB-/Baa3	$17,418,500	$26,127,750	$34,837,000	$43,546,250	$52,255,500	$60,964,750	$69,674,000	$78,383,250	$87,092,500	$95,801,750	$104,511,000	$113,220,250	$121,929,500

For Eligible Resource Alternatives 1, 2, 8, 9 and 10 (NON ASSET BACKED)

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700
Credit Rating													
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$42,127,800
BBB/Baa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$68,814,700	$143,252,400	$217,690,100	$292,127,800
BBB-/Baa3	$0	$0	$0	$0	$0	$21,063,900	$95,501,600	$169,939,300	$244,377,000	$318,814,700	$393,252,400	$467,690,100	$542,127,800
Below BBB-/Baa3	$148,875,400	$223,313,100	$297,750,800	$372,188,500	$446,626,200	$521,063,900	$595,501,600	$669,939,300	$744,377,000	$818,814,700	$893,252,400	$967,690,100	$1,042,127,800

For Eligible Resource Alternative 11(a)

	For a term of greater than 10 years			
Size of Nameplate bid in MW ==>	**Up to 25**	**26 to 50**	**51 to 75**	**76 to 100**
Credit Rating				
AAA/Aaa and above	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0
A/A2	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0
BBB/Baa2	$0	$0	$0	$0
BBB-/Baa3	$0	$0	$0	$0
Below BBB-/Baa3	$37,218,850	$74,437,700	$111,656,550	$148,875,400

Note 1: For Eligible Resource 11(a), the amount of credit assurances required in $/kW equates to $1,489/kW. Please note that the amount of credit assurances required for this resource type represents an "up to" amount depending on the terms of the curtailment and whether there is an acceptable physical asset behind the agreement.

RFP 2013
Credit Appendix B for RFP 2012-2013
Credit Matrix
Maximum Value of Credit Assurances to be Posted for each range of MW for a 2013 Resource
Based on Size and Type of Resource Alternative Bid

For Eligible Resource Alternatives 3, 4, 5, 6 and 7

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700
Credit Rating													
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0	$0	$0	$0	$0	$20,287,000	$29,815,700	$39,344,400	$48,873,100	$58,401,800
BBB/Baa2	$0	$0	$0	$0	$0	$0	$19,979,600	$29,508,300	$39,037,000	$48,565,700	$58,094,400	$67,623,100	$77,151,800
BBB-/Baa3	$0	$0	$0	$10,143,500	$19,672,200	$29,200,900	$38,729,600	$48,258,300	$57,787,000	$67,315,700	$76,844,400	$86,373,100	$95,901,800
Below BBB-/Baa3	$19,057,400	$28,586,100	$38,114,800	$47,643,500	$57,172,200	$66,700,900	$76,229,600	$85,758,300	$95,287,000	$104,815,700	$114,344,400	$123,873,100	$133,401,800

For Eligible Resource Alternatives 1, 2, 8, 9 and 10 (ASSET BACKED)

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700
Credit Rating													
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0	$0	$0	$0	$0	$20,287,000	$29,815,700	$39,344,400	$48,873,100	$58,401,800
BBB/Baa2	$0	$0	$0	$0	$0	$0	$19,979,600	$29,508,300	$39,037,000	$48,565,700	$58,094,400	$67,623,100	$77,151,800
BBB-/Baa3	$0	$0	$0	$10,143,500	$19,672,200	$29,200,900	$38,729,600	$48,258,300	$57,787,000	$67,315,700	$76,844,400	$86,373,100	$95,901,800
Below BBB-/Baa3	$19,057,400	$28,586,100	$38,114,800	$47,643,500	$57,172,200	$66,700,900	$76,229,600	$85,758,300	$95,287,000	$104,815,700	$114,344,400	$123,873,100	$133,401,800

For Eligible Resource Alternatives 1, 2, 8, 9 and 10 (NON ASSET BACKED)

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700
Credit Rating													
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0	$0	$0	$0	$0	$51,717,000	$131,888,700	$212,060,400	$292,232,100	$372,403,800
BBB/Baa2	$0	$0	$0	$0	$0	$0	$78,873,600	$159,045,300	$239,217,000	$319,388,700	$399,560,400	$479,732,100	$559,903,800
BBB-/Baa3	$0	$0	$0	$25,858,500	$106,030,200	$186,201,900	$266,373,600	$346,545,300	$426,717,000	$506,888,700	$587,060,400	$667,232,100	$747,403,800
Below BBB-/Baa3	$160,343,400	$240,515,100	$320,686,800	$400,858,500	$481,030,200	$561,201,900	$641,373,600	$721,545,300	$801,717,000	$881,888,700	$962,060,400	$1,042,232,100	$1,122,403,800

For Eligible Resource Alternative 11(a)

	For a term of greater than 10 years			
Size of Nameplate bid in MW ==>	**Up to 25**	**26 to 50**	**51 to 75**	**76 to 100**
Credit Rating				
AAA/Aaa and above	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0
A/A2	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0
BBB/Baa2	$0	$0	$0	$0
BBB-/Baa3	$0	$0	$0	$0
Below BBB-/Baa3	$40,085,850	$80,171,700	$120,257,550	$160,343,400

Note 1: For Eligible Resource 11(a), the amount of credit assurances required in $/kW equates to $1,603/kW. Please note that the amount of credit assurances required for this resource type represents an "up to" amount depending on the terms of the curtailment and whether there is an acceptable physical asset behind the agreement.

Note 2: For projects between 5 -10 years the amount of credit assurances required may be adjusted.

For Eligible Resources B3, B4, B5, B6 and B7

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700	701-750	751-800	801-850	851-900	901-940
Credit Rating																		
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
																	$0	$0
																	$0	$0
																	$0	$0
																	$0	$0
																	$0	$0
																	$0	$0
																0	$56,766,500	$63,733,900
																0	$81,766,500	$88,733,900
																0	$106,766,500	$113,733,900
																60	$156,766,500	$163,733,900

For Eligible Resources B1, B2 and B8 (ASSET BACKED)

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700	701-750	751-800	801-850	851-900	901-940
Credit Rating																		
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
																	$0	$0
																	$0	$0
																	$0	$0
																	$0	$0
																	$0	$0
																	$0	$0
																0	$56,766,500	$63,733,900
																0	$81,766,500	$88,733,900
																0	$106,766,500	$113,733,900
																60	$156,766,500	$163,733,900

For Eligible Resources B1, B2 and B8 (NON ASSET BACKED)

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700	701-750	751-800	801-850	851-900	901-940
Credit Rating																		
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$42,127,800	$116,565,500	$191,003,200	$265,440,900	$339,878,600	$399,428,760
BBB/Baa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$68,814,700	$143,252,400	$217,690,100	$292,127,800	$366,565,500	$441,003,200	$515,440,900	$589,878,600	$649,428,760
BBB-/Baa3	$0	$0	$0	$0	$0	$21,063,900	$95,501,600	$169,939,300	$244,377,000	$318,814,700	$393,252,400	$467,690,100	$542,127,800	$616,565,500	$691,003,200	$765,440,900	$839,878,600	$899,428,760
Below BBB-/Baa3	$148,875,400	$223,313,100	$297,750,800	$372,188,500	$446,626,200	$521,063,900	$595,501,600	$669,939,300	$744,377,000	$818,814,700	$893,252,400	$967,690,100	$1,042,127,800	$1,116,565,500	$1,191,003,200	$1,265,440,900	$1,339,878,600	$1,399,428,760

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Siz in M				76 to 100
Cre				
AA/				$0
AA-				$0
AA/Aa2	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0
A/A2	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0
BBB/Baa2	$0	$0	$0	$0
BBB-/Baa3	$0	$0	$0	$0
Below BBB-/Baa3	$37,218,850	$74,437,700	$111,656,550	$148,875,400

~~For projects between 5-10 years the credit may be adjusted.~~

PacifiCorp

in MW ==>														651-700	701-750
Credit Rating															
	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
														$0	$0
														$0	$0
														$0	$0
														58,401,800	$67,930,500
														77,151,800	$86,680,500
														95,901,800	$105,430,500
														.33,401,800	$142,930,500

in MW ==>														651-700	701-750
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
														$0	$0
														$0	$0
														$0	$0
														$0	$0
														58,401,800	$67,930,500
														77,151,800	$86,680,500
														95,901,800	$105,430,500
														.33,401,800	$142,930,500

in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	651-700	701-750
Credit Rating														
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0	$0	$0	$0	$0	$51,717,000	$131,888,700	$212,060,400	$292,232,100	$372,403,800	$452,575,500
BBB/Baa2	$0	$0	$0	$0	$0	$0	$78,873,600	$159,045,300	$239,217,000	$319,388,700	$399,560,400	$479,732,100	$559,903,800	$640,075,500
BBB-/Baa3	$0	$0	$0	$25,858,500	$106,030,200	$186,201,900	$266,373,600	$346,545,300	$426,717,000	$506,888,700	$587,060,400	$667,232,100	$747,403,800	$827,575,500
Below BBB-/Baa3	$160,343,400	$240,515,100	$320,686,800	$400,858,500	$481,030,200	$561,201,900	$641,373,600	$721,545,300	$801,717,000	$881,888,700	$962,060,400	$1,042,232,100	$1,122,403,800	$1,202,575,500

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For Eligible Resource B9a)

	For a term of greater than 10 years			
Size of Nameplate bid in MW ==>	**Up to 25**	**26 to 50**	**51 to 75**	**76 to 100**
Credit Rating				
AAA/Aaa and above	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0
A/A2	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0
BBB/Baa2	$0	$0	$0	$0
BBB-/Baa3	$0	$0	$0	$0
Below BBB-/Baa3	$40,085,850	$80,171,700	$120,257,550	$160,343,400

- ~~For projects between 5-10 years the credit may be adjusted.~~

~~RFP 2014 Credit Matrices~~

For Eligible Resources B3, B4, B5, B6 and B7

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551
Credit Rating											
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
BBB+/Baa1	$0	$0	$0	$17,606,750	$28,628,100	$39,649,450	$50,670,800	$61,692,150	$72,713,500	$83,734,850	$94,7
BBB/Baa2	$0	$0	$15,960,400	$26,981,750	$38,003,100	$49,024,450	$60,045,800	$71,067,150	$82,088,500	$93,109,850	$104,
BBB-/Baa3	$0	$14,314,050	$25,335,400	$36,356,750	$47,378,100	$58,399,450	$69,420,800	$80,442,150	$91,463,500	$102,484,850	$113,
Below BBB-/Baa3	$22,042,700	$33,064,050	$44,085,400	$55,106,750	$66,128,100	$77,149,450	$88,170,800	$99,192,150	$110,213,500	$121,234,850	$132,

For Eligible Resources B1, B2 and B8 (ASSET BACKED)

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551
Credit Rating											
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
~~AA-/Aa3~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
BBB+/Baa1	$0	$0	$0	$17,606,750	$28,628,100	$39,649,450	$50,670,800	$61,692,150	$72,713,500	$83,734,850	$94,7
BBB/Baa2	$0	$0	$15,960,400	$26,981,750	$38,003,100	$49,024,450	$60,045,800	$71,067,150	$82,088,500	$93,109,850	$104,
BBB-/Baa3	$0	$14,314,050	$25,335,400	$36,356,750	$47,378,100	$58,399,450	$69,420,800	$80,442,150	$91,463,500	$102,484,850	$113,
Below BBB-/Baa3	$22,042,700	$33,064,050	$44,085,400	$55,106,750	$66,128,100	$77,149,450	$88,170,800	$99,192,150	$110,213,500	$121,234,850	$132,

For Eligible Resources B1, B2 and B8

Size of Nameplate bid in MW ==>	100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551
Credit Rating											
AAA/Aaa and above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
AA+/Aa1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
AA/Aa2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
AA-/Aa3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
A+/A1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
A/A2	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
A-/A3	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
BBB+/Baa1	$0	$0	$0	$26,465,750	$106,758,900	$187,052,050	$267,345,200	$347,638,350	$427,931,500	$508,224,650	$588,
BBB/Baa2	$0	$0	$39,922,600	$120,215,750	$200,508,900	$280,802,050	$361,095,200	$441,388,350	$521,681,500	$601,974,650	$682,
BBB-/Baa3	$0	$53,379,450	$133,672,600	$213,965,750	$294,258,900	$374,552,050	$454,845,200	$535,138,350	$615,431,500	$695,724,650	$776,
Below BBB-/Baa3	$160,586,300	$240,879,450	$321,172,600	$401,465,750	$481,758,900	$562,052,050	$642,345,200	$722,638,350	$802,931,500	$883,224,650	$963,

For Eligible Resource B9a)

	For a term of greater than 10 years			
Size of Nameplate bid in MW ==>	**Up to 25**	**26 to 50**	**51 to 75**	**76 to 100**
Credit Rating				
AAA/Aaa and above	$0	$0	$0	$0
AA+/Aa1	$0	$0	$0	$0
AA/Aa2	$0	$0	$0	$0
AA-/Aa3	$0	$0	$0	$0
A+/A1	$0	$0	$0	$0
A/A2	$0	$0	$0	$0
A-/A3	$0	$0	$0	$0
BBB+/Baa1	$0	$0	$0	$0
BBB/Baa2	$0	$0	$0	$0
BBB-/Baa3	$0	$0	$0	$0
Below BBB-/Baa3	$40,146,575	$80,293,150	$120,439,725	$160,586,300

~~For projects between 5-10 years the credit may be adjusted.~~

RFP
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Appendix C:
Information Required in Bid Proposals for each Eligible Resource Alternative

Appendix C-1: Power Purchase Agreements and Tolling Agreements

~~## Appendix C-1~~

~~## Power Purchase Agreements and Tolling Agreements~~

Information Required in Bid Proposals

In general, PacifiCorp expects Bidders to provide any information that could impact the cost, reliability, dispatch frequency, or output capability of a resource. In the event a Bidder is proposing a transaction that does not require the construction of a resource, much of the following information may not apply. PacifiCorp believes these resource attributes largely consist of, but may not be limited to, the following information categories:

Impact of Temperature on Output – If Project output will vary with ambient conditions, capacity, and any associated performance impact, should be stated in terms of conditions expected during a summer day, with ambient air conditions of 95°F and 20% relative humidity, and a winter day with ambient conditions of 20°F and 75% relative humidity. The Bidder will complete Table C-1.1 showing output at specific ambient conditions, with and without duct firing and/or power augmentation, if applicable. To the extent pricing, capacity and/or availability vary based on specific characteristics of the facility, the Bidder shall clearly identify those relationships in tabular form.

Impact of Other Factors on Output – PacifiCorp prefers generation facilities designed, permitted, and operated so that, to the extent practicable, the proposed capacity and any related energy provided to PacifiCorp is not restricted by:

- Environmental permits or other environmental limitation or environmental forfeitures
- Hours of operation
- Sales of capacity or energy to other parties
- Interruption of primary fuel supply
- Sale of thermal energy
- Any other factor relevant to the technology (noise, agreements with neighbors, etc.)
- Bidders shall describe in detail any such limitations in their Proposal
- Ability to provide additional capacity over the net capable rating
- Non-environmental or technology factors that could encumber the facility
- Water availability

Siting – Bidders are responsible for all construction and coordination with the applicable service provider(s) for any new electrical transmission and fuel transportation facilities

required in response to this RFP. Bidders are responsible for satisfying all zoning and environmental requirements.

Bidders should provide the following information:

- Address of the site where the Project will be located (the "Project Site")
- Name of the existing facility at the Project site, if any
- Copies of maps showing the boundaries of the Project Site and key facilities, including any off-sites (fuel, water, wastewater, and electrical interconnection). List and provide a copy of documentation establishing that the Seller has and/or will have site control for the entire term of the Definitive Agreements.
- If Seller does not have site control as of the date of this Offer Sheet, Seller must describe in detail how it plans to obtain site control by the first date of the Term of the Definitive Agreements, including a description of the current status of any negotiations regarding the Project Site and a timeline of when Seller will have site control.
- Status of permits or process applicable to the Project. If the Bidder has not secured permits, the Bidder is required to provide a list of all permits required and a plan for securing the permits.
- Emissions offsets and credits required and how these will be obtained.
- Source and availability of water supply. Provide agreements for water rights if the Bidder has already obtained such rights. If the Bidder does not control water rights, provide a plan for securing such rights.
- Right-of-ways. Provide a list of any right-of-ways secured by the Bidder. If the Bidder has not secured right-of-ways, provide a list of the right-of-ways required and a plan for securing such right-of-ways.
- Critical Path Schedule. Provide a critical path schedule with important events and activities from the selection of the proposal to commercial operation date. Bidders should identify activities on the critical path along with the time required to complete each activity.
- Fuel Access. Provide a description of the fuel supply/transportation infrastructure accessible to the project site and provide a plan/strategy for securing and delivering the fuel from the source to the plant.

Facility Information – To the extent applicable, the Bidder should clarify the following information with respect to any proposed facility:

- Proposed air emissions (all criteria pollutants and air toxics), description of emission controls, description of plan to acquire any required emission offsets, and description of criteria used to determine requirement.
- List of required environmental, construction, and other regulatory permits and timeline for acquisition.
- Proposed water usage quantity, quality and source.
- Proposed water discharge quantity and quality, plus description of water discharge plan.
- Receiving water body identity and description
- Description of local groundwater quality, quantity, uses, and potential impacts.
- Prevailing noise ordinance at the site and expected sound level (A-weighted) at full load at the site boundary.
- Proposed noise levels and description of noise baffles and stack silencing equipment.
- Proposed site plans, layouts, elevations and other aspects of the facility.
- Types of transportation access required.
- Characterization of the area surrounding the site, including a description of local zoning, flood plain information (100 yr. & 500 yr.), existing land use and setting (woodlands, grasslands, agriculture, etc.).
- Information of fish, wildlife and vegetation inhabiting the area of the Project.
- Proximity to nearest endangered or threatened species which could be potentially impacted.
- Proximity to nearest historical or archaeological resources and all nearby historical or archaeological resources which could potentially be impacted.
- Location and distance to population centers which could be impacted.
- Expected site ambient temperature extremes and verification that freeze protection will be provided as necessary.

Fuel Transportation Route Information – To the extent applicable, the Bidder should clarify any relevant information with respect to fuel transportation route information for any proposed site:

- Proposed new fuel transportation route(s).
- Estimated impact on wetlands (e.g., length of route through wetland).
- Describe land use impacts.
- Descriptions of stream crossings.

- Characterization of the area encompassing the fuel transportation route, including a description of existing land use and setting.

Proposal Format – As mentioned above, Bidders are being asked to submit a "blinded" bid in such a format that the identity of the Bidder is not apparent. In doing so, PacifiCorp is requesting that Bidders ~~confirm~~ conform to the following format for presenting their bid information:

Section 1 – Executive Summary of Proposal – The Executive Summary section should provide an overall description of the proposal and its key benefits and advantages to PacifiCorp. It should include a general description of the technology, location, and business arrangement for the bid. Bidder shall state the period under which the terms and conditions of their Proposal will remain effective.

Section 2 – Resource Description – This section should include a description of the resource, including:

- Type of generation equipment and description including turbine, steam generator, emission control equipment, gasifier, cooling equipment, etc.
- Manufacturers of major equipment
- Model number, serial number and age of any previously owned/operated, or "grey market" equipment
- Type of heat rejection equipment (cooling towers, ponds, Air-Cooled Condenser, etc.)
- Project design elements that have been included for the separation and capture of carbon emissions. Identify feasible options if not included in project design
- Strategy for maintaining environmental compliance
- Source of process and/or cooling water
- Wastewater disposal plan
- Water ~~Balance~~balance
- Description of financing plan
- Description of operation and maintenance plan
- Plan for site control
- Site layout description
- Description of technology and configuration
- Net Capacity ratings and net heat rates at ambient conditions as specified in Table C-1.1.
- Primary fuel supply and backup alternatives
- Electrical interconnection (location, transmission provider, and control area)
- Description of emission control technology, including manufacturer
- Any limits on hours of operation in a particular mode (i.e., combined cycle, duct firing, power augmentation, or combination thereof)
- Any limits on emissions

- Project schedule, listing tasks and milestones with estimated completion dates. Bidders shall also complete Exhibit 1 to document technical aspects of their Proposal
- Startup Time for Cold, Warm and Hot Starts. A Cold Start is defined as a shutdown of the generating equipment for 48 hours or longer. A Warm Start is defined as a startup within 48 hours of a shutdown. A Hot Start is defined as a start within 8 hours of a shutdown. Bidder should provide its own definitions if different. For this information Startup Times requested may be for the time to minimum sustainable load and time to full load, without duct firing or power augmentation.
- Guarantee and expected degradation curves (kW and heat rate)
- Guaranteed availability and reliability
- Long Term Outage Plan
- Anticipated on-site gas compression, if applicable.
- Size and levels of redundancy for all major process equipment and material handling facilities (i.e. major pumps, fans, compressors, storage tanks, mills)
- Design basis for the resource
- Material b~~B~~alance
- Solid waste disposals.

Section 3 – Pricing Proposal – Describe in detail the pricing proposal, including the use of any index, escalation factors, or other costs to PacifiCorp. Proposed dates, amounts, and detailed milestone descriptions justifying payments are required.

Section 4 – Transmission – Each Proposal must include a description of the location of its proposed transmission facilities, including proposed delivery points, and must specify the transmission provider and all applicable costs.

Section 5 – Environmental and Siting – The Bidder is exclusively and entirely responsible for meeting and satisfying all federal, state, and local permits, licenses, approvals and/or variances that are required to assure physical delivery of capacity and associated energy in accordance with any PPA or Tolling transaction. Bidder must furnish applicable detailed project site, electric transmission, and fuel transportation information, a description of all required permits, and a project timeline so PacifiCorp can assess site suitability, schedule risk and project viability. The proposed site(s) shall clearly be shown on a United States Geological Survey (USGS) 7.5-minute series map.

Section 6 – Other Information

Fuel – Bidders should describe their fuel supply plan and the extent to which they desire to provide fuel and transportation and other fuel-related services, including fuel price management (hedging) or a tolling fee in which PacifiCorp will be responsible for all the fuel and fuel-related costs. PacifiCorp's preference is for proposals that address its need for reliability, management of price risk, and meeting the operations. If the energy cost

portion of the Bidder's terms includes a fuel cost component, the Bidder shall explain its proposed fuel supply program.

Dispatchability – Describe any constraints and/or limitations on PacifiCorp's ability to dispatch the generation and any ability of PacifiCorp to utilize the resource for operating reserves.

Technical Data – Technical data as requested in Exhibit 1 of this Appendix.

Section 7 – Contract Terms – Bidder shall provide a comprehensive listing/description of all material contract terms in the ~~PacifiCorp~~ Proforma PPA or TSA, including appendices, that the Bidder would seek to modify during contract negotiations. Bidder ~~to~~ shall identify any and all PacifiCorp obligations not specifically outlined in the referenced agreements.

EXHIBIT 1 TO APPENDIX C-1

TECHNICAL DATA

Site Location _____

Net Capacity at 95ºF, 20% Relative Humidity, and at Site Conditions is _____MW

Site Elevation: _____ Feet

Maximum water consumption is _____ gallons per minute.

Expected water consumption is _____ acre-feet per year.

Weighted Average Raw Water Consumption is _____ gallons per minute.

Minimum Sustainable Load at above conditions _____ MW

Automatic Generation Control (AGC) capable: Yes ____ No _____.

If yes then the AGC range at above conditions is _____ MW to _____ MW.

Maximum number of starts per day is _____, per month _____, per year _____.

If applicable, maximum ~~Maximum c~~continuous period that the facility can operate steam-for-power-augmentation at full load without depleting the demineralized water system is _____ hours. This assumes the demineralized water system is operating at rated capacity.

~~Weighted Average Raw Water Consumption is _____ gallons per minute.~~

Time to bring the facility on line, in minutes (specify if this is to synchronization or sustainable minimum load) (Bidder to define "cold", "warm", and "hot starts", if not as stated above)

	Min/Sust.	Full Load
For Cold Start:	_____	_____
For Warm Start:	_____	_____
For Hot Start:	_____	_____

Expected startup fuel requirement (MMBtus/Start) for:

Cold Start: _____

Hot Start: _____

Minimum time on-line (hours from start initiation to stop initiation) _____

Minimum time off-line (hours from stop initiation to start initiation) _____

Normal Ramp Rate within operating range: (MW/Min.) Increase: _____ Decrease: _____

Emergency Ramp Rate: (MW/Minute) Increase: _____ Decrease: _____

If applicable, time to transfer from combined cycle to duct firing _____ min.

If applicable, duct firing ramp rate: (MW/Min.) Increase: _____ Decrease: _____

If applicable, time to transfer from combined cycle to power augmentation _____ min.

If applicable, power augmentation ramp rate: (MW/Min.) Increase: _____ Decrease: _____

If applicable, anticipated number of starts per combustion turbine to reach Commercial Operation (CO): _____

Anticipated quantity of natural gas or fuel oil consumed through CO: _____ (gas, MMBtus; fuel oil, gallons).

~~Time to transfer from combined cycle to duct firing _____ min.~~

~~Duct Firing Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____~~

~~Time to transfer from combined cycle to power augmentation _____ min.~~

~~Power Augmentation Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____~~

~~Anticipates Number of Starts per CT to reach Commercial Operation (CO): _____~~

~~Anticipated quantity of natural gas consumed through CO: _____ dth.~~

Additional Information

Bidder to provide partial~~ial~~ load performance curves, including minimum load, showing heat rate and load at varying temperatures.

To the extent that pricing and/or availability vary based on specific characteristics of the facility and/or ambient conditions, the Bidder shall clearly identify that relationship in tabular form, including the relationship between temperature and capacity over the local ambient range inclusive of -10°F to 105°F. Bidder to fill out Table C-1.1 below:

Table C-1.1

Temp in °F	% RH	Evap or Chiller	Duct Burners	Power Aug.	Heat Rate	Net Output	Min. Load
-10	100						
-10	100		On				NA
0	100						
10	100						
15	84						
20	86						
20	86		On				NA
20	86			On			NA
20	86		On	On			NA
30	75						
40	55						
50	49						
52	46						
52	46	On					
60	40	On					
60	40		On				NA
60	40			On			NA
60	40		On	On			NA
70	33	On					
75	29	On					
75	29		On				NA
75	29			On			NA
75	29		On	On			NA
80	25	On					
90	16	On					
95	15	On					
95	15		On				NA
95	15			On			NA
95	15		On	On			NA
105	11						
105	11	On	On	On			NA

Appendix C-2~~:~~ ; Asset Purchase Sale Agreement~~BOT Contract~~ (APSA) Bids

Information Required in Bid Proposals

In general, PacifiCorp expects Bidders to provide any information that could impact the cost, reliability, dispatch frequency, or output capability of a resource. PacifiCorp believes these resource attributes largely consist of, but may not be limited to, the following information categories:

Impact of Temperature on Output – If Project output will vary with ambient conditions, capacity, and any associated performance impact, should be stated in terms of conditions expected during a summer day, with ambient air conditions of 95°F and 20% relative humidity, and a winter day with ambient conditions of 20°F and 75% relative humidity. The Bidder will complete Table C-2.1 showing output at specific ambient conditions, with and without duct firing and/or power augmentation. To the extent pricing, capacity and/or availability vary based on specific characteristics of the facility, the Bidder shall clearly identify those relationships in tabular form.

Impact of Other Factors on Output – PacifiCorp prefers generation facilities designed, permitted, and operated so that, to the extent practicable, the proposed capacity and any related energy provided to PacifiCorp is not restricted by:

- Environmental permits or other environmental limitation or environmental forfeitures
- Hours of operation
- Any other factor relevant to the technology (noise, agreements with neighbors, etc.)
- Bidders shall describe in detail any such limitations in their Proposal
- Ability to provide additional capacity over the net capable rating
- Non-environmental or technology factors that could encumber the facility
- Water availability

Build Own Transfer (BOT) Option – Bidders may propose a fixed-price, lump-sum sale of new generation assets to PacifiCorp, either at an existing PacifiCorp site or propose other sites. Such proposals must include the following information in addition to any technical information:

- Markup of Asset Purchase and Sale Agreement (APSA), including appendices.
- Markup of Operation & Maintenance (O&M) Term Sheet (or Bidder form of O&M Agreement) ~~Quantity and impact of proposed changes are a nonprice factor in selecting Bidders for further discussions.~~
- Amounts and dates of milestone-based payments, including descriptions, required of PacifiCorp.
- Information regarding location and transmission availability.

- Information regarding fuel and transportation availability.
- Capacity on summer design day in compliance with all regulatory requirements.
- Efficiency (Heat Rate) in compliance with all regulatory requirements.
- Proposed facilities will only contain "OEM-certified new major equipment". This being defined as OEM equipment that has not been previously installed or operated and has the same warranties and guarantees as equipment delivered directly from the OEM's production line, and all reliability and design TILS and/or Service Bulletins have been implemented.

Siting – Bidders are responsible for all construction and coordination with the applicable service provider(s) for any new electrical transmission and fuel transportation facilities required in response to this RFP. Bidders are responsible for satisfying all zoning and environmental requirements.

Facility Information – To the extent applicable, the Bidder should clarify the following information with respect to any proposed facility:

- Proposed air emissions (all criteria pollutants and air toxics), description of emission controls, description of plan to acquire any required emission offsets, and description of criteria used to determine requirement.
- List of required environmental, construction, and other regulatory permits and timeline for acquisition.
- Proposed water usage quantity, quality and source.
- Proposed water discharge quantity and quality, plus description of water discharge plan.
- Receiving water body identity and description
- Description of local groundwater quality, quantity, uses, and potential impacts.
- Prevailing noise ordinance at the site and expected sound level (A-weighted) at full load at the site boundary.
- Proposed noise levels and description of noise baffles and stack silencing equipment.
- Proposed site plans, layouts, elevations and other aspects of the facility.
- Types of transportation access required.
- Characterization of the area surrounding the site, including a description of local zoning, flood plain information (100 yr. & 500 yr.), existing land use and setting (woodlands, grasslands, agriculture, etc.).
- Information regarding fish, wildlife and vegetation inhabiting the area of the Project.
- Proximity to nearest endangered or threatened species which could be potentially impacted.

- Proximity to nearest historical or archaeological resources and all nearby historical or archaeological resources which could potentially be impacted.
- Location and distance to population centers which could be impacted.
- Expected site ambient temperature extremes and verification that freeze protection will be provided as necessary.

Fuel Transportation Route Information – To the extent applicable, the Bidder should clarify any relevant information with respect to fuel transportation route information for any proposed site:

- Proposed new fuel transportation route(s).
- Estimated impact on any wetlands (e.g., length of route through wetlands or other sensitive lands).
- Describe land use impacts.
- Descriptions of stream crossings.
- Characterization of the area encompassing the fuel transportation route, including a description of existing land use and setting.

Proposal Format – As mentioned above, Bidders are being asked to submit a "blinded" bid in such a format that the identity of the Bidder is not apparent. In doing so, PacifiCorp is requesting that Bidders ~~confirm~~ conform to the following format for presenting their bid information:

Section 1 – Executive Summary of Proposal – The Executive Summary section should provide an overall description of the proposal and its key benefits and advantages to PacifiCorp. It should include a general description of the technology, location, and business arrangement for the bid. Bidder shall state the period under which the terms and conditions of their Proposal will remain effective.

Section 2 – Resource Description – This section should include a description of the resource, including:

- Type of generation equipment and description
- Manufacturers of major equipment
- Type of heat rejection equipment (cooling towers, ponds, ACC, etc.)
- Source of process and/or cooling water
- Wastewater disposal plan
- Description of financing plan
- Description of operation and maintenance plan
- Plan for site control
- Site layout description
- Description of technology and configuration

- Net Capacity ratings and net heat rates at ambient conditions as specified in Table C-2.1.
- Primary fuel supply and backup alternatives
- Electrical interconnection (location, transmission provider, and control area)
- Description of emission control technology, including manufacturer
- Project schedule, listing tasks and milestones with estimated completion dates. Bidders shall also complete Exhibit 1 to document some of the technical aspects of their Proposal
- Startup Time for Cold, Warm and Hot Starts. A Cold Start is defined as a shutdown of the generating equipment for 48 hours or longer. A Warm Start is defined as a startup within 48 hours of a shutdown. A Hot Start is defined as a start within 8 hours of a shutdown. Bidder should provide its own definitions if different. For this information Startup Times requested may be for the time to minimum sustainable load and time to full load, without duct firing or power augmentation.
- Size and levels of redundancy for all major process equipment and material handling facilities (i.e. major pumps, fans, compressors, storage tanks, mills)
- Design basis for the resource
- Material ~~B~~balance
- Solid waste disposals.

Section 3 – Pricing Proposal – Describe in detail the pricing proposal, including the use of any index, escalation factors, or other costs to PacifiCorp. Proposed dates, amounts, and detailed milestone descriptions justifying payments are required.

Section 4 – Transmission – Each Proposal must include a description of the location of its proposed transmission facilities, including proposed delivery points, and must specify the transmission provider and all applicable costs.

Section 5 – Environmental and Siting – The Bidder is exclusively and entirely responsible for meeting and satisfying all federal, state, and local permits, licenses, approvals and/or variances that are required to assure physical delivery of capacity and associated energy in accordance with any BOT transaction. Bidder must furnish applicable detailed project site, electric transmission, and fuel transportation information, a description of all required permits, and a project timeline so PacifiCorp can assess site suitability, schedule risk and project viability. The proposed site(s) shall clearly be shown on a United States Geological Survey (USGS) 7.5-minute series map.

Section 6 – Other Information –

Fuel – Bidders should describe their fuel supply plan and the extent to which they desire to provide fuel and transportation and other fuel-related services, including fuel price management (hedging) or a tolling fee in which PacifiCorp will be responsible for all the fuel and fuel-related costs. PacifiCorp's preference is for proposals that address its need for reliability, management of price risk, and meeting the Base Load operations. If the

energy cost portion of the Bidder's terms includes a fuel cost component, the Bidder shall explain its proposed fuel supply program.

Dispatchability – Describe any constraints and/or limitations on PacifiCorp's ability to dispatch the generation and any ability of PacifiCorp to utilize the resource for operating reserves.

Technical Data – Technical data as requested in Exhibit 1 of this Appendix.

Section 7 – Contract Terms – The Bidder will provide a comprehensive listing/description of all material modifications to the APSA terms and conditions, including the appendices, and O&M terms and conditions which the Bidder would seek during contract negotiations.

These may include, but are not limited to:

- Items to be provided by the Owner, including a schedule of timing for the provision of these items and impact on Bidder of any delays.
- Land requirements for construction of the facility, including laydown areas
- Laydown plan for construction.
- Commissioning & Startup Plan with Owner's requirements.

EXHIBIT 1 TO APPENDIX C-2

TECHNICAL DATA (GAS & COAL BASED RESOURCES)

Site Location _____

Net Capacity at 95°F, 20% Relative Humidity, and at Site Conditions is _____MW

Site Elevation: _____ Feet

Maximum water consumption is _____ gallons per minute.

Expected water consumption is _–___ acre-feet per year.

Weighted Average Raw Water Consumption is _____ gallons per minute.

Minimum Sustainable Load at above conditions _____ MW

Automatic Generation Control (AGC) capable: Yes ____ No _____.

If yes, then the AGC range at above conditions is _____ MW to _____ MW.

Maximum number of starts per day is _____, per month _____, per year _____.

Maximum continuous period that the facility can operate steam-for-power-augmentation at full load without depleting the demineralized water system is _____ hours. This assumes the demineralized water system is operating at rated capacity.

~~Weighted Average Raw Water Consumption is _____ gallons per minute.~~

Time to bring the facility on line, in minutes (specify if this is to synchronization or sustainable minimum load) (Bidder to define "cold", "warm", and "hot starts", if not as stated above)

	Min/Sust.	Full Load
For Cold Start:	_____	_____
For Warm Start:	_____	_____
For Hot Start:	_____	_____

Minimum time on-line (hours from start initiation to stop initiation) _____

Minimum time off-line (hours from stop initiation to start initiation) _____

Normal Ramp Rate within operating range: (MW/Min.) Increase: _____ Decrease: _____

Emergency Ramp Rate: (MW/Minute) Increase: _____ Decrease: _____

If applicable, time to transfer from combined cycle to duct firing _____ min.

If applicable, duct firing ramp rate: (MW/Min.) Increase: _____ Decrease: _____.

If applicable, time to transfer from combined cycle to power augmentation _____ min.

If applicable, power augmentation ramp rate: (MW/Min.) Increase: _____ Decrease: _____.

If applicable, anticipated number of starts per combustion turbine to reach Commercial Operation (CO): _____.

Anticipated quantity of natural gas or fuel oil consumed through CO: _____ (gas, MMBtus; fuel oil, gallons).

~~Time to transfer from combined cycle to duct firing _____ min.~~

~~Duct Firing Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____~~

~~Time to transfer from combined cycle to power augmentation _____ min.~~

~~Power Augmentation Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____~~

~~Anticipates Number of Starts per CT to reach Commercial Operation (CO): _____~~

~~Anticipated quantity of natural gas consumed through CO: _____ dth.~~

Additional Information

Bidder to provide partial~~ial~~ load performance curves, including minimum load, showing heat rate and load at varying temperatures.

To the extent that pricing and/or availability vary based on specific characteristics of the facility and/or ambient conditions, the Bidder shall clearly identify that relationship in tabular form, including the relationship between temperature and capacity over the local ambient range inclusive of -10°F to 105°F. Bidder to fill out Table C-2.1 below:

Table C-2.1

Temp in °F	% RH	Evap or Chiller	Duct Burners	Power Aug.	Heat Rate	Net Output	Min. Load
-10	100						
-10	100		On				NA
0	100						
10	100						
15	84						
20*	86						
20	86		On				NA
20	86			On			NA
20*	86		On	On			NA
30	75						
40	55						
50	49						
52	46						
52	46	On					
60	40	On					
60	40		On				NA
60	40			On			NA
60	40		On	On			NA
70	33	On					
75*	29	On					
75	29		On				NA
75	29			On			NA
75*	29		On	On			NA
80	25	On					
90	16	On					
95*	15	On					
95	15		On				NA
95	15			On			NA
95*	15		On	On			NA
105	11						
105	11	On	On	On			NA

- Indicates Water Balance Sheet Required

TECHNICAL DATA
(For Coal-Based Resources)

The following is a preliminary set of information that will be required to evaluate coal-based resources in this category. Additional technical information will be required for shortlisted bidders.

- Expected Gross Output (MW)
- Expected Net Output (MW)
- Expected sources of coal (to the extent possible, identify the specific mines that are expected to the most likely sources of coal for this plant)
- Steam conditions (main steam throttle pressure, main steam temperature, and hot reheat steam temperature (if applicable))
- Superheater Flow (lbs/hour)
- Reheater Flow (lbs/hour)
- Design condenser pressure (psia)
- Boiler technology (subcritical, supercritical, or fluidized bed)
- Boiler type (wall-fired, corner-fired, fluidized-bed)
- Expected design heat input (MMBtu/hour)
- Complete Boiler and Performance Coal Quality Characteristics Table
- Startup fuel (Natural Gas, Fuel Oil, Other-specify)
- Heat Input Capacity of Start-up Firing System (MMBtu/Hour)
- Capacity of startup fuel on site (gallons)
- Number of coal mills
- Capacity of each coal mill using boiler design coal (tons/hour)
- Storage capacity of each coal silo (tons)
- Forced Draft fans (Number and Size (%))
- Induced Draft fans (Number and Size (%))
- Primary Air fans (Number and Size (%))
- Number of Feedwater Heaters (including de-aerator)
- Materials of construction of Feedwater Heaters
- Materials of construction of main steam turbine condenser
- Flue Gas Desulfurization (FGD) system type
- FGD system reagent (limestone, lime, soda ash, soda liquor, soda ash, other)
- Expected Air Permit SO_2 emissions level (lbs SO_2/MMBtu)
- Plant Design Target SO_2 Emissions level (lbs SO_2 /MMBtu)
- FGD System Reagent Storage Capacity at full load (days of storage)
- NOx Control Systems
- If NOx Controls include SCR or SNCR, identify NOx control reagent (anhydrous ammonia, urea, aqueous ammonia)

- Number of days of storage of NOx control reagent at full load
- Expected air permit NOx emissions level (lbs NOx /MMBtu)
- Expected air permit ammonia slip level (ppmvd @ 3% O2)
- Plant Design Target NOx Emissions level (lbs NOx/MMBtu)
- Particulate Collection Device (Type)
- Expected Permit PM10 emissions level (lbs/MMBtu)
- Plant Design Target PM10 Emissions Level (lbs/MMBtu)
- Mercury removal system type
- Boiler Feed Pumps (number and size (%))
- Boiler Feed Pump Drive (Steam Turbine or Motor)
- Startup Boiler Feed Pump (number and size (%))
- Condensate Pumps (number and size (%)
- Ability to isolate part of main condenser while operating (Yes/No; If Yes, % of full load)
- Station Air Compressors (number and size (%))
- On-site coal storage capacity (days of storage at full load or tons of coal)
- Stack (height, exterior materials of construction, liner type)
- Cooling tower type and design conditions (Design dry bulb and wet bulb temperatures)
- Auxiliary boiler (Pressure (psig) and capacity (lbs/hour)) , or Auxiliary steam supply (yes/no)
- Coal delivered by rail (yes/no?)
- On-site trackage for standard unit train (yes/no?)
- Time required to unload unit train (hours)
- Time required to fill coal silos (hours)
- On-site raw water storage tank or pond capacity (gals)
- Water Treatment System:
    - Clarifier (yes/no, size)
    - Reverse osmosis system (yes/no, number of trains, size of each train)
    - Demineralized water system (type, arrangement, size of each train)
- Condensate storage tank capacity (gals)
- Condensate storage tank materials of construction
- Station Facilities (warehouses, administration building, maintenance facilities, etc.)

Proposed Boiler Design and Performance Coal

	Boiler Design Coal	**Performance Coal**
Heat Content, AR, Btu/lb		
Moisture, %		
Ash, %		
Sulfur, %		
Volatile Matter, %		
Fixed Carbon, %		
Chlorine, %		
Mercury, ppm		
Mineral Analysis of Ash		
Silicon Dioxide, %		
Aluminum Oxide, %		
Calcium Oxide, %		
Magnesium Oxide, %		
Sodium Oxide, %		
Potassium Oxide, %		
Iron Oxide, %		
Sulfur Trioxide, %		
Phosphorous Pentoxide, %		
Ash Fusion Temperatures		
Softening – Reducing		
Softening - Oxidizing		
Hardgrove Grindability Index		

Initial information requirements for Asset Purchase and Sale Agreement on Bidder's Site – Coal-Based Resource

- Boiler Technology (Subcritical, Supercritical, or Fluidized Bed)
- Boiler Type (Wall-fired, corner fired, fluid bed)
- Expected Design Heat Input (MMBtu/hour)
- Expected Gross Output (MW)
- Expected Net Output (MW)
- Proposed Coal Quality Characteristics (See table)
- Boiler Design Coal quality characteristics (see table)
- Startup Fuel (None, Natural Gas, Fuel Oil, Other)
- Number of Coal Mills
- Capacity of Each Coal Mill with Boiler Design Coal (tons/hour)
- Storage Capacity of each coal silo (tons)
- Forced Draft Fan (Number and Size (%))
- Induced Draft Fans (Number and Size (%))
- Primary Air Fans (Number, Size(%))
- Number of Air Preheaters
- Type of Air Preheater (Bisector, Tri-sector)
- Number of Feedwater Heaters (including de-aerator)
- Materials of Construction for Feedwater Heaters
- Materials of Construction for Main Condenser
- Steam Conditions (main steam throttle pressure, main steam temperature, hot reheat temperature (if applicable))
- Design condenser pressure (psia)
- NOx Controls
- If Selective Catalytic Reduction System, Number of Layers/Number of Spares
- NOx Control Reagent (anhydrous ammonia, urea, aqueous ammonia)
- Number of Days of storage of NOx Control Reagent at full load
- Expected Permit NOx emissions Level (lbs/MMBtu)
- Specification Design Margin for NOx Control Equipment (lbs/MMBtu)
- Particulate Collection Device (Type)
- Flue Gas Desulfurization (FGD) Type
- FGD Reagent (limestone, lime, soda ash, soda liquor, other)
- Expected Permit SO2 emissions level (lbs/MMBtu)
- Specification Design Margin for SO2 (lbs/MMBtu)
- Boiler Feed Pumps (number and size (%))
- Type of Boiler Feed Pump Drive (Steam Turbine or Motor)
- Startup Boiler Feed Pump (number and size (%))

- Condensate Pumps (number and size (%)
- Capacity of Turbine Bridge Cranes
- DA Storage Tank Capacity (minutes)
- Coal Storage (Days of storage)
- FGD System Reageant (Days of storage)
- FGD waste handling
- Cooling tower Type and design conditions (DB and WB)
- Auxiliary boiler (Pressure and Capacity) or Auxiliary steam supply (yes/no)
- Coal Handling and Unloading
- Rail Access
- Condensate Storage Tank Capacity (gals)
- Condensate Storage Tank Materials of Construction

TABLE 1-5S
DESIGN RANGE FUEL ANALYSIS
RAWHIDE

Coal Quality Parameter	Minimum (-2 Std. Dev.)	Typical	Maximum (+2 Std. Dev.)
Proximate Analysis			
% Moisture	30.00	31.00	32.20
% Ash	4.60	5.20	6.00
% Volatile	29.10	30.30	31.50
% Fixed Carbon	32.30	33.50	34.70
Btu/lb	8100	8300	8500
MAF Btu		13004	
Dry Btu		12029	
% Sulfur	0.24	0.36	0.50
Ultimate Analysis (Dry Basis)			
% Moisture			
% Carbon	68.00	69.50	71.00
% Hydrogen	4.40	4.70	5.00
% Nitrogen	0.90	1.00	1.10
% Chlorine	<0.01	<0.01	0.02
% Sulfur	0.35	0.52	0.72
% Ash	6.70	7.50	8.30
% Oxygen	15.30	16.78	18.30
Sulfur Forms			
Pyritic Sulfur (%)	0.03	0.11	0.19
Sulfate Sulfur (%)	<0.01	0.01	0.04
Organic Sulfur (%)	0.28	0.40	0.55
Total Sulfur (%)			
Mineral Analysis of Ash			
% Silicon Dioxide (Silica, SiO_2)	27.00	31.00	35.00
% Aluminum Oxide (Alumina, Al_2O_3)	11.80	13.80	15.80
% Titanium Dioxide (Titania, TiO_2)	0.80	1.00	1.30
% Iron Oxide (Ferric Oxide, Fe_2O_3)	4.80	6.30	7.80
% Calcium Oxide (Lime, CaO)	21.80	24.80	28.00
% Magnesium Oxide (Magnesia, MgO)	4.70	6.70	8.70
% Potassium Oxide (K_2O)	0.10	0.20	0.30
% Sodium Oxide (Na_2O)	1.00	1.50	2.00
% Sulfur Trioxide (SO_3)	10.00	13.00	16.00
% Phosphorous Pentoxide (P_2O_5)	0.40	0.70	1.00
% Strontium Oxide (SrO)	0.20	0.40	0.60
% Barium Oxide (BaO)	0.40	0.60	0.80
% Undermined			
Base/Acid Ratio	0.71	0.86	1.01
Base Value			
Acid Value			

TABLE 1-5N
DESIGN RANGE FUEL ANALYSIS
BUCKSKIN

Coal Quality Parameter	Minimum	Typical (Wt. Avg.)	Maximum
Ash Fusion Temperatures			
Reducing (°F)			
Initial	2159	2238	2430
Softening (H=W)	2165	2251	2444
Hemispherical (H=1/2W)	2175	2258	2453
Fluid	2197	2277	2464
Fluid-Initial Temp. Difference			
Oxidizing (°F)			
Initial	2085	2189	2397
Softening (H=W)	2114	2206	2415
Hemispherical (H=1/2W)	2122	2212	2441
Fluid	2146	2231	2466
Fluid-Initial Temp. Difference			
Trace Elements			
Mercury (ppm)	<0.01	0.09	0.21
Chlorine (ppm)	94	226	358
Fluorine (ppm)	13.40	24.20	35.00
Hardgrove Grindability Index	50	55	62
lbs Ash/MM Btu		6.43	
lbs Sulfur/MM Btu		0.48	
lbs SO2/MM Btu			

Supplier	Triton
Data Source	MEC
Date	05/17/02
Type	Projected 2002 Quality

Appendix C-3~~:~~ Engineer Procure Construct (EPC) Contract Bids

Information Required in Bid Proposals

PacifiCorp will only entertain EPC contract bids on the ~~two~~ Currant Creek site~~s~~ being offered as part of the RFP. In general, PacifiCorp expects Bidders to provide any information that could impact the cost, reliability, dispatch frequency, or output capability of a resource. PacifiCorp believes these resource attributes largely consist of, but may not be limited to, the following information categories:

Impact of Temperature on Output – If Project output will vary with ambient conditions, capacity, and any associated performance impact, should be stated in terms of conditions expected during a summer day, with ambient air conditions of 95ºF and 20% relative humidity, and a winter day with ambient conditions of 20ºF and 75% relative humidity. The Bidder will complete Table C-3.1 showing output at specific ambient conditions, with and without duct firing and/or power augmentation. To the extent pricing, capacity and/or availability vary based on specific characteristics of the facility, the Bidder shall clearly identify those relationships in tabular form.

Impact of Other Factors on Output – PacifiCorp prefers generation facilities designed, permitted, and operated so that, to the extent practicable, the proposed capacity and any related energy provided to PacifiCorp is not restricted by:

- Environmental permits or other environmental limitation or environmental forfeitures
- Hours of operation
- Any other factor relevant to the technology (noise, agreements with neighbors, etc.)
- Bidders shall describe in detail any such limitations in their Proposal
- Ability to provide additional capacity over the net capable rating
- Non-environmental or technology factors that could encumber the facility
- Water availability

Engineer Procure Construct (EPC) Contract Option – Bidders may propose a fixed-price, lump-sum EPC contract option, but only for the one ~~two~~ PacifiCorp site~~s~~ currently being offered. Such proposals must include the following information in addition to any technical information:

- Markup of Asset Purchase and Sale Agreement (APSA), including appendices
- Markup of Operation & Maintenance (O&M) Term Sheet (or Bidder form of O&M Agreement)~~. Quantity and impact of proposed changes are a nonprice factor in selecting Bidders for further discussions.~~
- Amounts and dates of **milestone-based** payments, including milestone descriptions, required of PacifiCorp.

- Proposed facilities will only contain OEM-certified "OEM-certified new major equipment". This being defined as OEM equipment that has not been previously installed or operated and has the same warranties and guarantees as equipment delivered directly from the OEM's production line, and all reliability and design TILS and/or Service Bulletins have been implemented.

Siting – Bidders are responsible for all construction and coordination with the applicable service provider(s) for any new electrical transmission and fuel transportation facilities required in response to this RFP.

Facility Information – To the extent applicable, the Bidder should clarify the following information with respect to any proposed facility:

- Proposed air emissions (all criteria pollutants and air toxics), description of emission controls, description of plan to acquire any required emission offsets, and description of criteria used to determine requirement.
- Proposed site plans, layouts, elevations and other aspects of the facility.
- Types of transportation access required.

Proposal Format – As mentioned above, Bidders are being asked to submit a "blinded" bid in such a format that the identity of the Bidder is not apparent. In doing so, PacifiCorp is requesting that Bidders ~~confirm~~ conform to the following format for presenting their bid information:

Section 1 – Executive Summary of Proposal – The Executive Summary section should provide an overall description of the proposal and its key benefits and advantages to PacifiCorp. It should include a general description of the technology, location, and business arrangement for the bid. Bidder shall state the period under which the terms and conditions of their Proposal will remain effective.

Section 2 – Resource Description – This section should include a description of the resource, including:

- Type of generation equipment and description
- Manufacturers of major equipment
- Type of heat rejection equipment (cooling towers, ponds, ACC, etc.)
- Source of process and/or cooling water
- Wastewater disposal plan
- Description of financing plan
- Plan for site control
- Site layout description
- Description of technology and configuration

- Net Capacity ratings and net heat rates at ambient conditions as specified in Table C-3.1.
- Description of emission control technology, including manufacturer
- Project schedule based on latest Notice to Proceed Date necessary for a June 1, 2012 Substantial Completion Date, listing latest, tasks and milestones with estimated completion dates. Bidders shall also complete Exhibit 1 to document some of the technical aspects of their Proposal.
- Startup Time for Cold, Warm and Hot Starts. A Cold Start is defined as a shutdown of the generating equipment for 48 hours or longer. A Warm Start is defined as a startup within 48 hours of a shutdown. A Hot Start is defined as a start within 8 hours of a shutdown. Bidder should provide its own definitions if different. For this information Startup Times requested may be for the time to minimum sustainable load and time to full load, without duct firing or power augmentation.
- Size and levels of redundancy for all major process equipment and material handling facilities (i.e. major pumps, fans, compressors, storage tanks, mills)
- Design basis for the resource
- Material b~~B~~alance
- Solid waste disposals.

Section 3 – Pricing Proposal – Describe in detail the pricing proposal, including the use of any index, escalation factors, or other costs to PacifiCorp. Proposed dates, amounts, and detailed milestone descriptions justifying payments are required.

Section 4 – Transmission – Not Applicable to this Appendix.

Section 5 – Environmental and Siting – With the exception of any additional emissions reduction credits that may be required, under ~~Under~~ the EPC proposal, PacifiCorp is exclusively and entirely responsible for meeting and satisfying all federal, state, and local permits, licenses, approvals and/or variances that are required to physical construction and operation of the Facility in accordance with any EPC transaction.

Section 6 – Other Information –

Fuel – Not Applicable to this Appendix

Dispatchability – Not Applicable to this Appendix.

Technical Data – Technical data as requested in Exhibit 1 of this Appendix.

Section 7 – Contract Terms – Bidder shall provide a comprehensive listing/description of all material modifications to the APSA terms and conditions, including the appendices, and the O&M terms and conditions which the Bidder would seek during contract negotiations.

These may include, but are not limited to:

- Descriptions of items to be provided by the Owner, including a schedule of timing for the provision of these items and impact on Bidder of any delays.
- Land requirements for construction of the facility, including laydown areas
- Laydown plan for construction.
- Commissioning & Startup Plan with Owner's requirements.

EXHIBIT 1 TO APPENDIX C-3

TECHNICAL DATA

Site Location _____

Net Capacity at 95°F, 20% Relative Humidity, and at Site Conditions is _____MW

Site Elevation: _____ Feet

Maximum water consumption is _____ gallons per minute.

Expected water consumption is _____ acre-feet per year.

Weighted Average Raw Water Consumption is _____ gallons per minute.

Minimum Sustainable Load at above conditions _____ MW

Automatic Generation Control (AGC) capable: Yes ____ No _____.

If yes then the AGC range at above conditions is _____ MW to _____ MW.

Maximum number of starts per day is _____, per month _____, per year _____.

Maximum continuous period that the facility can operate steam-for-power-augmentation at full load without depleting the demineralized water system is _____ hours. This assumes the demineralized water system is operating at rated capacity.

~~Weighted Average Raw Water Consumption is _____ gallons per minute.~~

Time to bring the facility on line, in minutes (specify if this is to synchronization or sustainable minimum load) (Bidder to define "cold", "warm", and "hot starts", if not as stated above)

	Min/Sust.	Full Load
For Cold Start:	_____	_____
For Warm Start:	_____	_____
For Hot Start:	_____	_____

Minimum time on-line (hours from start initiation to stop initiation) _____

Minimum time off-line (hours from stop initiation to start initiation) _____

Normal Ramp Rate within operating range: (MW/Min.) Increase: _____ Decrease: _____

Emergency Ramp Rate: (MW/Minute) Increase: _____ Decrease: _____

Time to transfer from combined cycle to duct firing _____ min.

Duct Firing Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____

Time to transfer from combined cycle to power augmentation _____ min.

If applicable, duct Firing Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____

If applicable, time to transfer from combined cycle to power augmentation _____ min.

If applicable, Power Augmentation Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____

Anticipated Number of Starts per combustion turbine to reach Commercial Operation (CO): _____

Anticipated quantity of natural gas consumed through CO: _____ (MMBtus).~~Power Augmentation Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____~~

~~Anticipates Number of Starts per CT to reach Commercial Operation (CO): _____~~

~~Anticipated quantity of natural gas consumed through CO: _____ dth.~~

Additional Information

Bidder to provide partial load performance curves, including minimum load, showing heat rate and load at varying temperatures.

To the extent that pricing and/or availability vary based on specific characteristics of the facility and/or ambient conditions, the Bidder shall clearly identify that relationship in tabular form, including the relationship between temperature and capacity over the local ambient range inclusive of -10°F to 105°F. Bidder to fill out Table ~~B~~C-3.1 below:

Table C-3.1

Temp in °F	% RH	Evap or Chiller	Duct Burners	Power Aug.	Heat Rate	Net Output	Min. Load
-10	100						
-10	100		On				NA
0	100						
10	100						
15	84						
20*	86						
20	86		On				NA
20	86			On			NA
20*	86		On	On			NA
30	75						
40	55						
50	49						
52	46						
52	46	On					
60	40	On					
60	40		On				NA
60	40			On			NA
60	40		On	On			NA
70	33	On					
75*	29	On					
75	29		On				NA
75	29			On			NA
75*	29		On	On			NA
80	25	On					
90	16	On					
95*	15	On					
95	15		On				NA
95	15			On			NA
95*	15		On	On			NA
105	11						
105	11	On	On	On			NA

- Indicates Water Balance Sheet Required

Appendix C-4: ~~,~~ Existing Asset Purchase (in whole or in part)~~)~~

Information Required in Bid Proposals

If the Bidder's Proposal is for an interest in an existing facility where PacifiCorp holds an interest, or operates the facility, any information requested under this RFP that would reasonably be expected to already be in the possession of PacifiCorp, may be so stated in the Bidder's response package. If the Bidder's asset is not currently involved with PacifiCorp, the below requirements are to be met as outlined.

In general, PacifiCorp expects Bidders to provide any information that could impact the cost, reliability, dispatch frequency, output capability or performance of a resource. PacifiCorp believes these resource attributes largely consist, but may not be limited to, the following information categories:

Impact of Temperature on Output – If Project output will vary with ambient conditions, capacity, and any associated performance impact, should be stated in terms of conditions expected during a summer day, with ambient air conditions of 95ºF and 20% relative humidity, and a winter day with ambient conditions of 20ºF and 75% relative humidity. The Bidder will complete Table C-4.1 showing output at specific ambient conditions, with and without duct firing and/or power augmentation. To the extent pricing, capacity and/or availability vary based on specific characteristics of the facility, the Bidder shall clearly identify those relationships in tabular form.

Impact of Other Factors on Output – PacifiCorp prefers generation facilities designed, permitted, and operated so that, to the extent practicable, the proposed capacity and any related energy provided to PacifiCorp is not restricted by:

- Environmental permits or other environmental limitation or environmental forfeitures
- Hours of operation
- Sales of capacity or energy to other parties
- Interruption of primary fuel supply
- Sale of thermal energy
- Any other factor relevant to the technology (noise, agreements with neighbors, etc.)
- Bidders shall describe in detail any such limitations in their Proposal
- Ability to provide additional capacity over the net capable rating
- Non-environmental or technology factors that could encumber the facility
- Water availability

Ownership Purchase Option – Bidders may propose a sale, either whole or in part, of existing generation assets to PacifiCorp. Such proposals must include the following information in addition to any technical information:

- Ownership percentage and whether a divided or undivided interest
- Amounts and dates of payments required of PacifiCorp.
- Current and projected annual fixed and variable O&M costs associated with the generation facility.
- Any long term service or maintenance agreements, including scope and costs that are in excess of $25,000 in annual costs. (i.e. CTs, water, O&M, parts, inspections, ash disposal, CEMs)
- Startup costs (i.e., the period of time from when a start is initiated to the time the unit reaches minimum sustainable load)
- Operating Limits – Any limits imposed on the number of startups that may be performed per year or per unit of time. Any limits on the number of hours that a unit may per operated per year or per unit of time. Any annual limits on the number of hours of duct firing or power augmentation.
- Emissions (air, liquid and solid wastes) in pounds per hour per pollutant and/or waste product at 100% load and tons per year of pollutant and/or waste product at a specified capacity factor as selected by the Bidder.
- Annual unit availability and any guaranteed minimum annual availability.
- Information regarding location and transmission.
- Information regarding fuel and transportation.
- Capacity on summer design day in compliance with all regulatory requirements.
- Efficiency (Heat Rate) in compliance with all regulatory requirements.
- Terms of remaining warranties and/or guarantees on major equipment.
- Costs to incorporate into PacifiCorp Fleet (Future capital or maintenance).

Significant due diligence may be necessary prior to finalizing any acquisition by PacifiCorp. A list of due diligence items will be provided to a Bidder should they be short-listed.

Siting – Not Applicable to this Appendix.

Facility Information – To the extent applicable, the Bidder should clarify the following information with respect to the facility:

- Air emissions (all criteria pollutants and air toxics), description of emission controls and existing emission offsets
- List of environmental and other regulatory permits
- Water usage quantity, quality and source(s).
- Water discharge quantity and quality, plus water discharge plan.
- Receiving water body identity and description
- Description of local groundwater quality, quantity and uses.
- Site plans, layouts, elevations and other aspects of the facility.

Fuel Transportation Route Information – To the extent applicable, the Bidder should clarify any relevant information with respect to fuel transportation route information for the site.

Proposal Format – As mentioned above, Bidders are being asked to submit a "blinded" bid in such a format that the identity of the Bidder is not apparent. In doing so, PacifiCorp is requesting that Bidders ~~confirm~~ conform to the following format for presenting their bid information:

Section 1 – Executive Summary of Proposal – The Executive Summary section should provide an overall description of the proposal and its key benefits and advantages to PacifiCorp. It should include a general description of the technology, location, and business arrangement for the bid. Bidder shall state the period under which the terms and conditions of their Proposal will remain effective.

Section 2 – Resource Description – This section should include a description of the resource, including:

- Type of generation equipment and description
- Manufacturers of major equipment
- Model number, serial number and age of any previously owned/operated equipment
- Type of heat rejection equipment (cooling towers, ponds, ACC, etc.)
- Source of process and/or cooling water
- Wastewater disposal plan
- Description of financing plan
- Description of operation and maintenance plan
- Plan for site control
- Site layout description
- Description of technology and configuration
- Net Capacity ratings and net heat rates at ambient conditions as specified in Table C-4.1.
- Primary fuel supply and backup alternatives
- Electrical interconnection (location, transmission provider, and control area)
- Description of emission control technology, including manufacturer
- Any limits on hours of operation in a particular mode (i.e., combined cycle, duct firing, power augmentation, or combination thereof)
- Any limits on emissions
- Project schedule, listing tasks and milestones with estimated completion dates. Bidders shall also complete Exhibit 1 to document some of the technical aspects of their Proposal.

- Startup Time for Cold, Warm and Hot Starts. A Cold Start is defined as a shutdown of the generating equipment for 48 hours or longer. A Warm Start is defined as a startup within 48 hours of a shutdown. A Hot Start is defined as a start within 8 hours of a shutdown. Bidder should provide its own definitions if different. For this information Startup Times requested may be for the time to minimum sustainable load and time to full load, without duct firing or power augmentation.
- Size and levels of redundancy for all major process equipment and material handling facilities (i.e. major pumps, fans, compressors, storage tanks, mills)
- Design basis for the resource
- Material ~~B~~balance
- Solid waste disposals.

Section 3 – Pricing Proposal – Describe in detail the pricing proposal, including the use of any index, escalation factors, or other costs to PacifiCorp. Also required is a detailed accounting of ownership interest, whether divided or undivided, in the facility, inventory, spare parts, ongoing agreements, or any continuing obligations resulting from PacifiCorp's ownership, or acquisition of an interest in the asset. Proposed dates, amounts, and detailed milestone descriptions justifying payments are required.

Section 4 – Transmission – Each Proposal must include a description of the location of its transmission facilities, including delivery points, and must specify the transmission provider and all applicable costs.

Section 5 – Environmental and Siting –Bidder must furnish applicable detailed project site, electric transmission, and fuel transportation information, and a description of all permits, so PacifiCorp can assess site suitability and project viability. The site shall clearly be shown on a United States Geological Survey (USGS) 7.5-minute series map.

Section 6 – Other Information –

Dispatchability – Describe any constraints and/or limitations on PacifiCorp's ability to dispatch the generation and any ability of PacifiCorp to utilize the resource for operating reserves.

Technical Data – Technical data as requested in Exhibit 1 of this Appendix.

Section 7 – Contract Terms – Bidder shall provide a sample purchase and sale agreement outlining the terms and conditions of the proposed acquisition.

EXHIBIT 1 TO APPENDIX C-4

TECHNICAL DATA

Site Location _____

Net Capacity at 95°F, 20% Relative Humidity, and at Site Conditions is _____MW

Site Elevation: _____ Feet

Maximum water consumption is _____ gallons per minute.

Expected water consumption is _____ acre-feet per year.

Weighted Average Raw Water Consumption is _____ gallons per minute.

Minimum Sustainable Load at above conditions _____ MW

Automatic Generation Control (AGC) capable: Yes ____ No _____.

If yes then the AGC range at above conditions is _____ MW to _____ MW.

Maximum number of starts per day is _____, per month _____, per year _____.

Maximum continuous period that the facility can operate steam-for-power-augmentation at full load without depleting the demineralized water system is _____ hours. This assumes the demineralized water system is operating at rated capacity.

~~Weighted Average Raw Water Consumption is _____ gallons per minute.~~

Time to bring the facility on line, in minutes (specify if this is to synchronization or sustainable minimum load) (Bidder to define "cold", "warm", and "hot starts", if not as stated above)

	Min/Sust.	Full Load
For Cold Start:	_____	_____
For Warm Start:	_____	_____
For Hot Start:	_____	_____

Minimum time on-line (hours from start initiation to stop initiation) _____

Minimum time off-line (hours from stop initiation to start initiation) _____

Normal Ramp Rate within operating range: (MW/Min.) Increase: _____ Decrease: _____

Emergency Ramp Rate: (MW/Minute) Increase: _____ Decrease: _____

If applicable, time to transfer from combined cycle to duct firing _____ min.

If applicable, duct firing ramp rate: (MW/Min.) Increase: _____ Decrease: _____

If applicable, time to transfer from combined cycle to power augmentation _____ min.

If applicable, power augmentation ramp rate: (MW/Min.) Increase: _____ Decrease: _____

~~Time to transfer from combined cycle to duct firing _____ min.~~

~~Duct Firing Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____~~

~~Time to transfer from combined cycle to power augmentation _____ min.~~

~~Power Augmentation Ramp Rate: (MW/Min.) Increase: _____ Decrease: _____~~

~~Anticipates Number of Starts per CT to reach Commercial Operation (CO): _____~~

~~Anticipated quantity of natural gas consumed through CO: _____ dth.~~

Additional Information

Bidder to provide partial load performance curves, including minimum load, showing heat rate and load at varying temperatures.

To the extent that pricing and/or availability vary based on specific characteristics of the facility and/or ambient conditions, the Bidder shall clearly identify that relationship in tabular form, including the relationship between temperature and capacity over the local ambient range inclusive of -10°F to 105°F. Bidder to fill out Table ~~B~~C-4.1 below:

Table C-4.1

Temp in °F	% RH	Evap or Chiller	Duct Burners	Power Aug.	Heat Rate	Net Output	Min. Load
-10	100						
-10	100		On				NA
0	100						
10	100						
15	84						
20*	86						
20	86		On				NA
20	86			On			NA
20*	86		On	On			NA
30	75						
40	55						
50	49						
52	46						
52	46	On					
60	40	On					
60	40		On				NA
60	40			On			NA
60	40		On	On			NA
70	33	On					
75*	29	On					
75	29		On				NA
75	29			On			NA
75*	29		On	On			NA
80	25	On					
90	16	On					
95*	15	On					
95	15		On				NA
95	15			On			NA
95*	15		On	On			NA
105	11						
105	11	On	On	On			NA

- Indicates Water Balance Sheet Required

~~**Appendix C-5, IGCC Asset Purchase Sale Agreement (APSA) Bid**~~

Appendix C-5~~:~~ IGCC Asset Purchase Sale Agreement (APSA) Bid

Integrated Gasification Combined Cycle (IGCC) Resources

Information Required in Bid Proposals

In general, PacifiCorp expects Bidders to provide any information that could impact the cost, reliability, dispatch frequency, or output capability of a resource. PacifiCorp believes these resource attributes largely consist of, but may not be limited to, the following information categories:

Impact of Temperature on Output – If Project output will vary with ambient conditions, capacity, and any associated performance impact, should be stated in terms of conditions expected during a summer day, with ambient air conditions of 95ºF and 20% relative humidity, and a winter day with ambient conditions of 20ºF and 75% relative humidity. Alternatively, the Bidder may select the local temperature and conditions equal to the 2.5% design dry bulb temperature (based on 8,760 hours per year) at the location of the proposed facility for the high temperature performance case. The Bidder will complete Table C-5.1 showing output at specific ambient conditions, with and without duct firing and/or power augmentation, as applicable. To the extent pricing, capacity and/or availability vary based on specific characteristics of the facility, the Bidder shall clearly identify those relationships in tabular form.

Impact of Other Factors on Output – PacifiCorp prefers generation facilities designed, permitted, and operated so that, to the extent practicable, the proposed capacity and any related energy provided to PacifiCorp is not restricted by:

- Environmental permits or other environmental limitation or environmental forfeitures
- Hours of operation
- Any other factor relevant to the technology (noise, agreements with neighbors, etc.)
- Bidders shall describe in detail any such limitations in their Proposal
- Ability to provide additional capacity over the net capable rating
- Non-environmental or technology factors that could encumber the facility
- Water availability

Build Own Transfer (BOT) Option – Bidders may propose a fixed-price, lump-sum sale of new generation assets to PacifiCorp at Bidder's site. Such proposals must include the following information in addition to any technical information:

- Markup of Asset Purchase and Sale Agreement (APSA), including appendices.
- Markup of Operation & Maintenance (O&M) Term Sheet (or Bidder form of O&M Agreement)
- Amounts and dates of milestone-based payments, including descriptions, required of PacifiCorp.
- Information regarding location and transmission availability.
- Information regarding fuel and transportation availability.
- Capacity on summer design day in compliance with all regulatory requirements.
- Efficiency (Heat Rate) in compliance with all regulatory requirements.
- Proposed facilities will only contain "Original Equipment Manufactured (OEM)-certified new major equipment" and will consist of the OEMs latest product offerings or models. The equipment shall not have been previously installed or in storage more than six months prior to the expected ship date. All reliability based or design-defect related technical information letters or service bulletins that have been issued by the OEM three months prior to the expected ship date shall be implemented prior to shipment. This requirement is in addition to any other warranties and guarantees that shall be required of the OEM suppliers.

Siting – Bidders are responsible for all construction and coordination with the applicable service provider(s) for any new electrical transmission and fuel transportation facilities required in response to this RFP. Bidders are responsible for satisfying all zoning and environmental requirements.

Facility Information – To the extent applicable, the Bidder should clarify the following information with respect to any proposed facility:

- Proposed air emissions (all criteria pollutants and air toxics), description of emission controls, description of plan to acquire any required emission offsets, and description of criteria used to determine requirement for emission offsets.
- List of required environmental, construction, and other regulatory permits and timeline for acquisition.
- Proposed water usage quantity, quality and source.
- Proposed water discharge quantity and quality, plus description of water discharge plan.
- Receiving water body identity and description.
- Description of local groundwater quality, quantity, uses, and potential impacts.
- Prevailing noise ordinance at the site and expected sound level (A-weighted) at full load at the site boundary.

- Proposed noise levels and description of noise baffles and stack silencing equipment.
- Proposed site plans, layouts, elevations and other aspects of the facility.
- Types of transportation access required.
- Characterization of the area surrounding the site, including a description of local zoning, flood plain information (100 yr. & 500 yr.), existing land use and setting (woodlands, grasslands, agriculture, etc.).
- Information regarding fish, wildlife and vegetation inhabiting the area of the Project.
- Proximity to nearest endangered or threatened species which could be potentially impacted.
- Proximity to nearest historical or archaeological resources and all nearby historical or archaeological resources which could potentially be impacted.
- Location and distance to population centers which could be impacted.
- Expected site ambient temperature extremes and verification that freeze protection will be provided as necessary.

Fuel Transportation Route Information – To the extent applicable, the Bidder should clarify any relevant information with respect to fuel transportation route information for any proposed site:

- Proposed new fuel transportation route(s).
- Estimated impact on any wetlands (e.g., length of route through wetlands or other sensitive lands).
- Describe land use impacts.
- Descriptions of stream crossings.
- Characterization of the area encompassing the fuel transportation route, including a description of existing land use and setting.

Proposal Format – As mentioned above, Bidders are being asked to submit a "blinded" bid in such a format that the identity of the Bidder is not apparent. In doing so, PacifiCorp is requesting that Bidders conform to the following format for presenting their bid information:

Section 1 – Executive Summary of Proposal – The Executive Summary section should provide an overall description of the proposal and its key benefits and advantages to PacifiCorp. It should include a general description of the technology, location, and business arrangement for the bid. Bidder shall state the period under which the terms and conditions of their Proposal will remain effective.

Section 2 – Resource Description – This section should include a description of the resource, including:

- Type of generation equipment and description

- Type and technology owner of the proposed coal gasifiers to be used
- Description of major systems
- Description of coal handling and coal preparation systems for use by the gasifier
- Description of syn-gas and acid-gas cleanup and emission control technologies including manufacturers
- Description of any carbon dioxide capture, drying, and compression capability
- Manufacturers and models of the proposed gas turbines
- Expected degradation curves of the net capacity and net heat rate of the facility as a function of operating hours.
- Manufacturers of the major equipment
- Type of heat rejection and process cooling equipment (cooling towers, ponds, ACC, etc.) and expected raw water requirements of facility
- Source of process and/or cooling water
- Wastewater disposal plan
- Material balances
- Solid waste disposal plans
- Plan for site control
- Site layout description
- Net Capacity ratings and net heat rates at ambient conditions as specified in Table C-5.1 and Table C-5.2. Bidder may modify these tables to match bidder's overall proposal.
- Gasifier primary fuel supply and backup alternatives
- Electrical interconnection (location, transmission provider, and control area)
- Description of the project implementation plan
- Description of financing plan
- Project schedule, listing tasks and milestones with estimated completion dates. Bidders shall also complete Exhibits 1 and 2 to document some of the technical aspects of their Proposal
- Startup Time for Cold, Warm and Hot Starts. A Cold Start is defined as a shutdown of the generating equipment for 48 hours or longer. A Warm Start is defined as a startup within 48 hours of a shutdown. A Hot Start is defined as a start within 8 hours of a shutdown. Bidder should provide its own definitions if different. For this information Startup Times requested may be for the time to minimum sustainable load and time to full load, without duct firing or power augmentation.
- Design basis for the resource, including size and levels of redundancy for all major process equipment and material handling facilities (i.e. air separation units, gasifiers, major pumps, fans, compressors, storage tanks, mills)
- Description of operation and maintenance plan
- Projected planned outage duration and frequency for each gasifier train, air separation unit, gas turbines, and steam turbines.

Section 3 – Pricing Proposal – Describe in detail the pricing proposal, including the use of any index, escalation factors, or other costs to PacifiCorp. Proposed dates, amounts, and detailed milestone descriptions justifying payments are required.

Section 4 – Transmission – Each Proposal must include a description of the location of its proposed transmission facilities, including proposed delivery points, and must specify the transmission provider and all applicable costs.

Section 5 – Environmental and Siting – The Bidder is exclusively and entirely responsible for meeting and satisfying all federal, state, and local permits, licenses, approvals and/or variances that are required to assure physical delivery of capacity and associated energy in accordance with any BOT transaction. Bidder must furnish applicable detailed project site, electric transmission, and fuel transportation information, a description of all required permits, and a project timeline so PacifiCorp can assess site suitability, schedule risk and project viability. The proposed site(s) shall clearly be shown on a United States Geological Survey (USGS) 7.5-minute series map.

Section 6 – Other Information –

Fuel – Bidders should describe their fuel supply plan and the extent to which they desire to provide fuel and transportation and other fuel-related services, including fuel price management (hedging) or a tolling fee in which PacifiCorp will be responsible for all the fuel and fuel-related costs. PacifiCorp's preference is for proposals that address its need for reliability, management of price risk, and meeting the Base Load operations. If the energy cost portion of the Bidder's terms includes a fuel cost component, the Bidder shall explain its proposed fuel supply program.

Dispatchability – Describe any constraints and/or limitations on PacifiCorp's ability to dispatch the facility and any ability of PacifiCorp to utilize the resource for operating reserves.

Technical Data – Technical data as requested in Exhibits 1 and 2 of this Appendix.

Section 7 – Contract Terms – The Bidder will provide a comprehensive listing/description of all material modifications to the APSA terms and conditions, including the appendices, and O&M terms and conditions which the Bidder would seek during contract negotiations.

These may include, but are not limited to:

- Items to be provided by the Owner, including a schedule of timing for the provision of these items and impact on Bidder of any delays.
- Land requirements for construction of the facility, including laydown areas
- Laydown plan for construction.
    - Commissioning & Startup Plan with Owner's requirements.

EXHIBIT 1 TO APPENDIX C-5

TECHNICAL DATA (IGCC BASED RESOURCES)

Site Location _____

Site Elevation: _____ Feet

Net Capacity at 95ºF, 20% Relative Humidity at Site Conditions is _____MW (on syn-gas) – New & Clean Condition

Net Capacity at 95ºF, 20% Relative Humidity at Site Conditions is _____MW (on natural gas or proposed secondary fuel) – New & Clean Condition

Net Capacity at 95ºF, 20% Relative Humidity at Site Conditions is _____MW (on syn-gas) – Expected degraded condition after 18,000 hours of operation

Net Capacity at 95ºF, 20% Relative Humidity at Site Conditions is _____MW (on natural gas or proposed secondary fuel) – Expected degraded condition after 18,000 hours of operation

Primary Fuel [Type of coal (bituminous, sub-bituminous, liqnite, petcoke, and blend)]
_____

Secondary Fuel (natural gas or fuel oil) _____

Duct Firing Capability (Yes/No) _____ on Syn-gas (Yes/No) _____ on Natural gas (Yes/No) _____ Duct-firing Capacity (MW) _____

Minimum Sustainable Load at above conditions _____ (% of full load)

Automatic Generation Control (AGC) capable: Yes _____ No _____.

If yes, AGC capability range at above conditions is _____ MW to _____ MW.

Number of combustion gas-turbine generators _____

Can the facility be operated with one gas-turbine only on syn-gas? (Yes/No)____

Manufacturer and Model number of gas-turbine generators _____

Number of Gasifiers _____

Technology Supplier of Gasifier _____

Type of Gasifier (Oxygen-blown or air-blown, entrained flow, slurry fed or dry feed, radiant cooled, quench, convective) _____

Expected overall annual facility equivalent availability factor on primary fuel only (%) _____

Expected overall annual facility equivalent availability factor on primary fuel and secondary fuel (%) _____

Expected duration of each planned gasifier outage (hours) _____

Expected number of hours of gasifier operation between planned gasifier outages on performance fuel (operating hours) _____

Duration of stored capacity of liquid (or compressed gas) oxygen in event of air separation system outage (hours at full load) _____

Duration of stored capacity of liquid (or compressed gas) nitrogen in event of air separation system outage (hours at full load) _____

Thermal input to each gasifier _____ (MMBtu/hour or tons per hour of design coal or performance coal (specify which))

Gross electrical output of steam turbine generator _____ (MW)

Expected electrical auxiliary load of facility _____ (MW)

Type of gas turbine inlet cooling (evaporative cooling, spray mist evaporative cooling, chillers) _____

Maximum water consumption is _____ gallons per minute.

Expected water consumption is _____ acre-feet per year.

Weighted Average makeup water consumption is _____ gallons per minute.

Maximum number of starts per day is _____, per month _____, per year _____.

If applicable, maximum continuous period that the facility can operate steam-for-power-augmentation at full load without depleting the demineralized water system is _____ hours. This assumes the demineralized water system is operating at rated capacity.

Time to bring the facility on line, in minutes (specify if this is to synchronization or sustainable minimum load) (Bidder to define "cold", "warm", and "hot starts", if not as stated above)

	Min/Sust.	Full Load
For Cold Start:	_____	_____
For Warm Start:	_____	_____
For Hot Start:	_____	_____

Minimum time on-line (hours from start initiation to stop initiation) _____

Minimum time off-line (hours from stop initiation to start initiation) _____

Normal ramp rate within operating range: (MW/minute) Increase: _____ Decrease: _____

Emergency ramp rate: (MW/minute) Increase: _____ Decrease: _____

If applicable, time to transfer from combined cycle operation (on syngas) to duct firing _____ minutes.

If applicable, time to transfer from combined cycle operation on syngas to combined cycle operation on natural gas (or other secondary fuel) _____ minutes

If applicable, duct firing ramp rate: (MW/Minute) Increase: _____ Decrease: _____

If applicable, time to transfer from combined cycle to power augmentation _____ min.

If applicable, power augmentation ramp rate: (MW/minute) Increase: _____ Decrease: _____

If applicable, anticipated number of starts per combustion turbine to reach Commercial Operation (CO): _____

Anticipated quantity of natural gas or fuel oil consumed to reach CO: _____ (gas, MMBtus; fuel oil, gallons).

Additional Information

Bidder to provide partial load performance curves, including minimum load, showing heat rate and load at varying temperatures.

To the extent that pricing and/or availability vary based on specific characteristics of the facility and/or ambient conditions, the Bidder shall clearly identify that relationship in

tabular form, including the relationship between temperature and capacity over the local ambient range inclusive of -10^{o}F to 105^{o}F. Bidder to fill out Table C-5.1 below:

Table C-5.1 (on Syn-gas)

Ambient Air Temp (Deg ºF)	% Relative Humidity	Evaporative Cooler or Chiller (On/Off)	Duct Burners (if Applicable)	Power Aug. If applicable)	Heat Rate (Net), Btus/kWh (HHV)	Net Output (MW)	Min. Load
-10	100						
-10	100		On				NA
0	100						
10	100						
15	84						
20*	86						
20	86		On				NA
20	86			On			NA
20*	86		On	On			NA
30	75						
40	55						
50	49						
52	46						
52	46	On					
60	40	On					
60	40		On				NA
60	40			On			NA
60	40		On	On			NA
70	33	On					
75*	29	On					
75	29		On				NA
75	29			On			NA
75*	29		On	On			NA
80	25	On					
90	16	On					
95*	15	On					
95	15		On				NA
95	15			On			NA
95*	15		On	On			NA
105	11						
105	11	On	On	On			NA

- Indicates Water Balance Sheet Required

Table C-5.2 (on natural gas or secondary fuel)

Ambient Air Temp (Deg ºF)	% Relative Humidity	Evaporative Cooler or Chiller (On/Off)	Duct Burners (if Applicable)	Power Aug. If applicable)	Heat Rate (Net), Btus/kWh (HHV)	Net Output (MW)	Min. Load
-10	100						
-10	100		On				NA
0	100						
10	100						
15	84						
20*	86						
20	86		On				NA
20	86			On			NA
20*	86		On	On			NA
30	75						
40	55						
50	49						
52	46						
52	46	On					
60	40	On					
60	40		On				NA
60	40			On			NA
60	40		On	On			NA
70	33	On					
75*	29	On					
75	29		On				NA
75	29			On			NA
75*	29		On	On			NA
80	25	On					
90	16	On					
95*	15	On					
95	15		On				NA
95	15			On			NA
95*	15		On	On			NA
105	11						
105	11	On	On	On			NA

EXHIBIT 2 TO APPENDIX C-5

TECHNICAL DATA (IGCC- BASED RESOURCES)

The following is a preliminary set of information that will be required to evaluate coal-based IGCC resources in this category. Additional technical information will be required for short-listed bidders.

- Expected sources of coal or other solid fuels (to the extent possible, identify the specific mines that are expected to be the most likely sources of coal for this facility)
- Steam conditions (main steam throttle pressure, main steam temperature, and hot reheat steam temperature (if applicable))
- Design condenser pressure (psia)
- Expected design heat input (MMBtu/hour) to gasifiers
- Expected design heat input (MMBtu/hour) to gas turbines
- Complete Boiler and Performance Coal Quality Characteristics Table
- If applicable, capacity of startup fuel on site (gallons)
- If secondary fuel is natural gas, is on-site compression of secondary fuel required? (Yes/No) If Yes, design flowrate and outlet operating pressure (SCFM, psig)
- Materials of construction of main steam turbine condenser
- Expected air permit SO_2 gas turbine emissions level (lbs SO_2/MMBtu, based on fuel input to the gasifiers)
- Plant Design Target SO_2 Emissions level (lbs SO_2 /MMBtu, based on fuel input to the gasifiers)
- H_2S removal system technology supplier
- NOx gas turbine and post-combustion emission controls
- If NOx controls include use of Selective Catalytic Reduction systems, identify NOx control reagent (anhydrous ammonia, urea, aqueous ammonia)
- Number of days of storage of NOx control reagent at full load
- Expected air permit NOx emissions level (lbs NOx /MMBtu, based on fuel input to the gasifiers)
- Expected air permit gas turbine NOx emissions levels (ppmvd @ 3% O2)
- Expected air permit gas turbine ammonia slip levels (ppmvd @ 3% O2)
- Plant Design Target NOx Emissions level (lbs NOx/MMBtu, based on fuel input to the gasifiers)
- Expected air permit PM10/2.5 emissions level (lbs/MMBtu)

- Plant Design Target PM10 Emissions Level (lbs/MMBtu)
- Mercury removal system type
- Expected mercury removal efficiency (%)
- Identify any other major sources of regulated emissions (Identify source, type of emissions (SO_2, H_2S, NOx, CO, PM), and emissions rates in lbs/hour for each pollutant):
    - o
    - o
- Boiler Feed Pumps (number and size (%))
- Condensate Pumps (number and size (%))
- Ability to isolate part of main condenser while operating (Yes/No; if Yes, % of full load)
- Station Air Compressors (number and size (%))
- On-site coal storage capacity (days of storage at full load, or tons of fuel)
- Stack height (feet)
- Main cooling tower type (mechanical draft, counterflow, cross-flow, air cooled condenser, hybrid, etc.), design conditions (Design dry bulb and wet bulb temperatures)
- Water system design cycles of concentration for cooling towers
- Expected makeup flow rate to Main Cooling Tower (GPM)
- Auxiliary Cooling Tower makeup flow rates
    - o Air Separation unit Cooling Tower makeup flow rate (GPM)
    - o Auxiliary Cooling Tower makeup flow rate (GPM)
- Auxiliary boiler (pressure (psig) and capacity (lbs/hour))
- Coal delivery capability by rail (yes/no)
- On-site trackage for standard unit train (yes/no)
- Time required to unload unit train (hours)
- On-site raw water storage tank or pond capacity (gals)
- Water Treatment System:
    - o Clarifier (yes/no, size)
    - o Reverse osmosis system (yes/no, number of trains, size of each train)
    - o Demineralized water system (type, arrangement, size of each train)
- Condensate storage tank capacity (gals)
- Condensate storage tank materials of construction
- Station Facilities (warehouses, administration building, boiler feed pump buildings, water treatment buildings, extent of main gas and main steam turbine buildings, paint and lubricant storage facilities, maintenance facilities, etc):

Proposed Gasifier Design and Performance Coal

	Gasifier Design Fuel	Gasifier Performance Fuel
Heat Content, AR, Btu/lb		
Moisture, %		
Ash, %		
Sulfur, %		
Volatile Matter, %		
Fixed Carbon, %		
Chlorine, %		
Mercury, ppm		
Mineral Analysis of Ash		
Silicon Dioxide, %		
Aluminum Oxide, %		
Calcium Oxide, %		
Magnesium Oxide, %		
Sodium Oxide, %		
Potassium Oxide, %		
Iron Oxide, %		
Sulfur Trioxide, %		
Phosphorous Pentoxide, %		
Ash Fusion Temperatures		
Softening – Reducing		
Softening - Oxidizing		
Hardgrove Grindability Index		

~~2012~~ RFP

Appendix D: Fuel Supply Form

~~Appendix D~~

~~Fuel Supply Form~~

Appendix D:

~~RFP 2012~~

Fuel Supply Form

Site Location _____

_____

Primary Type of Fuel (Natural Gas, Coal, Other) _____

Primary Source of Fuel _____

_____

Secondary Source of Fuel (if any) _____

_____

Supplier(s) of Primary Fuel _____

_____

Firm Supply Contract Anticipated? In Place? (Yes) (No) Term _____ _____ years

If yes, please attach the agreements or the general terms and conditions for all fuel source(s).

If no, please provide a detailed plan on how all fuel source(s) will be acquired.

Supplier of Secondary Fuel (if any) _____

_____

Supply Contract Anticipated? (Yes) (No) Term _____ _____ years

Contemplated Natural Gas Transportation:

LDC (if necessary) _____ _____ Firm Transport? (Yes) (No)

Quantity _____ _____ decatherms (mmBtu) Term _____ _____

Pipeline 1 _____ _____

Firm Transport? (Yes) (No)

Quantity _____ _____ decatherms (mmBtu) Term _____ _____

Pipeline 2_____ _____ Firm Transport? (Yes) (No)
Quantity _____ _____ ddecatherms (mmBtu) Term _____ _____

Please provide plan to support any and all rail arrangements in quantities sufficient to operate the facility at its maximum capacity.

If transportation is not firm, please clarify the contemplated terms for transport.

Copy of Coal contract supply Attached (Yes) (No)
If (No) indicate what the Coal contract strategy will be in you proposal

Coal Quality _____
Lime and/or Limestone for Air Quality Control System provided. (Yes) (No)

Rail/Truck Transport Coal/Oil

Firm 1 _____
Firm 2 _____

Provide any alladditional relevant Iinformation on the projectsthe Proposal.

RFP ~~2012~~

Appendix E: Officer Certification Form

~~Appendix E~~

~~Officer Certification Form~~

Appendix E: Officer Certification Form ~~- Appendix E~~

The undersigned Bidder executes and submits this form with each Proposal it submits in PacifiCorp~~'~~'s RFP ~~2012~~, and hereby certifies in each instance that all of the statements and representations made by it in its proposal are true to the best of the Bidder's knowledge, and agrees to be bound by the representations, terms, and conditions contained in the ~~2012~~ RFP. The Bidder accepts the contract attached to the ~~2012~~ RFP and indicated therein as applicable to its Proposal, except as specifically noted in writing by Bidder. This proposal is firm and will remain in effect until the later of ~~December~~ February ____,2008~~10, 2007~~ or that date which is 300 days after the proposal due date provided in the RFP, as such due date may be extended from time to time by PacifiCorp.

Submitted by: _____
(Exact legal name of the entity submitting Proposal)

Signature of an authorized officer: _____

Print or type name of officer: _____

Title: _____

Date signed: _____

RFP
~~Appendix F~~

~~SFAS No. 13 Form~~

Appendix F: ~~SFAS No. 13 Form~~
[Intentionally Left Blank]

~~This is an example of the SFAS No. 13 Form.~~

~~Each Bidder is required to fill in **only** the cells that are highlighted in yellow for each Eligible Resource. When you type in the yellow cells it will prompt you for a password, the password is RFP2012. Each Bidder is required to copy the excel spreadsheet and resave it with their bid number and submit it on a CD or Diskette. Appendix F can be downloaded from either PacifiCorp website and or the IE website for Bidders to save on a CD or Diskette. (www.pacificorp.com)~~

***YELLOW CELLS REQUIRE USER INPUT.**
****Please note, the conclusion in cell B28 assumes that the contract has been deemed a lease by EITF 01-08.**
*****Protected cell(s) password: RFP2009**

CAPITAL LEASE IF:

FAIL	The lease transfers ownership to the lessee by the end of the lease term. "Fail" equates to "No". "Pass" equates to "Yes".
FAIL	The lease contains a bargain purchase option. "Fail" equates to "No". "Pass" equates to "Yes".
FAIL	The lease term is equal to 75% or more of the estimated economic life of the leased property, and the beginning of the lease term does not fall within the last 25% of the total economic life of the leased property.

Original Economic Plant Life (yrs)	Years into Economic Plant Life	Remaining Economic Plant Life (yrs)	Term of Deal (yrs)	% of Life	Trigger	Test
35	0	35	20	57%	75%	FAIL

Beginning of Plant	Ending of Plant	Life (yrs)	Last 25% Date	Beginning of Lease	Test
6/1/2009	5/31/2044	35	9/1/2035	6/1/2009	FAIL

FAIL	The present value of the minimum lease payments at the beginning of the lease term is 90% or more of the fair value to the lessor less any investment credit retained by the lessor. This requirement cannot be used if the lease's inception is in the last 25% of the useful economic life of the leased asset. The interest rate, used to compute the PV, is the incremental borrowing rate of the lessee unless the implicit rate is available and lower.

Percentage of Capacity PMT that is Executory Costs (%)	Cost to Build $/KW	MW	FMV	$ PV Minimum Lease Pmts (Non-Executory Costs)	Trigger (90% of FMV)	Test
25%	$700	420	$294,000,000	$209,583,165	$264,600,000	FAIL

Designation:

OPERATING LEASE

RFP ~~2012~~

Appendix G: Bidder Site Control Form

~~Appendix G~~

~~Bidder Site Control Form~~

Appendix G:

~~RFP 2012~~

Bidder Site Control Form

Project Name: _____

Site Location: _____

Street Address or Nearest Intersection: _____

Acres: _____

Distance to Fuel Supply: _____

Transportation _____

Railway _____

Distance to Water Supply (if not using ACC): _____

Check items that are applicable:

☐ Property is owned by Bidder.

☐ Property is leased by Bidder, with an Option to buy.

- Lease/Option Expires: _____

☐ Property is Optioned by Bidder through (date): _____

- Option is Exclusive _____ _____or Non-Exclusive _____ _____
- Option is to Purchase _____ _____or Lease_____ _____ _____ _____

☐ Site is selected, but not formally secured.

☐ Site will require zoning change as part of permitting process.

APPENDIX G

Bidder Site Control Form Submittals

Bidder shall submit to Buyer drawings, plans, specifications, and other documents necessary to document the design engineering and construction of the Plant and the content of the Work, including but not limited to those items herein listed below. Additionally, Bidder shall submit to the Buyer those drawings, plans, specifications, and other documents as required by the State of Utah or any other regulatory body or agency having authority over the Plant.

Ninety (90) days after the Notice To Proceed, the Bidder shall provide to Buyer a schedule for submittal of such documents, which schedule shall (1) be consistent with the schedule for the Project and (2) provide Buyer with the greatest practicable opportunity to review such documents and make comments thereon within fourteen (14) days from the transmittal date or as mutually agreed upon provided that the comment period does not unduly affect the progress of the Work. Submittals shall be in duplicate.

Engineering Lists

- Equipment List

Engineering Specifications and Drawings

- Plot/Site Plan
- Switchyard Single Line, Three Line and Metering and Protection Design

Construction

- Site Utilization Plan, including laydown

Commissioning and Startup

- System Descriptions
- Performance and Emissions Test Procedures
- Performance Test Results
- Reports Required for Regulatory Compliance

Plans, Manuals, & Reports

- Level 2 Schedule

- Commissioning Schedule
- Monthly Progress Reports

All specifications and drawings for the Project and submitted by Bidder or Subcontractor to Bidder hereunder shall include the following data:

Name:	PacifiCorp
Project Name:	Buyer's Power Plant
Spec. or drawing number, if applicable:	Bidder or Subcontractor
to Provide	
Bidder or Subcontractor's name:	Bidder or Subcontractor
Revision Number and Date	Bidder or Subcontractor
to Provide	

Buyer shall have the right to reasonably request other information and Bidder shall use reasonable efforts to supply this information.

Documents submitted to Buyer are provided for information only. However, if Buyer identifies discrepancies or areas of non-conformance with the Agreement requirements, Buyer has the right to notify Bidder of the discrepancy/non-conformance and require that the document be revised and resubmitted.

Monthly Progress Report

The Monthly Progress Report shall address all aspects of the Plant through ~~the~~ Commercial Operation and shall include, but not be limited to the following:

(a) An ~~"~~"Executive Summary~~"~~" containing:

- A written summary of events and progress accomplished during the previous reporting period.
- Unresolved Changes.
- Critical Concerns and Intended Actions.

(b)~~–~~ A ~~"~~"Schedule Section~~"~~":

- Will be updated on a monthly basis and will consider the aforementioned item b. An updated Level 2-time schedule will be provided (paper/electronic). Critical path analysis will also be provided.

(c) A list of the status of Bidder permits

RFP ~~2012~~

~~Appendix H~~

~~Construction Coordination Agreement~~

Appendix H: Construction Coordination Agreement

CONSTRUCTION COORDINATION AGREEMENT

BETWEEN

PACIFICORP

AND

BIDDER

Appendix H: CONSTRUCTION COORDINATION AGREEMENT

This Construction Coordination Agreement (the "Agreement") is made and entered into as of the Effective Date (as defined below), by and between PacifiCorp, an Oregon corporation ("PacifiCorp"), and _____, a _____ [limited liability company] ("[NAME]") (PacifiCorp and [NAME] are individually referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, PacifiCorp is an investor owned electric utility company subject to regulation by the Public Service Commission of Utah;

WHEREAS, PacifiCorp owns, operates and maintains Unit 1 at its generation facility located in _____, Utah.

WHEREAS, [NAME] desires to construct Unit 2, to be located adjacent to Unit 1 ~~1~~ at the Facility;

WHEREAS, PacifiCorp and [NAME] have entered into a [Power Purchase Agreement ("PPA") / Tolling Services Agreement ("TSA")] providing for the purchase by PacifiCorp of certain of the energy and capacity generated by Unit 2 following Unit 2's reaching Commercial Operation;

WHEREAS, there is a need to coordinate the activities of [NAME] and its contractor(s) and subcontractors during construction, testing and commissioning of Unit 2 to avoid potential interference with the operation of Unit 1;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereto agree as follows:

ARTICLE I
Definitions; Headings

1.1 Definitions

Unless the context shall otherwise require, capitalized terms used in this Agreement shall have the meanings assigned to them in the Glossary of Defined Terms attached hereto as Exhibit "A", which also contains rules as to usage that shall be applicable herein.

ARTICLE II
Term and Governing Provisions

2.1 Term.

The Term of this Agreement shall become effective on the Effective Date and, unless earlier terminated pursuant to provisions hereof, shall continue in effect until PacifiCorp has accepted the [PPA/TSA] or has achieved Commercial Operation. ~~Date.~~

2.2 Governing Provisions.

As a matter of general priority, in the event of any conflict between the provisions of this Agreement or the [PPA/TSA], the provisions of this Agreement shall govern. Disputes related to the matters to be performed pursuant to this Agreement and not involving the [PPA/TSA] or work performed by or at the direction of the [PPA/TSA], shall nonetheless be governed by Section 15 ("Disagreements")] in the [PPA/TSA].

ARTICLE III
Construction Interfaces

3.1 Construction Control.

[NAME] and its contractors shall be responsible for and have sole control over the construction of Unit -2, except for interconnections with the Common Facilities. [NAME] shall coordinate with PacifiCorp all activities to be performed in connection with the construction, testing and commissioning of Unit 2 pursuant to this Agreement, particularly if such activities may require taking Unit -1 off-line or have a substantial possibility of causing an outage at Unit -1.

[NAME] shall be responsible for erecting a temporary and movable construction fence (the "Construction Fence") on the Site for the purpose of separating the Unit -2 construction area (the "Construction Area"), which is initially depicted by the cross-hatched area on Exhibit -"C" attached hereto, from the rest of the Facility, including Unit -1, the switchyard and the Common Facilities. The Construction Fence may be moved and relocated as necessary with the prior written consent of PacifiCorp following the completion of certain phases of construction for the purpose of accessing other areas of the Facility, all as set out in the Project Schedule. During the Term, [NAME] will be in control of the Construction Area and will maintain a separate gate for access to the Construction Area. Prior to the Commercial Operation Date, the Construction Area will be reduced to [NAME]'s staging and laydown area and separate gate, and shall not include any Facilities necessary for operation of Unit -1, Unit -2 or the Common Facilities. Following the Commercial Operation Date [NAME] shall, and shall cause its contractors and subcontractors to, promptly remove all construction materials and equipment from the staging and laydown area, to remove the Construction Fence, and to

erect suitable permanent fencing and related access roads to separate PacifiCorp's facilities from [NAME]'s facilities, all as approved in writing by PacifiCorp.

[NAME] shall at all times utilize and cause its contractors, subcontractors, personnel and other persons allowed at any part of the Facility by [NAME] to utilize only [NAME]'s separate gate to the Construction Area.

3.2 [NAME]'s Access to PacifiCorp's Area.

[NAME] shall provide PacifiCorp with reasonable notice of its need to access PacifiCorp's Area for performance of work activities associated with the Common Facilities. [NAME] and PacifiCorp shall agree on a schedule for the performance of all work activities in PacifiCorp's Area consistent with the Project Schedule. PacifiCorp shall arrange for any safety instruction and workplace policy training deemed appropriate by PacifiCorp for [NAME]'s personnel prior to [NAME]'s personnel being allowed in PacifiCorp's Area. PacifiCorp shall arrange for escorts for [NAME]'s personnel accessing PacifiCorp's Area to the extent PacifiCorp reasonably deems such escorts necessary. In the event [NAME] needs to work on a system that could be used by PacifiCorp for the operation of Unit- 1, [NAME] shall provide PacifiCorp with written notice and receive authorization from PacifiCorp that the system has been deactivated before commencing work on the system and [NAME] shall notify PacifiCorp once it completes work on the system so PacifiCorp can inspect and reactivate the system in accordance with PacifiCorp's Tagging and Safety Program.

3.3 PacifiCorp Access to the Construction Area.

At all times prior to the Commercial Operation Date [NAME] shall provide PacifiCorp and PacifiCorp's personnel access to the Construction Area upon PacifiCorp's request. [NAME] and PacifiCorp shall agree on a schedule for the performance of work activities by PacifiCorp's personnel in the Construction Area. PacifiCorp's personnel shall comply with [NAME]'s published safety program requirements while in the Construction Area. [NAME] may arrange for escorts for any PacifiCorp personnel accessing the Construction Area to the extent [NAME] reasonably deems such escorts necessary. The above notwithstanding, PacifiCorp may access the Construction Area without notice for the purpose of carrying out activities required for the operation of Unit 1 or responding to an Emergency.

3.4 Project Schedule -and Coordination of PacifiCorp Support.

[NAME] shall (a) schedule all activities that will require or may result in the shutdown of or inability to dispatch Unit 1, and all work activities performed on or affecting the Common Facilities in accordance with the Project Schedule, (b) notify PacifiCorp in writing of such schedule(s) a the earliest practicable time, and (c) update such schedules in writing as necessary. [NAME] shall not undertake the foregoing Work activities until

PacifiCorp has agreed in writing with such schedule and plan for performing the identified work.

3.5 Unit- 1 and PacifiCorp's Area Control.

PacifiCorp shall have sole control over the operation of Unit 1 and the remainder of PacifiCorp's Area at all times.

3.6 Restrictions During Construction.

(a) Except as otherwise provided in this Agreement, [NAME] shall perform or cause to be performed all construction activities with respect to Unit- 2 in a manner that will avoid interference with PacifiCorp's operation of Unit -1.

(b) [NAME] shall restrict construction workers and other personnel not employed by PacifiCorp from access to PacifiCorp's Area except as authorized in advance by PacifiCorp's Representative. Upon the reasonable request of [NAME], PacifiCorp shall authorize access to PacifiCorp's Area for the purpose of undertaking activities necessary to integrate Unit- 2 into the Common Facilities, and after the Substantial Completion Date to perform any work activities required under the [PPA/TSA], in accordance with the Project Schedule and the work plan required under Section 3.4 above.

3.7 Transportation Routes and Lay-Down Areas.

[NAME] shall designate adequate transportation routes and lay-down areas for the construction work and materials for Unit- 2, and, prior to commencing construction obtain PacifiCorp's written approval of all such proposed routes and laydown areas. In granting its approval PacifiCorp shall not be deemed to have recommended or confirmed the adequacy or suitability of such routes and laydown areas, and shall have no liability with respect to [NAME]'s selection of, use of or inability to use such routes and laydown areas.

3.8 Employee Discipline.

[NAME] shall adopt and enforce policies for disciplining construction employees if the employees' actions affect or are likely to affect Unit- 1 or the Common Facilities other than as provided in the work plan and in Section 3.4 above. Any construction employee found to have violated PacifiCorp's security requirements regarding escorting and physical access to certain PacifiCorp's Areas described in the attached Exhibit "D" shall, at the request of PacifiCorp be assigned to work outside PacifiCorp's Area and shall be disciplined to the full extent permissible under [NAME]'s project labor agreement (if any), including without limitation terminated at PacifiCorp's request.

3.9 Security and Safety Requirements.

In addition to the requirements of [PPA/TSA] [NAME] shall, consistent with good and generally accepted construction practices and Prudent Industry Practice, undertake all commercially reasonable efforts to protect any and all parallel, converging and intersecting electric lines and poles, telephone lines and poles, highways, waterways, railroads, sewer lines, natural gas pipelines, drainage ditches, culverts, Unit 1 facilities and any and all property of others related to the Facility, and shall indemnify PacifiCorp from any and all Claims with respect to [NAME]'s actions or failures to act in connection with such facilities and property in connection with the Work.

3.8 Transition from Construction to Operation.

PacifiCorp shall provide oversight and consent of activities necessary for the connection of the Unit- 2 systems with the Common Facilities. PacifiCorp shall provide [NAME] and its employees and contractors with reasonable controlled access to all Common Facilities, to enable [NAME] and its contractors to interconnect Unit- 2 with the Common Facilities, all in accordance with the Project Schedule provided pursuant to Section 3.4 above, and upon receipt of notice from [NAME].

ARTICLE IV
Construction Damage

4.1 Construction Damage.

In the event any activities undertaken in connection with the development, construction, commissioning or testing of Unit 2 cause any physical damage ("Construction Damage") to Unit 1, to the Common Facilities or to any portion of PacifiCorp's Area:

(a) [NAME] shall be responsible for the full cost of rebuilding, restoring and/or repairing all Construction Damage.

(b) [NAME] shall promptly, and in any event no later than one (1) day after the date on which the Construction Damage occurred, consult with PacifiCorp regarding the extent of the Construction Damage and possible approaches to remedying the Construction Damage.

(c) [NAME] shall promptly, and in any event no later than five (5) days after the date on which the Construction Damage occurred, submit to PacifiCorp a detailed written proposal for rebuilding, restoring or replacing, at [NAME]'s expense, such Construction Damage.

(d) PacifiCorp shall promptly evaluate any proposal submitted by [NAME] for, rebuilding, restoring or replacing, at [NAME]'s expense, such Construction Damage.

(e) If PacifiCorp determines that [NAME] possesses the demonstrated qualifications and capability to timely perform the remedial actions set out in the proposal, PacifiCorp will cooperate with [NAME] to promptly undertake the rebuilding, restoration or replacement of the Construction Damage set out in the proposal to PacifiCorp's satisfaction, subject to such terms, conditions and restrictions as PacifiCorp may deem appropriate to ensure that the proposed activities comply with PacifiCorp's safety programs and practices and that the remedial actions will not result in further damage or loss of generation with respect to Unit 1 operations.

(f) If PacifiCorp concludes that [NAME] lacks the demonstrated qualifications and capability or otherwise is not in a position to timely perform the remedial actions set out in the proposal, if [NAME] does not agree with PacifiCorp's terms, conditions and restrictions described in paragraph (d) above, or if [NAME] does not promptly undertake such remedial actions, then PacifiCorp shall be entitled to promptly commence repairs to any Construction Damage to Unit- 1, the Common Facilities or other portion of the PacifiCorp Area at [NAME]'s sole expense.

(g) In the event that [NAME] does not reimburse PacifiCorp for any cost of rebuilding, restoration or replacement activities related to the Construction Damage incurred by PacifiCorp (including without limitation the reasonable cost of PacifiCorp's consultants and internal personnel and resources) within thirty (30) days of PacifiCorp's invoice for the same, then PacifiCorp may set off any amounts owing to PacifiCorp from [NAME] from any payments owed by PacifiCorp to [NAME] under the [PPA/TSA];

(h) Nothing in this Article IV is intended to be nor shall operate as a limitation on PacifiCorp's right or ability to recover damages from [NAME] pursuant to the [PPA/TSA], this Agreement or otherwise at law or in equity.

ARTICLE V
Shutdowns

5.1 Scheduled Shutdowns of Unit- 1.

The Parties recognize that Unit- 1 must be temporarily shut down for interconnection of Unit -2 to the Common Facilities and for other defined construction-related activities as identified in the Project Schedule. All scheduled shutdowns shall be scheduled, to the extent possible, during weekends and holiday periods.

IN NO EVENT SHALL ANY SCHEDULED SHUTDOWNS BE SCHEDULED DURING THE MONTHS OF JUNE, JULY, AUGUST OR SEPTEMBER, except and to the extent that Unit 1 has scheduled maintenance outages scheduled during such period.

[NAME] shall schedule and provide to PacifiCorp, at least seven (7) days prior to any necessary shutdown, written notice of the next upcoming outage and of any proposed changes to the outage periods set out in the Project Schedule.

[NAME] shall coordinate with PacifiCorp to balance the need to reduce these shutdown periods and to utilize other times of economic shutdown of Unit 1 to perform the required work under the [PPA/TSA] with the need to utilize these shutdown periods to perform work activities that have a reasonable probability of causing an unplanned shutdown of Unit 1.

If the Scheduled Shutdown of Unit 1 occurs at a time when Unit 1 is not otherwise scheduled by PacifiCorp to be shutdown and non-dispatchable, then [NAME] shall pay to PacifiCorp Replacement Power Costs calculated in the same manner as set forth in Section 5.2(c) as though the Scheduled Shutdown were an Unscheduled Shutdown.

5.2 Unscheduled Shutdowns of Unit 1.

(a) [NAME] shall be responsible for conducting its development, construction, commissioning, testing and startup activities in a manner that minimizes the impact of Unit 2 construction on the operation of Unit 1.

(b) In the event activities performed by [NAME] or its contractors causes Unit 1 to experience an unscheduled shutdown or loss of power generation capability (each an "Unscheduled Shutdown"), [NAME] shall be liable to PacifiCorp for all damages incurred by PacifiCorp in connection with such Unscheduled Shutdown. Damages associated with an Unscheduled Shutdown shall include, without limitation, (i) $12,000, multiplied by the Unit 1 OEM's equivalent start ratio for the affected unit(s) per Unscheduled Shutdown occurrence, (ii) the cost of all physical damage to any Unit 1 equipment that is demonstrated to have occurred due to the Unscheduled Shutdown, and (iii) the cost of replacement power ("Replacement Power Costs") for the period of the Unscheduled Shutdown.

(c) Replacement Power Costs shall be calculated as follows, and shall be payable whether or not PacifiCorp actually purchases replacement power for the applicable period as liquidated damages for the lost generation portion of damages only:

(i) If an Unscheduled Shutdown occurs during work scheduled pursuant to Section -5.2(e)(i) while Unit- 1 is operating, replacement power costs shall be calculated as the product of **(1) the Dow Jones SP15 Daily Firm On-Peak Index for the day of delivery, expressed in $/MWh, multiplied by (2) the provided Hourly Scalar for each hour, multiplied by (3) the loss factor of 1.112, plus (4) the basis of $13/MWh** during each hour or portion of hour of the Unscheduled Shutdown, **minus** (5) Unit- 1's incremental cost of generating power (i.e., the product of a given plant's then effective net heat rate multiplied by midpoint of the Kern River, Opal Plant Platt's Daily Gas Index at the time of the Unscheduled Shutdown expressed in units of $/mmBtu)

_____= Market Price – Incremental Cost

Replacement Power = (1x2x3+4)-5

(d) After an Unscheduled Shutdown of Unit- 1, any such future work that is to be performed by [NAME] or its contractors of the same or similar nature to that which caused the Unscheduled Shutdown shall proceed as follows:

(i) PacifiCorp and [NAME] shall develop a plan designed to accomplish the necessary work in a manner that will avoid reoccurrence of the Unscheduled Shutdown.

(ii)Such work plan shall provide that such work may, at PacifiCorp's election:

(1) be rescheduled to begin within, and end not less than five (5) hours before the end of, a subsequent Off-Peak Hourly Periods, during which Unit -1 may continue to operate; or

(2) PacifiCorp may elect to schedule a shutdown of Unit- 1 during any subsequent Off-Peak Hourly Periods and such work may be performed during such shutdown beginning within, and ending no less than two (2) hours before the end of, such Off-Peak Hourly Periods.

(e) PacifiCorp shall provide [NAME] with not less than eight (8) hours' advance notice (to be confirmed in writing) of any election to schedule a shutdown of Unit 1 pursuant to Section 5.2(d)(ii)(2).

(f) Nothing in this Article V is intended to be nor shall operate as a limitation on PacifiCorp's right or ability to recover damages from [NAME] pursuant to the [PPA/TSA], this Agreement or otherwise at law or in equity.

5.3 Testing and Initial Firing of Combustion Turbines.

[NAME] shall conduct testing and initial firing of the Unit 2 combustion turbine generator during Off-Peak Hourly Periods.

ARTICLE VI
Notices and Miscellaneous Provisions

6.1 Notices, Consents and Approvals

Contact information for notices, requests, demands and other communications required or permitted hereunder is as follows:

if to [NAME], to:

with copies to:

or to such other person or address as [NAME] shall furnish to PacifiCorp;

if to PacifiCorp, to:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, Oregon 97232-2315
Attn: _____

Tel: _____
Fax: _____

with copies, in connection with default notices, to:

or to such other person(s) or address(es) as PacifiCorp furnishes to [NAME] from time to time.

All notices, including, acceptances, consents, approvals, agreements, deliveries of information, designations, requests, demands and other communications required or permitted hereunder shall be in writing, properly addressed as provided in paragraph (a) above, and given by (i) hand delivery, (ii) a national overnight courier service, (iii) confirmed facsimile transmission, followed by a hard copy, or (iv) certified or registered mail, return receipt requested, and postage prepaid. Any such notice or other communication shall be deemed to have been duly given as of the date delivered if by hand delivery, national overnight courier service or confirmed facsimile transmission (provided a hard copy promptly follows by other means provided herein), or five (5) calendar days after mailing if by certified or registered mail.

6.2 Entire Agreement

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, of the Parties relating to the subject matter hereof. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on either Party.

6.3 Amendment; Waiver

No amendment or other modification of any provision of this Agreement shall be valid or binding unless it is signed by each of the Parties. No waiver of any provision of this Agreement shall be valid or binding unless it signed by the Party waiving compliance with such provision. No delay on the part of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver or any partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other such right, power or privilege. No waiver of any breach, term or condition of this Agreement by any Party shall constitute a subsequent waiver of the same or any other breach, term or condition.

6.4 Successors and Assigns

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns.

6.5 Third Party Beneficiaries

The provisions of this Agreement shall only be for the benefit of, and enforceable by, the Parties hereto and shall not inure to the benefit of or be enforceable by any third party.

6.6 Severability

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6.7 Further Assurances

Each Party shall, at the request of the other, execute and deliver or cause to be executed and delivered such documents and instruments not otherwise specified herein, and take or cause to be taken all such other reasonable actions, as may be necessary or desirable to more fully and effectively carry out the intent and purposes of this Agreement.

6.8 Publicity

Except as required by law, [NAME] agrees that they will not issue or release for external publication any press release, article, advertising or other publicity matter in any form (including print, electronic, or interview) relating to the Project, or to this Agreement without first consulting with and obtaining the prior consent of PacifiCorp, which consent shall not be unreasonably withheld or delayed. Except as required by law, PacifiCorp agrees that it will not issue or release for external publication any press release, article, advertising or other publicity matter in any form (including print, electronic, or interview) relating to this Agreement without first consulting with and obtaining the prior consent of [NAME], which consent shall not be unreasonably withheld or delayed. To the extent reasonably possible, the releasing Party will accommodate the concerns of the other Party. This requirement does not, however, restrict [NAME] from identifying its involvement in the Project in its marketing of products and services to others.

6.9 Independent Contractor

[NAME] is an independent contractor with respect to the Work, and each part thereof, and in respect of all work to be performed hereunder. Neither [NAME], the contractor, nor any subcontractor, the employees of any of such entities, employed in connection with the work shall be deemed to be agents, representatives, joint ventures, employees or servants of PacifiCorp by

reason of their performance hereunder or in any manner dealt with herein. Neither Party shall perform any act or make any representation to any Person to the effect that [NAME], nor any of its agents, representatives, the contractor or subcontractors, is the agent of PacifiCorp.

6.10 Survival

The provisions of Article 4 ("Construction Damage"), Article 5 ("Shutdowns"), and Sections 2.2 ("Governing Provisions"), 3.1 ("Construction Control"), 3.3 ("PacifiCorp Access to the Construction Area"), 3.9 ("Security and Safety Requirements"), 6.9 ("Independent Contractor") and 6.11 ("Governing Law; Waiver of Jury Trial") of this Agreement shall survive the expiration or earlier termination of this Agreement indefinitely, provided that the foregoing enumeration shall not be interpreted to bar survival of any other provision hereof which would otherwise be deemed to survive by operation of law.

6.11 Governing Law; Waiver of Jury Trial

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR ANY MATTER ARISING HEREUNDER OR THEREUNDER. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR ANY MATTER ARISING HEREUNDER OR THEREUNDER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.

6.12 Counterparts

This Agreement may be executed by the Parties in two or more separate counterparts (including by facsimile transmission), each of which shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6.13 Captions

The captions for Articles and Sections contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

6.14 Costs and Expenses.

All Parties have jointly drafted this Agreement. Presumptions regarding the interpretation of documents against the persons drafting same shall not apply to this Agreement. Each Party hereto will pay all costs and expenses incident to its negotiation and preparation of this Agreement and, except as set forth herein, to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants. In the event of default hereunder, the Parties agree that the defaulting Party shall pay the fees, expenses and disbursements of counsel for the non-defaulting Party in enforcing this Agreement.

6.14 No Waiver.

Except as otherwise provided herein, no provision of this Agreement may be waived except in writing. No failure by either Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof. Any waiver at any time by a Party of its right with respect to default under this Agreement, or the respect to other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter.

6.15 Liquidated Damages.

TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE UNDER THIS AGREEMENT IS AGREED BY THE PARTIES TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT CONSTITUTES A REASONABLE APPROXIMATION OF SUCH DAMAGES, AND NOT A PENALTY.

6.16 Limitation of Liability.

~~I.~~BUYER SHALL NOT BE LIABLE TO SELLER FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

By [NAME]:

Title:

By:

Title:

EXHIBIT A TO
CONSTRUCTION COORDINATION AGREEMENT

Glossary of Defined Terms

Except as otherwise defined in the body of this Agreement, of which this Exhibit A is a part, capitalized terms shall have the meanings set forth below:

(1) "Action" shall mean any lawsuit, action, proceeding, investigation or complaint before any Governmental Authority, mediator or arbitrator.

(2) "Agreement" shall have the meaning given to it in the Recitals of this Agreement.

(3) "[PPA/TSA]" shall have the meaning set forth in the Recitals.

(4) "PacifiCorp's Area" means the entirety of the Site that is not included in the Construction Area, as the same may exist from time to time.

(5) "Claims" means any liabilities, fines, penalties or assessments other damages at law or in equity for the payment of money or for specific performance by or on behalf of PacifiCorp, including without limitation claims for injury or death to persons or damage to property, together with costs and attorneys fees associated therewith.

(6) "Commercial Operation Date" shall have the meaning set forth in the [PPA/TSA].

(7) "Common Facilities" means those tangible assets, contracts, and permits owned by PacifiCorp in connection with Unit 1 and utilized in common by PacifiCorp and [NAME] for the construction, startup, commissioning and operation of Unit 2, identified on Exhibit "B".

(8) "Construction Area" shall have the meaning given to it in Section 3.2 of this Agreement

(9) "Construction Damage" shall have the meaning given to it in Section 4.1 of this Agreement.

(10) "Construction Fence" shall have the meaning given to it in Section 3.2 of this Agreement.

(11) "Effective Date" has the meaning set forth in the [APSA / EPC Contract]

(12) "Emergency" means any situation which is likely to impose an immediate threat of injury to any Person or of material property damage or material economic loss to all or any part of the Facility.

(13) "Facility" or "Facilities" shall mean Unit 1, Unit 2 and the Common Facilities, and all energy producing equipment and auxiliary equipment, fuel storage and handling facilities and equipment, electrical transformers, interconnection facilities and metering facilities, associated with Unit 1 or Unit 2 as may be required for receipt of fuel and for delivery of electricity, and all other improvements related solely to the Units and located on the Site.

(14) "Governmental Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county or other political subdivision.

(15) "NERC" shall mean the North American Electric Reliability Council, and any successor entity.

(16) "Off-Peak Hourly Period" means those periods of time measured by hours ending 0100 through 0600 and hours ending 2300 through 2400 Monday through Saturday, and all hours on Sunday and NERC Holidays.

(17) "PacifiCorp" shall have the meaning set forth in the Recitals.

(18) "PacifiCorp's Area" shall have the meaning given to it in Section 3.2 of this Agreement.

(19) "Party" shall have the meaning given to it in the Recitals of this Agreement.

(20) "Performance Testing" shall have the meaning given to it in the [PPA/TSA].

(21) "Person" means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization or Governmental Authority.

(22) "Prudent Industry Practice" shall have the meaning given to it in the [PPA/TSA].

(23) "Project Schedule" shall mean a detailed schedule setting forth milestones for key stages of the construction, testing and commissioning of Unit 2, including without limitation provisions regarding necessary interfaces with the Common Facilities, provided by [NAME] to PacifiCorp and updated to reflect material changes in such schedule from time to time.

(24) "Replacement Power Costs" shall have the meaning given to it in Section 5.2(b) of this Agreement.

(25) "Shutdown Periods" shall have the meaning given to it in Section 6.1 of this Agreement.

(26) "Site" means the real property on which the Facilities are located.

(27) "Tagging and Safety Program" shall mean that tagging and safety program in effect and maintained by PacifiCorp at the Facility from time to time and provided to [NAME].

(28) "Term" shall have the meaning given to it in Section 2.1 of this Agreement.

(29) "Unit" shall mean an individual generating facility consisting of the gas turbine, heat recovery system generator, steam turbine, auxiliary boilers and other associated facilities and equipment owned by individually by PacifiCorp or [NAME] not included as Common Facility.

(30) "Unit 1" means the power plant located in _____, Utah, owned by PacifiCorp and the related facilities, real property and property rights related thereto including all necessary permits and licenses, but excluding the Common Facilities.

(31) "Unit 2" means the proposed power plant to be located in _____ under development by [NAME] adjacent to Unit 1 and the related facilities, real property and property rights related thereto including all necessary permits and licenses, but excluding the Common Facilities.

(32) "Unscheduled Shutdown" shall have the meaning given to it in Section 6.2(b) of this Agreement.

Rules as to Usage

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined.

   (i) The singular includes the plural and vice versa;

   (ii) Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

   (iii) Reference to a Person in a particular capacity excludes such Person in any other capacity;

   (iv) Any gender reference includes the other gender;

   (v) Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;

   (vi) References used in any Article, Section, Schedule, Exhibit or clause refer to this agreement;

   (vii) "Hereunder," "hereof," "hereto," "herein," and words of similar import are references to this Agreement as a whole not any particular part of provision hereof or thereof;

(viii) "Including" ("include") means including without limiting the generality of any description preceding such term;

(ix) Relative to any period of time, "from" means "from and including," "to" means "to but not including," and "through" means "through and including;" and

(x) Reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated there under.

EXHIBIT ~~-~~ B
TO
CONSTRUCTION COORDINATION AGREEMENT

Common Facilities

EXHIBIT C
CONSTRUCTION COORDINATION AGREEMENT

Site Plan Designation of Construction Area

EXHIBIT D
CONSTRUCTION COORDINATION AGREEMENT

Security Requirement

RFP ATTACHMENTS

RFP ~~2012~~

~~Attachment 1~~

~~Company Benchmark Base Load Resource By Year Over The Term~~

Attachment 1: Company Benchmark Base Load Resource By Year Over The Term

2012 COMPANY BENCHMARK BASE LOAD RESOURCE

~~Hunter 4 and~~

Intermountain Power ~~Plant~~ Project 3

~~2012 COMPANY BENCHMARK BASE LOAD RESOURCE Hunter 4 and Intermountain Power Plant 3~~

PacifiCorp Energy 2012 Benchmark
~~Benchmark 2012 -~~340MW Intermountain Power Project Unit 3

PacifiCorp Energy is participating as a development partner in the construction of the Intermountain Power Project (IPP) Unit 3. IPP Unit 3 has a planned commercial operation date in the summer of 2012. IPP Unit 3 will have a nominal net rating of 900 MW. PacifiCorp Energy has 340 MW (or 37.8%) share of the unit's output. The primary fuel will be pulverized coal with light oil used for startup and boiler stabilization.

IPP Unit 3 will use super-critical boiler steam turbine technology with expected main steam conditions of 3700 psia and nominal steam temperatures of 1100^{o}F (main steam) and 1100^{o}F (reheat steam). ~~IPP Unit 3 is currently permitted as a hybrid subcritical boiler with expected main steam conditions of 2520 psig and nominal steam temperatures of 1050^{o}F (main steam) and 1050^{o}F (reheat steam). The participants are currently evaluating the use of supercritical boiler design. If the studies confirm that a supercritical design is cost effective and that a change can be made administratively, then the participants will pursue construction on a supercritical design.~~ The boiler will be either tangentially-fired or wall-fired. The boiler combustion system will use low-NOx burners combined with state-of-the-art over-fire air systems to minimize the formation of nitrogen oxides (NOx) in the furnace. The boiler will be equipped with an integral selective catalytic reduction (SCR) system for additional NOx reduction using anhydrous ammonia. Unit 3 will meet a NOx emission limit of 0.07 lb/mmBtu on a 24 hour average basis. The boiler will be totally enclosed. The steam turbine will be a tandem-compound six-flow machine consisting of HP/IP and multiple LP casings. The steam turbine cycle will be based on eight stages of feedwater heaters in a Heater above Reheat Point (HARP) cycle. The condenser and feedwater heater tubing shall be titanium and stainless steel, respectively.

The unit will be equipped with a state-of-the air quality control system (AQCS) that will include a wet limestone forced-oxidation flue gas desulfurization (FGD) system that will remove a approximately 95% of the sulfur oxides (SO_2) from the boiler flue gas to comply with the air permit allowable emission level of 0.09 lb/mmBtu SO_2 on a 24 hour average basis. The AQCS will also consist of a reverse-air fabric filter (baghouse) for the removal of particulate. The Unit 3 stack will have a minimum height of 712' and will be designed for wet operation.

IPP Unit 3 will be located on the site of the existing Intermountain Power Agency's Intermountain Generating Station that consists of two 900 MW (net) units. Unit 3 will be located next to Unit 2. The Intermountain Generating Station is located in Millard County, Utah. The facility is located approximately 10 miles west of Lynddyl, Utah, off Utah State Highway 132. The site consists of approximately 4,600 acres at an elevation of 4670 feet above sea level. The plant site has both rail and road access for deliveries of

coal. Deliveries by rail are provided by Union Pacific. The design outdoor temperature range is 0°F to 100°F with a design wet bulb temperature of 65°F wet bulb temperature.

IPP Unit 3 will burn predominantly local Utah bituminous coals but will have the capability to burn sub-bituminous coals. Modifications will be made to the existing coal storage piles to facilitate coal blending. Upgrades to the existing coal conveyors and conveyor motor drives will be made to improve fuel loading the units. A new transfer tower and conveyor will be installed for Unit 3. The existing fuel oil storage tanks will be used for startup and stabilization fuel. Additional limestone storage and transfer equipment will be provided for Unit 3.

A mechanical draft cooling tower will provide cooling for Unit 3. Raw water for Unit 3 will be pumped from the existing plant raw water reservoir. The plant reservoir receives makeup water from the DMAD surface reservoir and pipeline system. Additional pumps will be installed at the DMAD reservoir to meet the water requirements of the additional unit. No modifications to the pipeline are expected since the makeup water supply system was sized for 3,000 MW of generation at the site. The existing water treatment equipment will be used to process the additional raw water to meet the needs of the service and cooling water systems. Demineralized water will be provided by the existing demineralized water system. The boiler will be equipped with an on-line condensate polisher. The potable water needs of Unit 3 will be provided by extending the existing potable water system.

The existing fire protection system will be extended and modified to meet the needs of Unit 3.

The Intermountain Power Project is a zero liquid discharge ~~(ZLD)~~ facility. Cooling tower blowdown will be used as makeup to the FGD system and boiler seals. Excess waste water will be treated with a brine concentrator. High quality effluent from the brine concentrator will be used as makeup to the demineralizer system. Plant sewage is treated in a tile field. Fly ash will be marketed to the extent possible. Bottom ash and unsold fly ash will be land-filled on the plant site.

Site upgrades will include plant roads, site lighting, fencing, security, controls, and communications equipment. Unit 3 will use existing warehouses and shop facilities.

Power from IPP Unit 3 will connect the 345kV IPP AC switchyard. Power from the AC switchyard is connected to IPA's existing 345 kV Northern Transmission System which connects directly to PacifiCorp's Mona substation.

PacifiCorp Energy 2012 Benchmark

2012 Company Benchmark 600MW at Hunter Unit 4

PacifiCorp Energy's planned 2012 benchmark is the addition of a 4th Unit at the Hunter Plant with a nominal net rating of 600 MW. The primary fuel will be pulverized coal with light oil used for startup and boiler stabilization.

Hunter Unit 4 will employ supercritical boiler-steam turbine technology with main steam conditions of 3600 psig and a nominal steam temperatures of 1050°F (main steam) and 1100°F (reheat steam). The boiler itself will be either tangentially-fired or wall-fired. The boiler combustion system will use low-NOx burners combined with state-of-the-art over-fire air systems to minimize the formation of nitrogen oxides (NOx) in the furnace. The boiler will be equipped with an integral selective catalytic reduction (SCR) system for additional removal of NOx using aqueous ammonia. The boiler construction will be outdoor with at least 75% sided. The steam turbine will consist of a multi-casing design consisting of HP/IP and multiple LP casings. The steam turbine cycle will be based on eight stages of feedwater heaters in a Heater above Reheat Point (HARP) cycle. The condenser and feedwater heater tubing shall be titanium and stainless steel, respectively.

The unit will be equipped with a state-of-the air quality control system (AQCS) that will include a lime-based wet flue gas desulfurization (FGD) system that will remove a minimum of 95% of the sulfur oxides (SO_2) from the boiler flue gas. The ACQS will also consist of a pulse-jet fabric filter (baghouse) for the removal of ash. The Unit 4 stack will be designed and constructed to good engineering practices with a stack height of no less than the height of the existing stacks (600').

Hunter Unit 4 will be located at the Hunter Plant. The Hunter Plant is a three unit coal-fired power plant located in Emery County, Utah. The facility is located on State Highway 10 approximately 3 miles south of Castle Dale, Utah. The site consists of about 1000 acres at an elevation of 5644 feet above sea level. The nearest railroad access is the Utah Railway Company which is 20 miles from the plant by paved road. The design outdoor temperature range is -10F to 100F with a design 64F wet bulb temperature.

Hunter Unit 4 will burn predominantly local Utah bituminous coals but will have the capability to also burn Wyoming coals. Coal storage and handling facilities will be added to provide for up to 45 days of storage and coal blending. The existing fuel oil storage tanks will be used for startup and stabilization fuel.

A cross-flow or counter-flow cooling tower will provide cooling for the unit. Raw water for Unit 4 will be pumped from the existing raw basin southeast of the plant site. This basin receives makeup water from a surface reservoir and pipeline system. Water treatment equipment will be installed to process the raw water to meet the needs of the various process needs of the boiler and cooling systems. The Unit 4 demineralized water tie in

~~point will be at the existing Unit 3 demineralized water tank. The boiler will be equipped with an on-line condensate polisher to meet the high quality water standards necessary for a supercritical boiler. The Unit 4 potable water will be tied into the existing Unit 3 potable water tank. Potable water is piped from the city of Castle Dale.~~

~~The existing fire protection system will be extended and modified. Some fire protection piping will be demolished and replaced with new fire protection piping where it interferes with the construction of Unit 4.~~

~~The Hunter Plant is a zero liquid discharge (ZLD) plant. Cooling tower blowdown will be used as makeup to the FGD system and ash handling systems. The balance of the water is evaporated from a pond or used for irrigation of hay crops. Plant sewage is treated and discharged to the evaporation pond. Bottom ash and fly ash will be land-filled on the plant site.~~

~~Site upgrades will include new warehouse facilities, plant roads, site lighting, fencing, security, and communications equipment.~~

~~Power from Hunter Unit 4 will connect into existing 345 kV transmission lines that connect to the Camp Williams substation, Huntington substation, and the Sigurd substation. An evaluation is in process to determine the need to add transmission lines to avoid generator tripping in the event of multiple transmission line outages.~~

~~PacifiCorp Energy 2012~~
~~Benchmark 2012 -340MW Intermountain Power Project Unit 3~~

~~PacifiCorp Energy is participating as a development partner in the construction of the Intermountain Power Project (IPP) Unit 3. IPP Unit 3 has a planned commercial operation date in the summer of 2012. IPP Unit 3 will have a nominal net rating of 900 MW. PacifiCorp Energy has 340 MW (or 37.8%) share of the unit's output. The primary fuel will be pulverized coal with light oil used for startup and boiler stabilization.~~

~~IPP Unit 3 is currently permitted as a hybrid subcritical boiler with expected main steam conditions of 2520 psig and nominal steam temperatures of 1050°F (main steam) and 1050°F (reheat steam). The participants are currently evaluating the use of supercritical boiler design. If the studies confirm that a supercritical design is cost effective and that a change can be made administratively, then the participants will pursue construction on a supercritical design. The boiler will be either tangentially-fired or wall-fired. The boiler combustion system will use low-NOx burners combined with state-of-the-art over-fire air systems to minimize the formation of nitrogen oxides (NOx) in the furnace. The boiler~~

~~will be equipped with an integral selective catalytic reduction (SCR) system for additional NOx reduction using anhydrous ammonia. Unit 3 will meet a NOx emission limit of 0.07 lb/mmBtu on a 24 hour average basis. The boiler will be totally enclosed. The steam turbine will be a tandem-compound six-flow machine consisting of HP/IP and multiple LP casings. The steam turbine cycle will be based on eight stages of feedwater heaters in a Heater above Reheat Point (HARP) cycle. The condenser and feedwater heater tubing shall be titanium and stainless steel, respectively.~~

~~The unit will be equipped with a state-of the air quality control system (AQCS) that will include a wet limestone forced-oxidation flue gas desulfurization (FGD) system that will remove a approximately 95% of the sulfur oxides (SO_2) from the boiler flue gas to comply with the air permit allowable emission level of 0.09 lb/mmBtu SO_2 on a 24 hour average basis. The AQCS will also consist of a reverse-air fabric filter (baghouse) for the removal of particulate. The Unit 3 stack will have a minimum height of 712' and will be designed for wet operation.~~

~~IPP Unit 3 will be located on the site of the existing Intermountain Power Agency's Intermountain Generating Station that consists of two 900 MW (net) units. Unit 3 will be located next to Unit 2. The Intermountain Generating Station is located in Millard County, Utah. The facility is located approximately 10 miles west of Lynddyl, Utah, off Utah State Highway 132. The site consists of approximately 4,600 acres at an elevation of 4670 feet above sea level. The plant site has both rail and road access for deliveries of coal. Deliveries by rail are provided by Union Pacific. The design outdoor temperature range is 0°F to 100°F with a design wet bulb temperature of 65°F wet bulb temperature.~~

~~IPP Unit 3 will burn predominantly local Utah bituminous coals but will have the capability to burn sub-bituminous coals. Modifications will be made to the existing coal storage piles to facilitate coal blending. Upgrades to the existing coal conveyors and conveyor motor drives will be made to improve fuel loading the units. A new transfer tower and conveyor will be installed for Unit 3. The existing fuel oil storage tanks will be used for startup and stabilization fuel. Additional limestone storage and transfer equipment will be provided for Unit 3.~~

~~A mechanical draft cooling tower will provide cooling for Unit 3. Raw water for Unit 3 will be pumped from the existing plant raw water reservoir. The plant reservoir receives makeup water from the DMAD surface reservoir and pipeline system. Additional pumps will be installed at the DMAD reservoir to meet the water requirements of the additional unit. No modifications to the pipeline are expected since the makeup water supply system was sized for 3,000 MW of generation at the site. The existing water treatment equipment will be used to process the additional raw water to meet the needs of the service and cooling water systems. Demineralized water will be provided by the existing demineralized water system. The boiler will be equipped with an on-line condensate polisher. The potable water needs of Unit 3 will be provided by extending the existing potable water system.~~

~~The existing fire protection system will be extended and modified to meet the needs of Unit 3.~~

~~The Intermountain Power Project is a zero liquid discharge (ZLD) facility. Cooling tower blowdown will be used as makeup to the FGD system and boiler seals. Excess waste water will be treated with a brine concentrator. High quality effluent from the brine concentrator will be used as makeup to the demineralizer system. Plant sewage is treated in a tile field. Fly ash will be marketed to the extent possible. Bottom ash and unsold fly ash will be land-filled on the plant site.~~

~~Site upgrades will include plant roads, site lighting, fencing, security, controls, and communications equipment. Unit 3 will use existing warehouses and shop facilities.~~

~~Power from IPP Unit 3 will connect the 345kV IPP AC switchyard. Power from the AC switchyard is connected to IPA's existing 345 kV Northern Transmission System which connects directly to PacifiCorp's Mona substation.~~

2013 COMPANY BENCHMARK BASE LOAD RESOURCE

~~BRIDGER 5~~ Hunter 4

or

IGCC Jim Bridger

PacifiCorp Energy ~~2012~~ 2013 Benchmark Option
~~2012 Company Benchmark 600MW~~ 575 MW at Hunter Unit 4

One of PacifiCorp Energy's ~~planned 2012~~ 2013 benchmark options is the addition of a 4th Unit at the Hunter Plant with a nominal net rating of ~~600~~ 575 MW. The primary fuel will be pulverized coal with light oil used for startup and boiler stabilization.

Hunter Unit 4 will employ supercritical boiler-steam turbine technology with main steam conditions of at least 3600 psig and a nominal steam temperatures of 1050°F (main steam) and 1100°F (reheat steam). The boiler itself will be either tangentially-fired or wall-fired. The boiler combustion system will use low-NOx burners combined with state-of-the-art over-fire air systems to minimize the formation of nitrogen oxides (NOx) in the furnace. The boiler will be equipped with an integral selective catalytic reduction (SCR) system for additional removal of NOx using aqueous ammonia. The boiler construction will be outdoor with at least 75% sided. The steam turbine will consist of a multi-casing design consisting of HP/IP and multiple LP casings. The steam turbine cycle will be based on eight stages of feedwater heaters in a Heater above Reheat Point (HARP) cycle. The condenser and feedwater heater tubing shall be titanium and stainless steel, respectively.

The unit will be equipped with a state-of-the air quality control system (AQCS) that will include a lime-based wet flue gas desulfurization (FGD) system that will remove a minimum of 95% of the sulfur oxides (SO_2) from the boiler flue gas. The ACQS will also consist of a pulse-jet fabric filter (baghouse) for the removal of ash. The Unit 4 stack will be designed and constructed to good engineering practices with a stack height of no less than the height of the existing stacks (600').

Hunter Unit 4 will be located at the Hunter Plant. The Hunter Plant is a three unit coal-fired power plant located in Emery County, Utah. The facility is located on State Highway 10 approximately 3 miles south of Castle Dale, Utah. The site consists of about 1000 acres at an elevation of 5644 feet above sea level. The nearest railroad access is the Utah Railway Company which is 20 miles from the plant by paved road. The design outdoor temperature range is -10F to 100F with a design 64F wet bulb temperature.

Hunter Unit 4 will burn predominantly local Utah bituminous coals but will have the capability to also burn Wyoming coals. Coal storage and handling facilities will be added to provide for up to 45 days of storage and coal blending. The existing fuel oil storage tanks will be used for startup and stabilization fuel.

A cross-flow or counter-flow cooling tower will provide cooling for the unit. Raw water for Unit 4 will be pumped from the existing raw basin southeast of the plant site. This basin receives makeup water from a surface reservoir and pipeline system. Additional water

collection and storage facilities may be required. Water treatment equipment will be installed to process the raw water to meet the needs of the various process needs of the boiler and cooling systems. The Unit 4 demineralized water tie in point will be at the existing Unit 3 demineralized water tank. The boiler will be equipped with an on-line condensate polisher to meet the high quality water standards necessary for a supercritical boiler. The Unit 4 potable water will be tied into the existing Unit 3 potable water tank. Potable water is piped from the city of Castle Dale.

The existing fire protection system will be extended and modified. Some fire protection piping will be demolished and replaced with new fire protection piping where it interferes with the construction of Unit 4.

The Hunter Plant is a zero liquid discharge ~~(ZLD)~~ plant. Cooling tower blowdown will be used as makeup to the FGD system and ash handling systems. The balance of the water is evaporated from a pond or used for irrigation of hay crops. Plant sewage is treated and discharged to the evaporation pond. Bottom ash and fly ash will be land-filled on the plant site.

Site upgrades will include new warehouse facilities, plant roads, site lighting, fencing, security, and communications equipment.

Power from Hunter Unit 4 will connect into existing 345 kV transmission lines that connect to the Camp Williams substation, Huntington substation, and the Sigurd substation. An evaluation is in process to determine the need to add transmission lines to avoid generator tripping in the event of multiple transmission line outages.

~~2014 COMPANY BENCHMARK BASE LOAD RESOURCE IGCC PROJECT~~

PacifiCorp Energy 201~~4~~3 Benchmark Option
~~-~~IGCC ~~B~~500 MW at Jim Bridger~~enchmark~~

One of PacifiCorp Energy's ~~2014~~ 2013 IGCC benchmark options is a coal gasification facility together with its associated auxiliaries necessary to provide syn-gas to fuel a "2 x1" combined cycle configuration using either General Electric's 7FB or Siemens Power SGT-5000F gas turbines. The 2013 IGCC benchmark will consist of multiple gasifiers, with potential sparing as economically indicated with the goal to provide 90% syngas availability on coal alone. The primary fuel will be pulverized coal with natural gas for startup, pilot fuel and during planned outages of the coal gasification system. ~~The 2014 IGCC benchmark may consist of up to three gasifiers as necessary to provide 90% availability on coal alone. The primary fuel will be pulverized coal with either natural gas or light oil for startup.~~

Potential gasifier technologies may include Conoco-Philips, General Electric, Shell, Siemens, and Mitsubishi. ~~Potential gasifier technologies would include Conoco-Philips, General Electric, and Shell. Potentially, Siemens' newly acquired Sustec gasifier technology may also be considered as potential gasifier technology supplier provided adequate scale-up and target availability levels are demonstrated.~~ Since the designs of the gasifiers and the associated reference plants are unique, specific details on the selected benchmark design will depend on future project specific scoping studies and Front End Engineering Design (FEED) studies. The designs are also dependent on coal composition and location. ~~, as a~~ As a general guideline, the benchmark IGCC plant will be based on the standard reference plant configuration as supplied by the selected technology suppliers consistent with fuel specific requirements. The benchmark design requirements would also be supplemented as necessary by the findings and recommendations of Electric Power Research Institute's (EPRI) Coal fleet IGCC User Design Basis Specification.

The design basis for environmental performance for the ~~2014~~ 2013 IGCC benchmark is the EPRI Coal fleet IGCC User Design Basis Specification Environmental Design Level II. In order to achieve NOx emissions levels associated with Coal Fleet's Environmental Design Level II, a Selective Catalytic Reduction (SCR) system would be required. As a consequence of using an SCR additional H_2S would need to be removed from the syngas in order to reduce the potential of fouling of the SCR catalyst. A refrigerated amine, Selexol™, or similar high-efficiency system would be used to reduce the H_2S levels to the necessary levels. The ~~2014~~ 2013 benchmark would not incorporate an oxidation catalyst.

The ~~2014~~ 2013 IGCC plant benchmark would be designed and constructed to allow for future CO_2 capture equipment in that sufficient space and interconnections would be provided to allow for future installation of CO_2 capture equipment. The CO_2 capture

equipment, such as humidification towers, shift reactors, CO_2 absorbers/strippers, and dryers ~~and~~ compressors would not be installed as part of the original design. Depending on the results of further study, it is possible the IGCC benchmark would include a mitigation provision for future CO2 capture by over-sizing certain components as part of the original design. This will minimize the performance impacts associated with any later installation of CO_2 capture equipment. Installation of CO_2 capture equipment for enhanced oil recovery would be a site specific consideration.

The air separation unit of ~~2014~~ 2013 IGCC benchmark would need to have a guaranteed availability level of 98% or better. Sufficient on-site nitrogen storage would be required to meet purge gas requirements. The need for liquid or gaseous oxygen storage would be evaluated depending on the expected duration and frequency of unexpected outages of the vendor's proposed air separation system. The ~~2014~~ 2013 IGCC benchmark would be designed such that the air separation unit would receive a portion of the air supply requirement from the gas turbine compressor. An auxiliary air separation unit compressor would provide the remaining compressed air requirement. The degree of integration would be a parameter to be determined during the FEED study.

Project Characteristics

Characteristics of how the Proxy is modeled in the 2006 ~~RFP~~IRP

	Hunter 4 Supercritical	Bridger 5 Supercritical	Inter Mountain Power Project 3 Supercritical	Integrated Gasification Combined Cycle Resource Utah	Integrated Gasification Combined Cycle Resource Wyoming
Starts per Day	Base Load Unit not expected to cycle on & off on a daily basis				
Start Up Cost (2006$)	$15,907 / Start	$19,884 / Start	$15,907 / Start	$13,380 / Start	$13,380 / Start
Variable O&M (2006$)	$2.41 / MWh	$2.08 / MWh	$2.41 / MWh	$1.10 / MWh	$1.08 / MWh
Minimum Up Time	16 Hours	16 Hours	16 Hours	16 Hours	16 Hours
Minimum Down Time	12 Hours	12 Hours	12 Hours	30 Hours	30 Hours
Ramp Rate (warm start)	30 MW / minute	30 MW / minute	30 MW / minute	12.5 MW / minute	12.5 MW / minute
Run-Up Rate (cold start)	212 MW / Hour	212 MW / Hour	212 MW / Hour	48 MW / Hour	48 MW / Hour

RFP ~~2012~~

Attachment 2: QF Bidder Information

~~Attachment 2~~

~~Qf Bidder INFORMATION~~

P.S.C.U. No. 46 **Original Sheet No. 38.7**

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

II. B. Procedures (continued**)**

Generally, the interconnection process involves (1) initiating a request for interconnection, (2) completion of studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, (3) execution of an Interconnection Facilities Agreement to address facility construction, testing and acceptance and (4) execution of an Interconnection Operation and Maintenance Agreement to address ownership and operation and maintenance issues.

Consistent with PURPA, the owner is responsible for all interconnection costs assessed by the Company on a nondiscriminatory basis.

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

II. Process for Negotiating Interconnection Agreements (continued**)**

Because of functional separation requirements mandated by the Federal Energy Regulatory Commission, interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's power delivery function.

A. Communications

Initial communications regarding interconnection agreements should be directed to the Company in writing as follows:

Utah Power & Light Company
Manager-QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

Based on the project size and other characteristics, the Company will direct the QF owner to the appropriate individual within the Company's power delivery function that will be responsible for negotiating the interconnection agreement with the QF owner. Thereafter, the QF owner should direct all communications regarding interconnection agreements to the designated individual, with a copy of any written communications to the address set forth above.

B. Procedures

The Company will follow the procedures for generation interconnection described in Part IV of the Company's Open Access Transmission Tariff (Tariff) on file with the Federal Regulatory Commission. A copy of the Tariff is available on-line at http//www.oasis.pacificorp.com

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures

1. The Company's proposed generic power purchase agreement may be obtained from the Company's website at www.pacificorp.com, or if the owner is unable to obtain it from the website, the Company will send a copy within seven days of a written request."

2. To obtain an indicative pricing proposal with respect to a proposed project, the owner must provide in writing to the Company, general project information reasonably required for the development of indicative pricing, including, but not limited to:

   a) generation technology and other related technology applicable to the site
   b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system
   c) quantity and timing of monthly power deliveries (including project ability to respond to dispatch orders from the Company)
   d) proposed site location and electrical interconnection point
   e) proposed on-line date and outstanding permitting requirements
   f) demonstration of ability to obtain QF status

g) fuel type (s) and source (s)
h) plans for fuel and transportation agreements
i) proposed contract term and pricing provisions (i.e., fixed, escalating, indexed)
j) status of interconnection arrangements

3. The Company shall not be obligated to provide an indicative pricing proposal until all information described in Paragraph 2 has been received in writing from the QF owner. Within 30 days following receipt of all information required in Paragraph 2, the Company will provide the owner with an indicative pricing proposal, which may

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures (continued)

include other indicative terms and conditions, tailored to the individual characteristics of the proposed project. Such proposal may be used by the owner to make determinations regarding project planning, financing and feasibility. However, such prices are merely indicative and are not final and binding. Prices and other terms and conditions are only final and binding to the extent contained in a power purchase agreement executed by both parties and approved by the Commission. The Company will provide with the indicative prices a description of the methodology used to develop the prices.

4. If the owner desires to proceed forward with the project after reviewing the Company's indicative proposal, it may request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In connection with such request, the owner must provide the Company with any additional project information that the Company reasonably determines to be necessary for the preparation of a draft power purchase agreement, which may include, but shall not be limited to:

a) updated information of the categories described in Paragraph B.2,

b) evidence of adequate control of proposed site
c) identification of, and timelines for obtaining any necessary governmental permits, approvals or authorizations

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures (continued)

d) assurance of fuel supply or motive force
e) anticipated timelines for completion of key project milestones
f) evidence that any necessary interconnection studies have been completed and assurance that the necessary interconnection arrangements are being made in accordance with Part II.

5. The Company shall not be obligated to provide the owner with a draft power purchase agreement until all information required pursuant to Paragraph 4 has been received by the Company in writing. Within 30 days following receipt of all information required pursuant to paragraph 4, the Company shall provide the owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including a specific pricing proposal for purchases from the project. Such draft shall serve as the basis for subsequent negotiations between the parties and, unless clearly indicated, shall not be construed as a binding proposal by the Company

6. After reviewing the draft power purchase agreement, the owner may prepare an initial set of written comments and proposals regarding the draft power purchase agreement and forward such comments and proposals to the Company. The Company shall not be obligated to commence negotiations with a QF owner until the Company has received an initial set of written comments and proposals from the QF owner. Following the Company's receipt of such comments and proposals, the owner may contact the Company to schedule contract negotiations at such times and places as are mutually agreeable to the parties. In connection with such negotiations, the Company:

a) will not unreasonably delay negotiations and will respond in good faith to any additions, deletions or modifications to the draft power purchase agreement that are proposed by the owner

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures (continued)

b) may request to visit the site of the proposed project if such a visit has not previously occurred

c) will update its pricing proposals at appropriate intervals to accommodate any changes to the Company's avoided-cost calculations, the proposed project or proposed terms of the draft power purchase agreement may request any additional information from the owner necessary to finalize the terms of the power purchase agreement and satisfy the Company's due diligence with respect to the Project.

7. When both parties are in full agreement as to all terms and conditions of the draft power purchase agreement, the Company will prepare and forward to the owner a final, executable version of the agreement. The Company reserves the right to condition execution of the power purchase agreement upon simultaneous execution of an interconnection agreement between the owner and the Company's power delivery function, as discussed in Part II. Prices and other terms and conditions in the power purchase agreement will not be final and binding until the power purchase agreement has been executed by both parties and approved by the Commission.

II. Process for Negotiating Interconnection Agreements

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon all necessary interconnection arrangements being consummated.

It is recommended that the owner initiate its request for interconnection as early in the planning process as possible, to ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

II. Process for Negotiating Interconnection Agreements (continued**)**

Because of functional separation requirements mandated by the Federal Energy Regulatory Commission, interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's power delivery function.

A. Communications

Initial communications regarding interconnection agreements should be directed to the Company in writing as follows:

Utah Power & Light Company
Manager-QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

Based on the project size and other characteristics, the Company will direct the QF owner to the appropriate individual within the Company's power delivery function that will be responsible for negotiating the interconnection agreement with the QF owner. Thereafter, the QF owner should direct all communications regarding interconnection agreements to the designated individual, with a copy of any written communications to the address set forth above.

B. Procedures

The Company will follow the procedures for generation interconnection described in Part IV of the Company's Open Access Transmission Tariff (Tariff) on file with the Federal Regulatory Commission. A copy of the Tariff is available on-line at http//www.oasis.pacificorp.com

RFP

Attachment 3: Power Purchase Agreement

~~2012~~

~~Attachment 3~~

~~Power Purchase CONTRACT~~

~~Agreement~~

RFP ~~2012~~

Attachment 4: Role And Function Of The Independent Evaluator And Communication Protocols ~~Between The Benchmark Team, The Evaluation Team, The Bidders And The Independent Evaluator~~

~~Attachment 4~~

~~Role And Function Of The Independent Evaluator And THE Communication Protocols AND COMMUNICATIONS Between The Benchmark Team, The Evaluation~~

~~Team, The Bidders And The Independent EVALUATIOR~~

ROLE OF THE INDEPENDENT EVALUATOR

1) ~~1)~~ The role and function of the Independent Evaluator ("IE") is outlined ~~below.~~as follows:

a. Facilitate and monitor communications between the Soliciting Utility and Bidders.

b. Review and validate the assumptions and calculations of any Benchmark Option(s).

c. Analyze the Benchmark Option(s) for reasonableness and consistency with the Solicitation Process.

d. Access all important models in order to ~~A~~analyze, operate and validate all important models, modeling techniques, assumptions and inputs utilized by the Soliciting Utility in the Solicitation Process, including the evaluation of Bids.

e. Receive and "blind" Bid responses.

f. Provide input to the Soliciting Utility on:

i. ~~-~~the development of screening and evaluation criteria, ranking factors and evaluation methodologies that are reasonably designed to ensure that the Solicitation Process is fair, reasonable and in the public interest in preparing a Solicitation and in evaluating Bids;

ii. ~~-~~the development of initial screening and evaluation criteria that take into consideration the assumptions included in the Soliciting Utility's most recent IRP, any recently filed IRP Update, any Commission order on the IRP or IRP Update and in its Benchmark Option(s);~~-~~

iii. whether a Bidder has met the criteria specified in any RFQ and whether to reject or accept non-conforming RFQ responses;

iv. whether and when data and information should be distributed to Bidders because it is necessary to facilitate a fair and reasonable competitive ~~Bidding~~ bidding process or has been reasonably requested by Bidders;

v. whether to reject non-conforming bids for any reason or accept conforming changes;

vi. whether to return bid fees.

g. Ensure that all Bids are treated in a fair and non-discriminatory manner.

h. Monitor, observe, validate and offer feedback to the Soliciting Utility and the regulators on all aspects of the Solicitation and Solicitation Process, including:

i. ~~–~~content of the Solicitation;

ii. ~~–~~evaluation and ranking of Bid responses;

iii. ~~-~~creation of a short list(s) of Bidders for more detailed analysis and negotiation;

iv. ~~–P~~post-~~Bid~~ bid discussions and negotiations with, and evaluations of, short-listed Bidders; and

v. ~~–~~negotiation of proposed contracts with successful Bidders.

i. The IE will independently evaluate the Soliciting Utility's Benchmark Resource options and a sample of the bids to determine whether the selections for the initial and final short-lists are reasonable.

j. The IE will evaluate the unique risks and advantages associated with Benchmark Resources, including the regulatory treatment of costs or benefits related to actual constructions cost and plant operation differing from what was projected for the RFP.

k. Once the competing bids and Benchmark Resources have been evaluated by the Soliciting Utility and the IE, the Soliciting Utility and the IEs will ~~the two should~~ compare results.

l. Offer feedback to the Soliciting Utility on possible adjustments to the scope or nature of the Solicitation or requested resources in light of b~~B~~id responses received.

m. ~~Solicit~~ Solicit additional information on Bids necessary for screening and evaluation purposes.

n. Advise the Commission at all stages of the process of any unresolved disputes or other issues or concerns that could affect the integrity or outcome of the Solicitation Process.

o. Analyze and attempt to mediate disputes that arise in the Solicitation Process with the Soliciting Utility and/or Bidders, and present recommendations for resolution of unresolved disputes to the Commission.

p. Participate in and testify at Commission hearings on approval of the Solicitation and Solicitation Process and/or approval of a Significant Energy Resource Decision and/or acknowledgement of the final shortlist.

q. Coordinate as appropriate and as directed by the Commission with staff or evaluators designated by regulatory authorities from other states served by the Soliciting Utility.

r. ~~.~~ Perform such other evaluations and tasks as the Commission may direct.

2). The Communications between the ~~Independent Evaluator,~~IE the Company and the Bidders shall be conducted in the following manner:

a. Communications between a Soliciting Utility and potential or actual Bidders shall be conducted only through or in the presence of the IE~~Evaluator~~. Bidder questions and Soliciting Utility or IE~~Evaluator~~ responses shall be posted on an appropriate website. The ~~Evaluator~~ IE

shall protect or redact competitively sensitive information from such questions or responses to the extent necessary.

b. The Soliciting Utility may not communicate with any Bidder regarding the Solicitation Process, the content of the Solicitation or Solicitation documents, or the substance of any potential response by a Bidder to the Solicitation, except through or in the presence of the IE.

c. The Soliciting Utility shall provide timely and accurate responses to any request from the IE~~Evaluator~~, including requests from Bidders submitted by the ~~Evaluator~~IE, for information regarding any aspect of the Solicitation or the Solicitation Process.

3) The I~~ndependent Evaluator~~E will provide the following ~~R~~reports.

The ~~Evaluator~~ IE shall prepare at least the following confidential reports and provide them to the Regulators and the Soliciting Utility:

a.~~i.~~ Monthly progress reports on all aspects of the Solicitation Process as it progresses;

~~ii~~b.~~.~~ Final Reports as soon as possible following the completion of the Solicitation Process. Final reports shall include analyses of the Solicitation, the Solicitation Process, the Soliciting Utility's evaluation and selection of Bids and resources, the final results and whether the selected resources are in the public interest.

4) Communication between the Evaluation Team and the Benchmark Team:

a. The Evaluation Team, including Non-blinded Personnel, may not be members of the Benchmark Team, nor communicate with members of the Benchmark Team during the Solicitation Process about any aspect of the Solicitation Process, except as authorized herein.

b. The names and titles of each member of the Benchmark Team, the Non-blinded Personnel and Evaluation Team shall be provided in writing to the Evaluator.

c. ~~The Evaluation Team may solicit written comments on matters of technical expertise from the members of the Benchmark Team. All such communications to or from the Benchmark Team must be in writing.~~ The

~~Evaluator~~ IE must participate in ~~all such~~any communications between members of the Benchmark Team and Evaluation Team and must retain a copy of all such correspondence to be made available in future Commission proceedings. ~~The Evaluator must also make available to the Bidder about whose bid the Benchmark Team's technical expertise was sought a written copy of the correspondence between the Evaluation and Benchmark Teams. Any response to such correspondence from the Bidder must be in writing to the Evaluator and must be conveyed to the Evaluation Team. The Evaluator must provide its own or third party verification of the reasonableness of any technical information solicited from the Benchmark Team or Bidder before it may be used in any evaluation.~~

d. ____There shall be no communications regarding blinded Bid information, either directly or indirectly, between the Non-blinded Personnel and other Evaluation Team members until the final short-list is determined except as authorized herein, which communications shall be done in the presence of the IE~~Evaluator~~. The Non-blinded Personnel must not reveal to other Evaluation Team members, either directly or indirectly in any form, any blinded information regarding the identity of any of the Bidders.

e. ____The Evaluation Team shall have no direct or indirect contact or communication with any Bidder other than through the IE~~Evaluator~~ until such time as a final short-list is selected by the Soliciting Utility.

f. ____Should any Bidder or a member of the Benchmark Team, attempt to contact a member of the Evaluation Team, such Bidder or member of the Benchmark Team shall be directed to the IE~~Evaluator~~ for all information and such communication shall **promptly** be reported to the IE~~Evaluator~~ by the Evaluation Team.

RFP ~~2012~~

Attachment 5: Tolling Service Agreement

~~Attachment 5~~

~~Tolling Service Agreement~~ ~~CONTRACT~~

RFP ~~2012~~

~~Attachment 6~~

~~Asset Purchase And Sale Agreement (APSA) With Appendices~~

Attachment 6: Asset Purchase And Sale Agreement (APSA) With Appendices

RFP ~~2012~~

Attachment 7: Lake Side APSA Rights And Facilities

~~Attachment 7~~

~~Lake Side APSA~~

~~Rights And Facilities~~

ATTACHMENT 7:

LAKE SIDE RIGHTS AND FACILITIES

PPA AND TSA BIDDERS ONLY

Easements

PacifiCorp will grant a non-exclusive easement on PacifiCorp's property between Bidder's switchyard to the new 345kV substation serving Bidder's Facility. Easement will be determined based on Bidder's routing of Bidder's cable.

PacifiCorp will grant a non-exclusive easement to allow for the connection of Bidder's Facility to a natural gas supply line located on PacifiCorp property, if required. As an alternative, PacifiCorp, in its sole discretion, may convey such property as required for Bidder's natural gas pipeline and metering station to Bidder as part of the Site Purchase Agreement for Lake Side shown as **Attachment 1~~9~~6** to this RFP. Specific details of the interconnection are provided in **Appendix B** to the APSA.

Water Rights

PacifiCorp does not hold any Water Rights that can be acquired by the Bidder. Bidder will be responsible for acquiring such rights.

Emission Reduction Credits (ERCs)

PacifiCorp has ERCs that can be acquired by the Bidder. Pricing is shown in the Site Purchase Agreement for Lake Side. The available Utah County ERCs are (in tons):

PM-10	46.8
SO_2	4.6
NO_x	22.4

Bidder is responsible for obtaining all ERCs necessary for the operation of the Project.

Facilities Interconnections

Bidder will be entitled to connect, at its own expense with PacifiCorp's raw water connection as specified in Appendix B to the APSA. Supply is limited to water used for construction purposes.

Bidder will acquire under the Bidder will acquire, under the Site Purchase Agreement for Lake Side (**Attachment 16**), rights to one half of the currently available capacity contracted for by PacifiCorp from Questar. Terms of this contract are to be found in the Site Purchase Agreement.

~~Bidder will acquire, under the Site Purchase Agreement for Lake Side (**Attachment 16**), rights to one half of the currently available capacity contracted for by PacifiCorp from Questar. Terms of this contract are to be found in the Site Purchase Agreement.~~

RFP ~~2012~~

~~Attachment 8~~

~~Currant Creek APSA~~

~~Rights And Facilities~~

Attachment 8: Currant Creek APSA Rights And Facilities

ATTACHMENT 8:

CURRANT CREEK RIGHTS AND FACILITIES

PPA AND TSA BIDDERS ONLY

Easements

PacifiCorp will grant a non-exclusive easement on PacifiCorp's property between Bidder's switchyard to the 345kV substation serving Bidder's Facility. Easement will be determined based on Bidder's routing of Bidder's cable.

PacifiCorp will grant a non-exclusive easement to allow for the connection of Bidder's Facility to a natural gas supply line located on PacifiCorp property, if required. As an alternative, PacifiCorp, in its sole discretion, may convey such property as required for Bidder's natural gas pipeline and metering station to Bidder as part of the Site Purchase Agreement for Currant Creek shown as **Attachment 17** to this RFP. Specific details of the interconnection are provided in **Appendix B** to the APSA.

Water Rights

PacifiCorp has Water Rights that can be acquired by the Bidder. Quantities and pricing are shown in the Site Purchase Agreement for Currant Creek shown as **Attachment ~~21~~17** to this RFP.

Emission Reduction Credits (ERCs)

PacifiCorp does not believe that ERCs will be required for this project at this time. Bidder shall be required to perform air quality analysis and permitting to determine need for ERS. If ERCs are required, Bidder shall be responsible to obtain ERCs.

Facilities Interconnections

Bidder will be entitled to connect, at its own expense with PacifiCorp's raw water connection as specified in **Appendix B** to the APSA.

Bidder will acquire, under the Site Purchase Agreement for Currant Creek (**Attachment 17**), rights to one half of the currently available capacity contracted for by PacifiCorp from Questar. Terms of this contract are to be found in the Site Purchase Agreement.

RFP ~~2012~~

~~Attachment 9~~

~~Owner's Costs Under~~

~~APSA And EPC~~

Attachment 9: Owner's Costs Under APSA ~~And EPC~~

ATTACHMENT 9:

OWNER'S COST ASSUMPTIONS

UNDER AN APSA

Costs for both Lake Side~~side~~ and Currant Creek:

ESTIMATED OWNER COSTS	CURRANT CREEK	LAKE SIDE
Project Management	$ 1,000,000	$ 1,000,000
Plant Labor	$ 682,500	$ 682,500
Misc. Consultants	$ 100,000	$ 100,000
Owners' Legal Counsel	$ 100,000	$ 100,000
Regulation, PR & Communication	$ 100,000	$ 200,000
C&T Charges for PSC Hearings	$ 20,000	$ 20,000
Legal Costs for PSC Hearings	$ 200,000	$ 200,000
Computer Hardware	$ 150,000	$ 150,000
Permitting & License Fees	$ 200,000	$ 200,000
Startup / Fuel and Testing[1]	$ 965,400	$ 965,400
Site Surveys/Studies	$ 50,000	$ 50,000
Site Security	$ 250,000	$ 250,000
Operating Spare Parts	$ 6,600,000	$ 6,600,000
Permanent Plant Equipment, Tools, & Furnishings	$ 300,000	$ 300,000
Builders All Risk Insurance	TBD	TBD
Training	$ 250,000	$ 250,000
Escalation Owner's Costs	TBD	TBD
Sales Tax & Duties [2]	Bidder to Supply	Bidder to Supply
Owner Contingency [3]	TBD	TBD
Capital Surcharge	$ 500,000	$ 500,000
Capitalized Property Taxes[4]	TBD	TBD
Interest During Construction (AFUDC[5]) (Based on payment schedule)	TBD	TBD
PROJECT TOTALS	**$ 11,467,900**	**$ 11,567,900**

The above cost figures were developed by PacifiCorp as estimates to be used by PacifiCorp for its own purposes, including but not limited to evaluation of proposals submitted pursuant to the RFP. In no event shall PacifiCorp be responsible for errors or omissions in the above figures or any cost estimates developed by respondents to the RFP.

Notes:

1. Actual costs will depend on then current fuel costs and startup and commissioning schedule.
2. Costs over and above those stated in **Attachment 10 ~~7 and 8~~** "Owner's Development Costs"
3. Bidder shall divide proposal into taxable and non-taxable items.
4. Owner's Contingency will be the same on both sites.
5. Current Effective Rate for Currant Creek is 0.86%, for Lake Side, 1.10%. Both are subject to change.
6. The Current Effect Rate for AFUDC is 7.5%. This is subject to change.

RFP Analysis Guidelines for AFUDC and Capitalized Property Tax

For purposes of analyzing resource RFP responses which require PacifiCorp to assume a progress payment obligation during the construction phase for a resource that will be transferred to and owned by PacifiCorp, the total capitalized cost shall include:

(1) a capitalized financing cost as applied through the application of Allowance for Funds Used During Construction (AFUDC), pursuant to Regulatory Commissions' guidelines, and
(2) an amount for capitalized property taxes, pursuant to PacifiCorp's property tax capitalization policy.

AFUDC

Monthly AFUDC shall be calculated by multiplying the average balance of Construction Work in Progress (CWIP) by the applicable projected AFUDC rate in use by PacifiCorp. CWIP shall include all applicable construction overheads, AFUDC from prior months, and capitalized property taxes that are associated with the final capitalized cost of such resource until such resource is projected to be placed in service.

This rate is currently 7.5% annually. The actual rate in effect at the time of the bid evaluation will be the one used.

Property Tax

If the projected CWIP balance is greater than $50 million as of the first day of each calendar year, the amount of capitalized property taxes that will be added to CWIP will be equal to each year's beginning CWIP balance multiplied by an estimated property tax rate applicable for the resource under consideration.

The standard (non-site specific) rate for PacifiCorp is currently 1.2% of the CWIP balance. The actual rate in effect when the final RFP is issued in ~~September~~November, will be the one used.

RFP ~~2012~~

Attachment 10: Owner's Development Cost Assumptions

~~Attachment 10~~

~~Owner's Development Cost Assumptions~~

ATTACHMENT 10:

OWNER'S DEVELOPMENT COST ASSUMPTIONS

Lake Side Development Costs:

Permitting and License Fees	$200,000
Regulation, PR and Communications	$200,000
Owner's Legal Counsel	$100,000
Surveys/Studies	$50,000
Water Rights[1]	$12,048,000
ERCs[1]	$1,065,169
Miscellaneous Consultants	$125,000
Total	$13,288,169

Currant Creek Development Costs

Permitting and License Fees	$200,000
Regulation, PR and Communications	$200,000
Owner's Legal Counsel	$100,000
Surveys/Studies	$50,000
Water Rights[2,3]	Obtained with Block 1
[4]	
Miscellaneous Consultants	$125,000
Total	$675,000

The above development cost figures were developed by PacifiCorp as estimates to be used by PacifiCorp for its own purposes, including but not limited to evaluation of proposals submitted pursuant to the RFP. Each entity responding to the RFP shall not rely on these figures, and each respondent shall be solely responsible for developing its own estimates of development costs. In no event shall PacifiCorp be responsible for errors or omissions in the above figures or any development cost estimates developed by respondents to the RFP.

Notes:
[1] See Site Purchase Agreement for Lake Side for specific acreages and quantities
[2] See Site Purchase Agreement for Currant Creek for specific acreages and quantities
[3] Currant Creek's design utilizes an Air-Cooled Condenser (ACC)

[4]~~.~~ Currently assumed that no ERCs will be required; Air Quality modeling will be revised to determine RC requirements, if any.

RFP ~~2012~~

~~Attachment 11~~

~~Form Of Letter Of CrediT~~

Attachment 11: Form Of Letter Of Credit

ATTACHMENT 11: ~~to RFP 2012~~

REQUIREMENTS FOR A LETTER OF CREDIT

A Letter of Credit means an irrevocable standby letter of credit in a form reasonably acceptable to PacifiCorp, naming PacifiCorp as the party entitled to demand payment and present draw requests there under, which letter(s) of credit:

(1) is issued by a U.S. commercial bank or a foreign bank with a U.S. branch, with such bank having a net worth of at least $1,000,000,000 and a credit rating on its senior unsecured debt of:

(a) "A2" or higher from Moody's; or

(b) "A" or higher from S&P;

(2) on the terms provided in the letter(s) of credit, permits PacifiCorp to draw up to the face amount thereof for the purpose of paying any and all amounts owing by Seller hereunder.

(3) if a letter of credit is issued by a foreign bank with a U.S. branch, permits PacifiCorp to draw upon the U.S. branch;

(4) permits PacifiCorp to draw the entire amount available there under if such letter of credit is not renewed or replaced at least thirty (30) Business Days prior to its stated expiration date;

(5) permits PacifiCorp to draw the entire amount available there under if such letter(s) of credit are not increased, replaced or replenished as and when provided where applicable;

(6) is transferable by PacifiCorp to any party to which PacifiCorp may assign;

(7) shall remain in effect for at least ninety (90) days after the end of the Term.

RFP ~~2012~~

~~Attachment 12~~

~~Standard And Poor's Inferred Debt Methodology Article~~

Attachment 12: Standard And Poor's Inferred Debt Methodology Article

RFP ~~2012~~

~~Attachment 13~~

~~Pacificorp Costs Associated With Integration~~

Attachment 13: PacifiCorp Costs Associated With Integration

Preliminary Assessment of Transmission Impacts Associated with

RFP Points of Delivery

1. Overview of Points of Delivery

PacifiCorp is interested in resources that are capable of delivery into or in a portion of the Company's network transmission system in PACE. Specifically, the point(s) of delivery of primary interest to PacifiCorp are:

- Salt Lake Valley
- PacifiCorp Sites
  - Currant Creek
  - Lake Side
- Mona 345 kV
- Glen Canyon 230 kV
- Nevada/Utah Border:
  - Gonder-Pavant 230 kV line known as "Gonder 230 kV"
  - Sigurd – Harry Allen 345 line known as "NUB" or Red Butte 345 kV
  - Crystal 500 kV
- West of Naughton

The Company is generally not interested in resources delivered to the following areas:

- Wyoming, unless the resource(s) electrically reside south of the Naughton-Monument 230 kV line and the cost of the upgrade is included.
- Borah, Brady or Kinport unless such resource is interconnected to the Company's Southeast Idaho electrical system near the Goshen area.

2. Transmission Assumptions Associated with the Points of Delivery

PacifiCorp may need to increase transmission import capability and upgrade its network system capacity in order to integrate a resource delivered to the preferred points of delivery. The table below indicates what possible additions might be necessary and the indicative cost associated with the upgrade. These indicative costs are based on assessments done by the PacifiCorp Transmission group for RFP 2003B, the 2004 Integrated Resource Plan and System Impact Studies. These cost estimates will be used for the purpose of evaluating bids and may be refined if better estimates are received prior to issuance of the RFP.

Point of Delivery	**Description of Possible Transmission Additions / Upgrades[1]**	**Path(s) to Upgrade and Voltage Support**	**Estimated Cost of Upgrades**
Salt Lake Valley 138 kV 600 MW	Upgrades to existing lines	Unknown location	$30 M
Lake Side 345 kV 600 MW	Transmission line, substation	Lake Side to Salt Lake Valley	$60 M
Mona/ Currant Creek 345 kV 600 MW	Transmission line, substation	Mona to PACE	$70 M
Glen Canyon 345 kV 600 MW	Transmission line(s), substation, phase shifter	Glen Canyon to Sigurd and Mona to PACE	$220 M
Gonder 345 kV 600 MW	Transmission line(s), substation	Gonder/Nev Border to Sigurd and Mona to PACE	$210 M
NUB (Harry Allen 345 kV) 600 MW	Transmission line, substation, phase shifter	H.Allen to RButte + RButte-Sigurd + Mona to PACE	$310 M
Crystal 345 kV 600 MW	Transmission line(s), substation, transformer, phase shifter	Crystal to RButte + RButte-Sigurd + Mona to PACE	$330 M
West of Naughton 230 kV 600 MW	New line, substation	Naughton to Evanston + Evanston to Salt Lake Valley	$180 M
Four Corners 345kV 600 MW	New line, terminations, phase shifter	F.Corners to Mona + Mona to PACE	$360 M
Path C up to 600 MW	New line, substation	Populus to Terminal	$160 M

Two SVCs are needed for imports from any location. Cost is not included in any POD.

[1] Two SVCs are needed for imports from any location. Cost is not included in any POD.

RFP ~~2012~~

Attachment 14: Confidentiality Agreement

~~Attachment 14~~

~~Confidentiality Agreement~~

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2005, by and between PacifiCorp, an Oregon corporation ("PPW"), and _____ (collectively with all its subsidiaries, officers, directors, members, managers, employees, agents, accountants and attorneys, "Recipient"); with reference to the following:

WHEREAS, PPW and Recipient are discussing a potential transaction relating to PPW's Request for Proposals Base Load Resources ("RFP") ~~2012~~, and in connection therewith Recipient wishes to receive certain Confidential Information (as hereinafter defined), but requires as a condition precedent Recipient's execution of this Agreement;

NOW, THEREFORE, in consideration of the above and the mutual promises herein contained, the parties hereto agree as follows:

1. Confidential Information. "Confidential Information" means any oral or written information which is made available to Recipient by PPW or any of its corporate affiliates or its or their officers, directors, employees, agents, accountants or attorneys (a "Disclosing Party") before or after the date hereof, regardless of the manner furnished, and includes without limitation: (i) compilations and analyses prepared by Recipient; (ii) names of current and potential manufacturers, suppliers, customers and marketing relationships of any Disclosing Party, (iii) the nature, terms, conditions or other facts respecting any discussions between PPW and Recipient (including their existence and status). Confidential Information does not include information which at the time of disclosure is generally available to the public (other than as a result of disclosure by Recipient) or was available to Recipient on a nonconfidential basis from a source other than a Disclosing Party not under a duty of confidentiality to a Disclosing Party.

2. Confidentiality; Disclosure. The Confidential Information will be kept confidential by each Recipient and will not be used for any purpose by its Recipient other than for the purpose set forth above. Recipient will be responsible for any breach of this Agreement by any of its officers, directors, employees, agents, accountants and attorneys. Recipient shall restrict the dissemination of the Confidential Information to its employees who have a need to see it, and shall cause any agent, accountant or other non-employee to whom it wishes to show the Confidential Information sign an agreement in the form hereof in advance thereof. Recipient will keep confidential any Confidential Information contained in any analyses, compilations, studies or other documents prepared by Recipient that contain or reflect any Confidential Information. Upon request from PPW, Recipient promptly will return all copies of the Confidential Information.

3. Protective Order. If Recipient becomes legally compelled to disclose any Confidential Information, it shall provide PPW with prompt prior written notice so that

PPW may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Recipient shall (i) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel, is legally required to be furnished, and (ii) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished.

4. No Representation or Warranty. Recipient acknowledges that no Disclosing Party is making any representation or warranty as to the accuracy or completeness of any information furnished (except specifically to the extent and only to such extent as shall be expressly set forth in an executed and delivered definitive agreement). No Disclosing Party or any of its officers, directors, employees, agents or controlling persons (including, without limitation, parent and subsidiary companies) shall have any liability to a Recipient or any other person relating to or arising from the use of the Confidential Information provided by a Disclosing Party.

5. Conduct of Process. Except for any confidentiality agreements, none of PPW or any Disclosing Party is under any obligation to Recipient, and PPW is free to elect not to consummate an agreement or to furnish or receive information. Nothing contained in this Agreement shall prevent PPW from negotiating with or entering into a definitive agreement with any other person or entity without prior notice to Recipient. Until PPW and Recipient enter into a definitive agreement, no contract or agreement or other investment or relationship shall be deemed to exist between any Disclosing Party or any Recipient as a result of this Agreement, the issuance of a term sheet, the issuance, receipt, review or analysis of information, the negotiation of definitive documentation, or otherwise, and none of the foregoing shall be relied upon as the basis for an implied contract or a contract by estoppel.

6. Intellectual Property Rights. Nothing contained herein grants any rights respecting any intellectual property (whether or not trademarked, copyrighted or patented) or uses thereof.

7. Costs and Expenses. Except as otherwise provided in any other written agreement between the parties, the parties shall bear their own costs and expenses, including without limitation fees of counsel, accountants and other consultants and advisors.

8. Remedies. PPW shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof, in addition to all other remedies available to PPW at law or in equity. No failure or delay by PPW in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.

9. Venue and Choice of Law. This Agreement **is governed by the laws of the State of Oregon**. Any suit, action or proceeding arising out of the subject matter

hereof, or the interpretation, performance or breach hereof, shall be instituted in any State or Federal Court in Multnomah County, Oregon (the "Acceptable Forums"). Each party agrees that the Acceptable Forums are convenient to it, and each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives any and all objections to jurisdiction or venue that it may have any such suit, action or proceeding.

10. Miscellaneous. This Agreement constitutes the entire agreement of the parties relating to its subject matter, and supersedes all prior communications, representations, or agreements, verbal or written. This Agreement may only be waived or amended in writing. Notices hereunder shall be in writing and be effective when actually delivered. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same original instrument. Neither party may assign or otherwise transfer its rights or delegate its duties hereunder without prior written consent, and any attempt to do so is void.

IN WITNESS WHEREOF, the undersigned parties have executed this Confidentiality Agreement as of the date first written above.

PACIFICORP	_____
an Oregon corporation	a _____
By: _____	By: _____
Its:_____	Its:_____

RFP ~~2012~~

~~Attachment 15~~

~~Non-Reliance Letter~~

Attachment 15: Non-Reliance Letter

825 N.E. Multnomah
Portland, Oregon 97232
(503) 813-5000

Date

[Name]
[Address]

Re: PacifiCorp's Request For Proposals Base Load Resources~~FP 2012~~

Dear [_____]:

This letter clarifies PacifiCorp's rights relating to its further evaluation and discussion of your possible involvement with _____ ("Counterparty") proposal submitted in response to PacifiCorp's Request for Proposals ("RFP") ~~2012~~ (collectively with Counterparty's proposal and all matters relating thereto, the "Project") and any subsequent negotiations regarding the terms of any agreement or agreements entered into with you or any other party in connection with the Project. PacifiCorp will agree to enter into further discussions with you only upon your prior acknowledgement of these ~~rights~~rights. ""You"" and similar words (whether or not capitalized) refer to the addressee of this letter, Counterparty, and any Project development entity or other affiliate of the addressee in any way involved in the Project.

PacifiCorp is committed to following a fair process in selecting the winning proposal. However, PacifiCorp reserves the right, in its sole discretion, to terminate the consideration of the Project and any discussions with you or any other parties (such as your lenders) relating to the Project at any time and for any reason without incurring any liability for costs or expenses incurred by you in the course of, or as a result of, your participation in the bidding process or negotiations respecting the Project, including but not limited to any costs or expenses related to or arising from the preparation or submission of your proposal, your legal fees, transmission or environmental studies or reviews, expenses of any third party incurred at your behest, your participation in discussions with PacifiCorp, the Project, or any development costs incurred by you in connection with this process. The submission of a proposal by [Counterparty] and PacifiCorp's decision to engage in further discussions with you does not constitute acceptance of the Project, and shall not obligate PacifiCorp to accept or to proceed

further with the Project. The acceptance of any proposal and the commencement of the Project are contingent on a number of factors, including but not limited to financial and creditworthiness considerations, strategic decisions, resource planning, regulatory approvals, and the approval of PacifiCorp's board of directors and/or shareholders. PacifiCorp makes no representation as to the likelihood of [Counterparty]'s proposal being accepted or of the Project being commenced and, if PacifiCorp decides not to accept [Counterparty]'s proposal or the Project, you hereby fully and forever release and discharge PacifiCorp of all liability whatsoever, whether arising from your alleged reliance on PacifiCorp's acceptance of the Project or any part thereof or whether based upon any other action or claim in tort, contract, promissory estoppel, equity, negligence or intentional conduct, and PacifiCorp shall not be liable for any amount of liability or damages, including but not limited to any amounts for incidental, special, consequential or punitive damages.

PacifiCorp reserves the right to engage in discussions with multiple parties simultaneously with respect to this RFP ~~2012~~ or any other matter, and to accept or reject any type of proposal of any party in its sole discretion. PacifiCorp also reserves the rights to reject all proposals relating to this RFP ~~2012~~, and to pursue any other course it deems appropriate, including without limitation the development of a cost-base self build alternative.

PacifiCorp shall have no obligations to you with respect to the Project unless and until the execution by all applicable parties of one or more definitive written agreements (the "Definitive Agreements") in form and substance satisfactory to the parties entering into such Definitive Agreements and then only to the extent stated therein. No contract will nor will be deemed to exist, whether by estoppel or otherwise, in any other way than execution and delivery (if ever) of the Definitive Agreements. The execution (if any) of any Definitive Agreements would be subject, among other things, to the satisfactory completion of due diligence by such parties as well as the satisfaction of applicable financial, environmental and other regulatory requirements as determined by PacifiCorp. If PacifiCorp selects the Project, then except as specifically set forth in the Definitive Agreements, PacifiCorp shall have no obligations to you in the event that the Project or any part thereof is discontinued, cancelled, stopped, or terminated for any reason whatsoever, including without limitation financial or creditworthiness considerations concerning you or any contemplated source of Project-related funds, third-party delay or failure (with PacifiCorp's transmission function constituting a third party for purposes hereof), regulatory restrictions, gas or transmission infrastructure restrictions, environmental or community challenges, or the Project is embargoed, restrained, subject to labor strike or lockout, destroyed, subject to terrorist attack or any other force beyond your control, is incapable of receiving required gas or electricity transmission or network service, or is otherwise rendered impossible to complete by the times set forth in the Definitive Agreements for any other reason, whether your fault or not.

Whether or not the Project is commenced and Definitive Agreements executed, you will be responsible to pay your own fees and expenses, including without limitation legal

fees and expenses, incurred in connection with the preparation, discussion and negotiation of the Project as well as the preparation, negotiation, execution and delivery of the Definitive Agreements and any other agreements or documents contemplated thereby, and PacifiCorp will not be responsible for any of those fees and expenses.

If the foregoing is acceptable, please indicate so by executing and dating both originals of this letter in the space indicated below, returning one original to the undersigned within three days of the date hereof and retaining the other original for your files.

Sincerely,

PacifiCorp

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED:

[Insert Name of Party]

By: _____

Name: _____

Title: _____

Date: _____

RFP ~~2012~~

~~Attachment 16~~

~~Site Purchase Agreement For Lake Side~~

Attachment 16: Site Purchase Agreement For Lake Side

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

This Agreement for Sale and Purchase of Real Estate (the "Agreement") is entered into as of the ___ day of _____, 20____, by and between _____ ("Buyer") and PacifiCorp, an Oregon corporation ("Seller").

RECITALS

A. Seller is the owner of approximately _____ acres of real property situated within Utah County, _____ and more particularly described on the attached Exhibit "A" (the "Property").

B. Buyer wishes to purchase the Property for;

C. Seller is willing to sell the Property on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the amounts to be paid and the mutual promises contained herein, Buyer and Seller agree as follows:

ARTICLE I
AGREEMENT TO PURCHASE AND SELL; PURCHASE PRICE

1.1 Purchase and Sale. Upon the terms and conditions set forth in this Agreement, Seller agrees to convey to Buyer, and Buyer agrees to purchase and take from Seller, fee title interest in and to that certain parcel of real property, as more particularly described on Exhibit "A", attached hereto and by this reference made part of this Agreement, together with all appurtenances, rights, privileges and easements belonging thereto (collectively referred to herein as the "Property"), unless otherwise expressly stated in this Agreement.

(a) The description of the Property contained in Exhibit "A" is approximate. The exact acreage of the Property will be determined by a survey (the "Survey") to be prepared by Seller, at its sole cost, and provided to Buyer no later than ninety (90) days after the date of this Agreement. The Survey shall be attached to this Agreement as Exhibit "B" upon its completion.

(b) Any water rights associated with the Property are not included as part of this Agreement.

(c) Emissions Reduction Credits associated with the Property are included as part of this Agreement. Details of the Credits are provided in Exhibit "C".

(d) An assignment and transfer from Seller to Buyer, and the acceptance and assumption by Buyer, of fifty percent (50%) of Seller's rights and obligations under that certain Agreement for Firm Transportation to PacifiCorp – Lakeside Generation Facilities dated February 4, 2005, as amended May 3, 2005 between Seller and Questar Gas Company is being entered into in connection with this Agreement. The terms of such assignment, transfer and assumption are included in a separate Assignment and Assumption Agreement between Seller and Buyer of even date herewith, and the effectiveness of such agreement constitutes an express condition for the effectiveness of this Agreement.

1.2 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be _____ ($_____).

1.3 Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller in cash, by cashier's check, or other immediately available funds on the Closing Date, as adjusted for prorations on the Closing Date as provided herein.

ARTICLE II
TITLE INSURANCE

2.1 Commitment of Title Insurance.

(a) Within thirty (30) days after the date of this Agreement, Seller shall deliver to Buyer a commitment for title insurance covering the Property (the "Commitment"), issued by the Title Company and dated on or after the date of this Agreement.

(b) Buyer shall have ten (10) days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment. If Buyer does not timely deliver written notice of objection to Seller, Buyer shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 2.1 (c) and any encumbrances or other title exceptions to which Buyer does not object shall be deemed to be "Permitted Exceptions" and shall not be considered objections to any matter contained in the Commitment.

(c) If Buyer provides a written notice of objections in accordance with Section 2.1 (b), then Seller shall have the option to: (i) cure such objections at Seller's sole cost; or (ii) terminate this Agreement.

(d) Buyer's sole remedy for Seller's inability to convey title subject only to the Permitted Exceptions or to cure Buyer's objections in accordance with Section 2.1 (c) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to Buyer in connection with this Agreement or the Property.

2.2 Delivery of Title Insurance. Except as otherwise stated in Section 2.1, Seller shall obtain and deliver to Buyer within ten (10) days after the Closing Date an ALTA Standard Owner's Policy of title insurance in the amount of the Purchase Price, effective as of the Closing Date and containing no exceptions other than the Permitted Exceptions.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer, as of the date of this Agreement and as of the Closing Date, each of which representations and warranties shall extend beyond the Closing Date and delivery of the Special Warranty Deed.

(a) Seller has and on the Closing Date will have good and marketable fee simple title to the Property to be conveyed, free and clear of all encumbrances, liens, claims, or reservations, except as specifically approved by Buyer under this Agreement.

(b) Seller has the right, power and authority to execute, deliver, and perform this Agreement and the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Seller, and upon execution and delivery this Agreement shall constitute valid and binding obligations of Seller enforceable against Seller in accordance with its terms and except as enforceability may be limited by bankruptcy, insolvency, and other similar laws affecting claims and rights generally or be general equitable principles.

(c) Seller has not received written notice of any judgment, suit, claim, action, arbitration. Legal, administrative, or other proceeding or governmental investigation pending or threatened with respect to any of the Property that would materially adversely affect the Property, and no activities or events have occurred on or in connection with the Property that could give rise to any such claims or proceedings.

(d) Seller has not received any written notices, demands or deficiency statements from any mortgagee of the Property or from any state, municipal or county government or agency or any insurer relating to the Property and which

have not been cured or remedied except property valuation and tax notices issued by Utah County.

(e) Except as otherwise expressly disclosed in the Commitment, the Property is not subject to any proposed special assessment or to any existing special assessment lien arising as a result of any works or improvements completed, installed or contemplated at or before the Closing Date.

(f) Seller has paid and shall pay all liens, charges, taxes and assessments for the Property arising prior to the Closing Date.

(g) No person, broker or entity, whether or not affiliated with Seller, is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Seller. Seller shall indemnify defend and hold Buyer harmless from and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Seller.

3.2 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller, as of the date of this Agreement and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Special Warranty Deed.

(a) Buyer has the right, power and authority to execute, deliver and perform this Agreement.

(b) No person, broker or entity, whether or not affiliated with Buyer, is entitled to a commission, finder's fee or other compensation arising from this Agreement as regarding Buyer. Buyer shall indemnify, defend and hold Seller harmless form and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Buyer.

3.3 Acknowledgment by Buyer Regarding Seller's Representations and Warranties. Except as expressly set forth in other portions of this agreement, Buyer hereby affirms that neither Seller nor its agents, employees or attorneys have made, nor has Buyer relied upon any representation, warranty, or promise (either express or implied) with respect to the Property or any other subject matter of this Agreement including, without limitation:

(a) the general plan designation, zoning, value, use, tax status or physical condition of any part of the Property or the improvements to the Property;

(b) the flood elevations, drainage patterns and soil and subsoils composition and compaction levels and other conditions at the Property;

(c) the existence or nonexistence of any hazardous of toxic substance, waste or material (as defined or regulated by any federal, state or local law or regulation);

(d) the accuracy of any soils reports or any other plans or reports regarding the Property;

(e) the suitability of the Property for Buyer's intended purpose; or

(f) the status, suitability or sufficiency of any Emissions Reduction Credits associated with the Property.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER ACCEPTS THE PROPERTY FROM THE SELLER "AS IS", SUBJECT TO "ALL FAULTS" INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS, AND THE ENVIRONMENTAL CONDITION OR DEFECTS THEREOF. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITIONS AND THE USE OF THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE IV
USE OF PROPERTY

4.1 Seller's Use of the Property Prior to Closing Date. From and after Seller's execution of this Agreement and except in the ordinary course of administering its general mortgage, Seller shall not grant or convey any easement, lease, license, permit or any other legal or beneficial interest in or to the Property or engage in any contract with any party other than Buyer regarding the purchase or sale of the Property, without the prior written consent of Buyer. Further, except as otherwise provided for herein, Seller agrees to pay, as and when the same are due, all payments on any encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect of the Property through the Closing Date.

4.2 Buyer's Right to Enter Property Prior to the Closing Date. Buyer or its employees or agents may enter the Property at any time prior to the Closing Date upon twenty-four (24) hours notice to Seller to inspect the Property and perform surveys or tests as Buyer may elect; provided, however, that such entry shall not unreasonably interfere with the activities of Seller on the Property, and Buyer shall indemnify and hold Seller harmless from, all liabilities and all consequences of any interruption of

Seller's operation of Seller's generation facilities located adjacent to the Property associated with Buyer's activities on the Property.

ARTICLE V
EASEMENTS

5.1 Seller's Use of the Property After the Closing Date. Seller reserves the right to continue to use those portions of the Property identified in Attachment A for the purpose of owning, operating and maintaining electrical distribution and transmission lines and related facilities, including communications and other facilities, whether above or underground, and also for access to Seller's existing substation located adjacent to the Property. On or before the Closing Date, Buyer shall grant to Seller one or more easements, in a form acceptable to Seller, which will allow for such continued use and access or future related uses and access by Seller.

5.2 Existing Easements. Buyer purchases the Property subject to all existing easements identified as Permitted Exceptions under Section 2 above.

5.3 New Easements. On or before the Closing Date, Seller shall grant to Buyer one or more easements for access to Seller's existing, or future, electrical and/or natural gas interconnection points (to be) located near the Property, which will allow for such continued use and access or future related uses and access by Buyer.

ARTICLE VI
CLOSING

6.1 Time and Place of Closing. The Purchase and sale transaction contemplated by this Agreement shall be consummated through a closing conference (the "Closing") which shall be held at the Title Company on or before _____, (the "Closing Date"), or at such earlier time and place as the parties may mutually agree in writing.

6.2 Actions at Closing. At the Closing, the following events shall occur and each being declared to have occurred simultaneously with the other:

(a) All documents to be recorded and funds to be delivered hereunder shall be delivered to the Title Company in escrow, to hold, deliver, record and disburse in accordance with supplemental escrow instructions, the form and content of which shall be agreed to by the parties prior to Closing.

(b) At the Closing or sooner as otherwise stated in the escrow instructions, the following shall occur:

(i) Seller shall deliver or cause to be delivered in accordance with the escrow instructions:

(1) Special Warranty Deed conveying the Property to Buyer, duly executed and acknowledged by Seller and in proper form generally for recording in _____; and

(2) All other documents required to be executed by Seller pursuant to the terms of this Agreement.

(ii) Buyer shall deliver or cause to be delivered in accordance with the escrow instructions:

(1) The Purchase Price to be; and

(2) All other documents required to be executed by Buyer pursuant to the terms so this Agreement.

(c) ~~–~~ Buyer and Seller shall each deliver to the other, two executed copies of the Buyer's and Seller's Statement of Settlement setting forth all prorations, credits provided in this Agreement, disbursements of the purchase price, and expenses of the Closing.

~~(d)~~ (d) Seller shall bear any and all Closing or escrow charges of the Title Company.

6.3 Seller's Remedies. In the event this transaction fails to close due to Buyer's fault or inability to close, Seller may elect either to seek specific performance of this Agreement by suit in equity, to seek damages from Buyer.

6.4 Buyer's Remedies. In the event this transaction fails to close due to Seller's fault, this Agreement shall be declared void and of no effect.

ARTICLE VII
PRORATIONS

7.1 Prorations Between Seller and Buyer. The following prorations shall be made between Seller and Buyer as of the Closing Date:

(a) Real property taxes and assessments on the Property for the year of Closing shall be prorated between Seller and Buyer based on the number of days each owned the Property. In the event the Property constitutes some portion of a larger tract of land, such proration shall be based upon the average of the Property as a percentage of the acreage of the entire tract. If, as of the Closing Date, the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated cannot be ascertained, then the most recent known rates, millages and assessed valuations (which amounts shall relate to the same tax year) shall be used, and such proration shall be repeated when the final tax bill is available and either Buyer and Seller, as the case may be, shall promptly pay to the other the net amount owing as a result of such redetermination.

(b) Other Closing costs shall be apportioned between the parties in accordance with the normal and customary practice of commercial real estate transactions in Utah County, Utah.

ARTICLE VIII
RELEASE, ASSUMPTION AND INDEMNITY

8.1 Seller shall indemnify, hold harmless and defend Buyer against all claims, suits, losses and damages made against or incurred by Buyer relating to the condition of the Property prior to the Closing Date or any activity in connection with the Property which occurred prior to the Closing Date. Buyer shall indemnify, hold harmless and defend Seller against all claims, suits, losses and damages incurred by Seller relating to the condition of the Property after the Closing Date or any activity in connection with the Property which occurs after the Closing Date.

ARTICLE IX
MISCELLANEOUS

9.1 Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, which written or oral, between the parties respecting such matters. Any amendments or modifications hereto in order to be effective shall be in writing and executed by the parties hereto. Notwithstanding the foregoing, Buyer's use and occupancy of this Agreement shall be subject at all times to the terms and conditions of that certain Construction Coordination Agreement dated [DATE] between Seller and Buyer.

9.2 Amendments. This Agreement may be amended or modified only by mutual written agreement.

9.3 Survival. All warranties, representations, covenants and agreements contained in this Agreement shall survive the execution and delivery of this Agreement

and all documents delivered in connection with this Agreement and shall survive the Closing of the transactions contemplated by this Agreement and all performances in accordance with this Agreement.

9.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns; provided, however, that notwithstanding the foregoing, neither party's interest under this Agreement may be assigned, encumbered, or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise.

9.5 Notices. Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall be in writing, and may be personally delivered or given or made by recognized overnight courier service or by United States registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To Seller:

To Buyer:

Any party may designate a different address for itself by notice similarly given. Unless provided herein, any such notice, demand or document so given shall be effective upon delivery of the same to the proper address of the party or parties to whom the same is to be given.

9.6 Time of Essence. Time is of the essence in the performance of each and every term, condition, and covenant of this Agreement.

9.7 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.

9.8 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

9.9 Attorneys' Fees. The prevailing party in any legal proceeding brought to enforce rights hereunder shall recover from the other party its reasonable attorneys; fees and costs. As used herein in the term "prevailing party" means the party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit.

9.10 Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement or any warranty or representation under this Agreement by another party shall be deemed to be a wavier of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any such breach by another

party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty by such other party whether or not the first party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a party to exercise any right it may have by the terms of this Agreement or by law upon the default of another party, and no delay in the exercise of any such right by the first party at any time when such other party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

9.11 Exhibits. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a party of this Agreement by reference.

9.12 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

9.13 No Recording. This Agreement shall not be recorded in the real property records.

9.14 Further Instruments. Each party hereto shall from time to time execute and deliver such further documents or instruments as the other party, its counsel or the Title Company may reasonably request to effectuate the intent of this Agreement, including without limitation documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.

9.15 Confidentiality. The purchase price and terms of this Agreement are intended by both parties to be confidential. Therefore, except as directed by a court, administrative authority or required by subpoena, neither party shall disclose the purchase price or terms of this Agreement or any other non-public information related thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

PACIFICORP

By:_____

Its:_____

Date Signed:

[BUYER]

By:_____

Its:_____

Date Signed:

EXHIBIT A

PROPERTY DESCRIPTION TO BE COMPLETED PRIOR TO CLOSING

EXHIBIT B

SURVEY TO BE ATTACHED

EXHIBIT C

EMISSIONS REDUCTION CREDITS

Buyer shall receive the following credits (in tons) as part of the transaction:

- PM-10 46.8
- SO2 4.6
- NOx 22.4

RFP ~~2012~~

Attachment 17: Site Purchase Agreement For Currant Creek

~~Attachment 17~~

~~Site Purchase Agreement For Currant Creek~~

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

This Agreement for Sale and Purchase of Real Estate (the "Agreement") is entered into as of the ___ day of _____, 20____, by and between _____ ("Buyer") and PacifiCorp, an Oregon corporation ("Seller").

RECITALS

A. Seller is the owner of approximately _____ acres of real property situated within Juab County, _____ and more particularly described on the attached Exhibit "A" (the "Property").

B. Buyer wishes to purchase the Property for;

C. Seller is willing to sell the Property on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the amounts to be paid and the mutual promises contained herein, Buyer and Seller agree as follows:

ARTICLE I
AGREEMENT TO PURCHASE AND SELL; PURCHASE PRICE

1.1 Purchase and Sale. Upon the terms and conditions set forth in this Agreement, Seller agrees to convey to Buyer, and Buyer agrees to purchase and take from Seller, fee title interest in and to that certain parcel of real property, as more particularly described on Exhibit "A", attached hereto and by this reference made part of this Agreement, together with all appurtenances, rights, privileges and easements belonging thereto (collectively referred to herein as the "Property"), unless otherwise expressly stated in this Agreement.

(a) The description of the Property contained in Exhibit "A" is approximate. The exact acreage of the Property will be determined by a survey (the "Survey") to be prepared by Seller, at its sole cost, and provided to Buyer no later than ninety (90) days after the date of this Agreement. The Survey shall be attached to this Agreement as Exhibit "B" upon its completion.

(b) Water rights associated with the Property are included as part of this Agreement. These rights are defined in Exhibit "C" to this agreement.

(c) An assignment and transfer from Seller to Buyer, and the acceptance and assumption by Buyer, of fifty percent (50%) of Seller's rights and obligations under that certain Firm Transportation Contract—Rate Schedule T-1 dated March 31, 2005, between Seller and Questar Pipeline Company is being entered into in connection with this Agreement. The terms of such assignment, transfer and assumption are included in a separate Assignment and Assumption Agreement between Seller and Buyer of even date herewith, and the effectiveness of such agreement constitutes an express condition for the effectiveness of this Agreement.

1.2 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be _____ ($_____).

1.3 ~~_____~~Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller in cash, by cashier's check, or other immediately available funds on the Closing Date, as adjusted for prorations on the Closing Date as provided herein.

ARTICLE II
TITLE INSURANCE

2.1 Commitment of Title Insurance.

(a) Within thirty (30) days after the date of this Agreement, Seller shall deliver to Buyer a commitment for title insurance covering the Property (the "Commitment"), issued by the Title Company and dated on or after the date of this Agreement.

(b) Buyer shall have ten (10) days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment. If Buyer does not timely deliver written notice of objection to Seller, Buyer shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 2.1 (c) and any encumbrances or other title exceptions to which Buyer does not object shall be deemed to be "Permitted Exceptions" and shall not be considered objections to any matter contained in the Commitment.

(c) If Buyer provides a written notice of objections in accordance with Section 2.1 (b), then Seller shall have the option to: (i) cure such objections at Seller's sole cost; or (ii) terminate this Agreement.

(d) Buyer's sole remedy for Seller's inability to convey title subject only to the Permitted Exceptions or to cure Buyer's objections in accordance with Section 2.1 (c) shall be to terminate this Agreement. In that case, Seller

shall have no other obligation to Buyer in connection with this Agreement or the Property.

2.2 Delivery of Title Insurance. Except as otherwise stated in Section 2.1, Seller shall obtain and deliver to Buyer within ten (10) days after the Closing Date an ALTA Standard Owner's Policy of title insurance in the amount of the Purchase Price, effective as of the Closing Date and containing no exceptions other than the Permitted Exceptions.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer, as of the date of this Agreement and as of the Closing Date, each of which representations and warranties shall extend beyond the Closing Date and delivery of the Special Warranty Deed.

(a) Seller has and on the Closing Date will have good and marketable fee simple title to the Property to be conveyed, free and clear of all encumbrances, liens, claims, or reservations, except as specifically approved by Buyer under this Agreement.

(b) Seller has the right, power and authority to execute, deliver, and perform this Agreement and the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Seller, and upon execution and delivery this Agreement shall constitute valid and binding obligations of Seller enforceable against Seller in accordance with its terms and except as enforceability may be limited by bankruptcy, insolvency, and other similar laws affecting claims and rights generally or be general equitable principles.

(c) Seller has not received written notice of any judgment, suit, claim, action, arbitration. Legal, administrative, or other proceeding or governmental investigation pending or threatened with respect to any of the Property that would materially adversely affect the Property, and no activities or events have occurred on or in connection with the Property that could give rise to any such claims or proceedings.

(d) Seller has not received any written notices, demands or deficiency statements from any mortgagee of the Property or from any state, municipal or county government or agency or any insurer relating to the Property and which have not been cured or remedied except property valuation and tax notices issued by Utah County.

(e) Except as otherwise expressly disclosed in the Commitment, the Property is not subject to any proposed special assessment or to any existing special assessment lien arising as a result of any works or improvements completed, installed or contemplated at or before the Closing Date.

(f) Seller has paid and shall pay all liens, charges, taxes and assessments for the Property arising prior to the Closing Date.

(g) No person, broker or entity, whether or not affiliated with Seller, is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Seller. Seller shall indemnify defend and hold Buyer harmless from and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Seller.

3.2 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller, as of the date of this Agreement and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Special Warranty Deed.

(a) Buyer has the right, power and authority to execute, deliver and perform this Agreement.

(b) No person, broker or entity, whether or not affiliated with Buyer, is entitled to a commission, finder's fee or other compensation arising from this Agreement as regarding Buyer. Buyer shall indemnify, defend and hold Seller harmless form and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Buyer.

3.3 Acknowledgment by Buyer Regarding Seller's Representations and Warranties. Except as expressly set forth in other portions of this agreement, Buyer hereby affirms that neither Seller nor its agents, employees or attorneys have made, nor has Buyer relied upon any representation, warranty, or promise (either express or implied) with respect to the Property or any other subject matter of this Agreement including, without limitation:

(a) the general plan designation, zoning, value, use, tax status or physical condition of any part of the Property or the improvements to the Property;

(b) the flood elevations, drainage patterns and soil and subsoils composition and compaction levels and other conditions at the Property;

(c) the existence or nonexistence of any hazardous of toxic substance, waste or material (as defined or regulated by any federal, state or local law or regulation);

(d) the accuracy of any soils reports or any other plans or reports regarding the Property;

(e) the suitability of the Property for Buyer's intended purpose; or

(f) the status, suitability or sufficiency of any water rights associated with the Property.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER ACCEPTS THE PROPERTY FROM THE SELLER "AS IS", SUBJECT TO "ALL FAULTS" INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS, AND THE ENVIRONMENTAL CONDITION OR DEFECTS THEREOF. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITIONS AND THE USE OF THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE IV
USE OF PROPERTY

4.1 Seller's Use of the Property Prior to Closing Date. From and after Seller's execution of this Agreement and except in the ordinary course of administering its general mortgage, Seller shall not grant or convey any easement, lease, license, permit or any other legal or beneficial interest in or to the Property or engage in any contract with any party other than Buyer regarding the purchase or sale of the Property, without the prior written consent of Buyer. Further, except as otherwise provided for herein, Seller agrees to pay, as and when the same are due, all payments on any encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect of the Property through the Closing Date.

4.2 Buyer's Right to Enter Property Prior to the Closing Date. Buyer or its employees or agents may enter the Property at any time prior to the Closing Date upon twenty-four (24) hours notice to Seller to inspect the Property and perform surveys or tests as Buyer may elect; provided, however, that such entry shall not unreasonably interfere with the activities of Seller on the Property, and Buyer shall indemnify and hold Seller harmless from, all liabilities and all consequences of any interruption of Seller's operation of Seller's generation facilities located adjacent to the Property associated with Buyer's activities on the Property.

ARTICLE V

EASEMENTS

5.1 Seller's Use of the Property After the Closing Date. Seller reserves the right to continue to use those portions of the Property identified in Attachment A for the purpose of owning, operating and maintaining electrical distribution and transmission lines and related facilities, including communications and other facilities, whether above or underground, and also for access to Seller's existing substation located adjacent to the Property. On or before the Closing Date, Buyer shall grant to Seller one or more easements, in a form acceptable to Seller, which will allow for such continued use and access or future related uses and access by Seller.

5.2 Existing Easements. Buyer purchases the Property subject to all existing easements identified as Permitted Exceptions under Section 2 above.

5.3 New Easements. On or before the Closing Date, Seller shall grant to Buyer one or more easements for access to Seller's existing, or future, electrical and/or natural gas interconnection points (to be) located near the Property, which will allow for such continued use and access or future related uses and access by Buyer.

ARTICLE VI
CLOSING

6.1 Time and Place of Closing. The Purchase and sale transaction contemplated by this Agreement shall be consummated through a closing conference (the "Closing") which shall be held at the Title Company on or before _____, (the "Closing Date"), or at such earlier time and place as the parties may mutually agree in writing.

6.2 Actions at Closing. At the Closing, the following events shall occur and each being declared to have occurred simultaneously with the other:

(a) All documents to be recorded and funds to be delivered hereunder shall be delivered to the Title Company in escrow, to hold, deliver, record and disburse in accordance with supplemental escrow instructions, the form and content of which shall be agreed to by the parties prior to Closing.

(b) At the Closing or sooner as otherwise stated in the escrow instructions, the following shall occur:

_____(i) Seller shall deliver or cause to be delivered in accordance with the escrow instructions:

(1) Special Warranty Deed conveying the Property to Buyer, duly executed and acknowledged by Seller and in proper form generally for recording in _____; and

(2) All other documents required to be executed by Seller pursuant to the terms of this Agreement.

_____(ii) Buyer shall deliver or cause to be delivered in accordance with the escrow instructions:

_____(1) The Purchase Price to be; and

(2) All other documents required to be executed by Buyer pursuant to the terms so this Agreement.

(c) Buyer and Seller shall each deliver to the other, two executed copies of the Buyer's and Seller's Statement of Settlement setting forth all prorations, credits provided in this Agreement, disbursements of the purchase price, and expenses of the Closing.

Seller shall bear any and all Closing or escrow charges of the Title Company.

6.3 Seller's Remedies. In the event this transaction fails to close due to Buyer's fault or inability to close, Seller may elect either to seek specific performance of this Agreement by suit in equity, to seek damages from Buyer.

6.4 Buyer's Remedies. In the event this transaction fails to close due to Seller's fault, this Agreement shall be declared void and of no effect.

ARTICLE VII
PRORATIONS

7.1 Prorations Between Seller and Buyer. The following prorations shall be made between Seller and Buyer as of the Closing Date:

(a) Real property taxes and assessments on the Property for the year of Closing shall be prorated between Seller and Buyer based on the number of days each owned the Property. In the event the Property constitutes some portion of a larger tract of land, such proration shall be based upon the average of the Property as a percentage of the acreage of the entire tract. If, as of the Closing Date, the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated cannot be ascertained, then the most recent known rates, millages and assessed valuations (which amounts shall relate to the same tax year) shall be used, and such proration shall be repeated when the final tax bill is available and either Buyer and Seller, as the case may be, shall promptly pay to the other the net amount owing as a result of such redetermination.

(b) Other Closing costs shall be apportioned between the parties in accordance with the normal and customary practice of commercial real estate transactions in Utah County, Utah.

ARTICLE VIII
RELEASE, ASSUMPTION AND INDEMNITY

8.1 Seller shall indemnify, hold harmless and defend Buyer against all claims, suits, losses and damages made against or incurred by Buyer relating to the condition of the Property prior to the Closing Date or any activity in connection with the Property which occurred prior to the Closing Date. Buyer shall indemnify, hold harmless and defend Seller against all claims, suits, losses and damages incurred by Seller relating to the condition of the Property after the Closing Date or any activity in connection with the Property which occurs after the Closing Date.

ARTICLE IX

MISCELLANEOUS

9.1 Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, which written or oral, between the parties respecting such matters. Any amendments or modifications hereto in order to be effective shall be in writing and executed by the parties hereto. Notwithstanding the foregoing, Buyer's use and occupancy of this Agreement shall be subject at all times to the terms and conditions of that certain Construction Coordination Agreement dated [DATE] between Seller and Buyer.

9.2 Amendments. This Agreement may be amended or modified only by mutual written agreement.

9.3 Survival. All warranties, representations, covenants and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and all documents delivered in connection with this Agreement and shall survive the Closing of the transactions contemplated by this Agreement and all performances in accordance with this Agreement.

9.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns; provided, however, that notwithstanding the foregoing, neither party's interest under this Agreement may be assigned, encumbered, or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise.

9.5 Notices. Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall be in writing, and may be personally delivered or given or made by recognized overnight courier service or by United States registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To Seller:

To Buyer:

Any party may designate a different address for itself by notice similarly given. Unless provided herein, any such notice, demand or document so given shall be effective upon delivery of the same to the proper address of the party or parties to whom the same is to be given.

9.6 Time of Essence. Time is of the essence in the performance of each and every term, condition, and covenant of this Agreement.

9.7 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.

9.8 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

9.9 Attorneys' Fees. The prevailing party in any legal proceeding brought to enforce rights hereunder shall recover from the other party its reasonable attorneys; fees and costs. As used herein in the term "prevailing party" means the party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit.

9.10 Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement or any warranty or representation under this Agreement by another party shall be deemed to be a wavier of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any such breach by another party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty by such other party whether or not the first party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a party to exercise any right it may have by the terms of this Agreement or by law upon the default of another party, and no delay in the exercise of any such right by the first party at any time when such other party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

9.11 Exhibits. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a party of this Agreement by reference.

9.12 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

9.13 No Recording. This Agreement shall not be recorded in the real property records.

9.14 Further Instruments. Each party hereto shall from time to time execute and deliver such further documents or instruments as the other party, its counsel or the Title Company may reasonably request to effectuate the intent of this Agreement, including without limitation documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.

9.15 Confidentiality. The purchase price and terms of this Agreement are intended by both parties to be confidential. Therefore, except as directed by a court, administrative authority or required by subpoena, neither party shall disclose the purchase price or terms of this Agreement or any other non-public information related thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

PACIFICORP

By:_____

Its:_____

Date Signed:

[BUYER]

By:_____

Its:_____

Date Signed:

EXHIBIT A

PROPERTY DESCRIPTION TO BE COMPLETED PRIOR TO CLOSING

EXHIBIT B

SURVEY TO BE ATTACHED

EXHIBIT C

WATER RIGHTS

Buyer shall receive water rights to two hundred (200) acre-feet of ground water as part of this transaction.

RFP ~~2012~~

~~Attachment 18~~

~~Currant Creek Engineering, Construction And Procurement Contract (EPC)~~

Attachment 18: Currant Creek Engineering, Construction And Procurement Contract (EPC)

RFP ~~2012~~

Attachment 19: Due Diligence Items For The Acquisition Of An Existing Facility

~~Attachment 19~~

~~Due Diligence Items For The Acquisition Of An Existing Facility~~

DUE DILIGENCE ITEMS

The follow~~ing~~ is not to be considered a complete listing of due diligence items. The final listing shall be determined, in PacifiCorp's sole discretion, based on the Facility offered by the Bidder.

~~Due Diligence Items:~~

~~Technical Assessment~~

1.0 Plant General

1.1 ~~Request P~~plant organization charts.

1.2 ~~Request the~~ Annual Plant Budget (total) Actual for 5 years. Projected for 5 years.

1.3 ~~Request a s~~Summary of the budget~~. L~~ for last 5 years and next 5 years.

1.3.1 Labor expenses.

1.3.2 Maintenance expense.

1.3.3 Equipment expense.

1.3.4 Insurance expense.

1.3.5 Operations expense.

1.3.6 Administrative expense.

1.3.7 Capital escrow.

1.3.8 Major Maintenance Escrow.

1.3.9 Inventory Purchase. Total Value of Inventory. ~~Inventory Value for each division.~~

1.3.10 Fuel by component.

1.4 ~~Request a S~~summary of the maintenance expenses.

1.4.1 Major Maintenance (annual).

1.4.2 Consumables.

1.4.3 Inventory draws.

1.4.4 Maintenance contracts.

1.4.5 Building and grounds.

1.4.6 Other.

1.5 ~~Request a s~~Summary of equipment expenses.

1.5.1 Shop equipment maintenance.

1.~~.~~5.2 Equipment rental.

~~1.5.3Power tools (Leased).~~
~~1.5.4~~
1.5.~~4~~3 Rolling stock fuel.

1.5.~~5~~4 Rolling stock maintenance.

1.5.~~6~~5 Other.

1.6 ~~Request a s~~Summary of insurance expenses.

1.6.1 Business Interruption.

1.6.2 Property.

1.6.3 General liability.

1.6.4 Vehicle liability.

1.7 ~~Request a s~~Summary of operating expenses.

1.7.1 Regeneration Cost.

1.7.2 Clarifier Cost.

1.~~.~~7.3 Boiler water chemicals.

1.7.4 Lubricants.

1.7.5 Consumables.

1.7.6 Electricity purchased.

1.7.7 Hazardous material disposal.

1.7.8 Discharge treatment chemicals

1.7.9 Laboratory supplies.

1.7.10 Emission testing.

1.7.11 Hydrogen and C02 for generator.

1.7.12 Ammonia, lime, limestone, other.

1.8 S~~Request a s~~ummary of administrative expenses.

1.8.1 Telephone expenses.

1.8.2 Postage.

1.8.3 Computer hardware.

1.8.4 Computer software.

1.8.5 Office supplies.

1.8.6 Permits and licenses.

1.8.7 Professional Services.

1.9 ~~Request a s~~Summary of capital escrow accounts.

1.9.1 Equipment purchases.

1.9.2 Balance of Plant capital.

1.9.3 Dispersion schedule of escrow accounts.

2.0 Plant Personnel.

2.1 ~~Request a p~~Personnel roster and organization chart.

2.1.1 Complete list of Classifications.

2.1.2 Number in each classification. Remaining years before retirement.

2.1.3 Annual base salary.

2.1.4 Hourly wage rate.

2.1.5 Straight time additions (%).

2.1.6 Straight time ~~H~~hourly cost (Hourly rates + additions).

2.1.7 Overtime hourly costs.

2.1.8 Total overtime (% of annual base salary).

2.1.9 Employee age demographics ~~chart~~.

2.2 S~~Request a s~~ummary of payroll additions.

2.2.1 Payroll taxes.

2.2.2 Workman's compensation.

2.2.3 Retirement Account.

2.2.4 Insurance.

2.2.5 Employee Savings.

2.2.6 Vacation and Sick Leave.

2.2.7 Indirect Additions.

2.2.8 Other (Pensions, benefits and welfare Plans).

~~2.3 Labor.~~

~~2.3.1 Labor contracts.~~

~~2.3.2 Organizing initiatives.~~

3.0 Major maintenance.

3.1 S~~Request a s~~ummary of maintenance cost~~s~~ and schedules.

3.1.1 Annual, major and frequency of major outages for:

3.1.1.1 Turbine valves.

3.1.1.2 Coal feeders and scales.

3.1.1.3 Pulverizes.

3.1.1.4 Boiler pressure parts.

3.1.1.5 Boiler auxiliaries.

3.1.1.6 Boiler draft system.

3.1.1.7 Casing and ductwork.

3.1.1.8 Boiler insulation and lagging.

3.1.1.9 Main steam ~~T~~turbine.

3.1.1.10 Main ~~C~~condenser.

3.1.1.11 Generator.

3.1.1.12 Pumps.

3.1.1.13 Switchgear.

3.1.1.14 Water treatment system/Demineralizer.

3.1.1.15 Precipitators.

3.1.1.16 Flue Gas Desulphurization system.

3.1.1.17 ~~3.1.1.17~~ Selective Catalytic Reduction System~~CR.~~.

3.1.1.18 Gas Turbines.

3.1.1.19 Cooling Tower or Air Cooled Condenser

~~3.1.1.17~~3.1.1.20 Auxiliary Cooling Towers.

3.2 Provide the latest overhaul inspection reports and summaries showing the condition of major equipment. These reports are required to show the "as~~-~~found" equipment condition, work performed during the overhaul, equipment settings, and test results ~~upon~~ after returning the equipment to service. Overhaul reports shall be provided for the following equipment:

~~a.~~3.2.1 steam generation and fuel firing equipment

3.2.2 ~~b.~~ steam turbine and/or combustion turbines

3.3.3 ~~c.~~ generator and excitation equipment

3.3.4 ~~d.~~ all emissions control equipment

3.3.5 ~~e.~~ all ~~plant~~ large transformers

3.3.6 ~~f.~~ all ~~plant~~ large electric motors

3.3.7 critical piping

3.3 Provide list of all OEM service bulletins for the following equipment. ~~Also when~~Identify correction action was taken in response to the service bulletin and who performed the corrective action:

3.3.1~~a~~ ~~.~~ steam turbine and/or combustion turbines

3.3.2 ~~b.~~ generator and excitation equipment

3.3.3 ~~c.~~ large transformers

4.0 Plant Performance:

4.1 Provide the following for the design of the plant:

4.4.1 Summary of plant design and operating conditions
~~;~~
4.4.2 P~~&ID's~~iping & Instrument Diagrams for the plant

4.4.3 Heat balance ~~calculations or~~ diagrams ~~with heat balance data~~

4.4.4 Fuel specifications

4.4.5 Design parameters for emissions control equipment

4.2 Provide the following actual performance data for the last five (5) years:

4.2.1 ~~Actual fuel~~Fuel consumed ~~quality~~ reports and analysis data

4.2.2 Plant heat rate data

4.2.3 Availability data per NERC GADS formulas and codes for calculations and identification of the types of equipment component failure mechanisms.

4.2.3.1 Availability data for the unit

4.2.3.2 Availability data for each piece of major equipment

4.2.4 Generation summaries, net and gross

4.2.5 Emission rates and tests reports

4.2.6 Major equipment performance testing reports

Plant chemical treatment technologies and systems reports showing chemical treatment activities

Plant cathodic projection plan and testing reports

3.2 Major maintenance escrow.

3.2.1 Request a major maintenance analysis (summary of planned majors and dispersions for the last 5 years and projected for the next 5 years).

4.0 Capital expense items.

4.1 Capital expense escrow.

4.1.1 Request a capital escrow analysis (summary of planned capital expenditures and dispersion for the last 5 years and projected for the next 5 years).

5.0 Operations.

5.1 How Description of howdo you track efficiency is tracked?.

5.2 HowDescription of how availability is determined do you calculate availability?.

5.3 In your opinion what are the major strengths of you department?

5.4 What are the major weaknesses?

5.53 What Identify the equipment that presents the most problems.?

5.6 Are you satisfied with the maintenance efforts?

5.7 Are the existing controls satisfactory?

5.8 How would you rate the knowledge level of your personnel?

5.8.1 Would you be receptive to additional training for your people?

5.8.2 Do you think the training would be cost effective?

5.8.3 What are the existing training methods?

5.8.4 Give a rough estimate of the average experience level of your department (years of experience).

5.8.5 How are operations people utilized during outages?

5.8.6 How would you rate relations with the various unions?

5.9 What is your occurrence of "Operator error"?

5.10If you owned this plant what would you do to improve it?

5.11Do you help prioritize and plan work required for efficient plant operation?

6.0 Maintenance

6.1 How heavy is the workload for your department?

6.1.1Do you have all the resources needed to complete the defined tasks?

6.1.2How is your maintenance work prioritized?

6.1.3How much maintenance backlog work do you have?

6.2 How successful have you been in maintaining the plant within budget forecasts?

6.3 How much input do you have in budgeting for maintenance?

6.4 How often do you Description on how schedule mmajor maintenance outagesis scheduled?.

6.2 6.4.1 Are you allowed sufficient time to complete planned tasks during outages?

6.4.2 Do you have adequate inventories of spare parts?Evaluation on whether the inventory of spare parts is adequate.

6.3

6.4.3 Do you have enough tools?

6.5 What are the major strengths of your department?

6.6 What are the major weaknesses of your department?6.7 How would you rate the skills level of your technicians?

6.7.1 Would you be receptive to additional *training* for your people? What areas?

6.8 What are the boundaries of your responsibilities?

6.9 Do you feel that you have sufficient latitude to perform your job efficiently?

~~6.10 Do you have an extended plan for Capital improvements?~~

~~6.10.1 How long is the time span for forecasted equipment replacement?~~

~~6.116.10.2 Do~~Are there ~~you have~~ contingency plans for equipment failure?

6.4

~~6.103~~ ~~Are there any problems with excessive lead-time for equipment purchase?~~

~~Do~~Reports on ~~you perform~~ any non-destructive test~~ings~~s performed on ~~you m~~major boiler parts and steam lines in the last 10 years~~?~~.

6.5

~~Have you conducted a comprehensive review of your H~~Reports on any comprehensive reviews of the HT/HP piping systems?

6.6 Evaluation of the electrical switchgear.

~~6.13 When were the last overhauls of you turbines?~~

~~6.13.1 What were the major problems found?~~

~~6.13.2 How were these problems corrected?~~

~~6.13.3 Do you perform bore inspections?~~

~~6.13.4 How often are overspeed trip tests conducted?~~

~~6.13.5 Are there any generator problems that you are aware of'?~~

~~6.14 What is the condition of your electrical switchgear?~~

6.~~14~~6.1 ~~Do~~ Schedule of regularly performed~~you perform~~

scheduled switchgear inspections?.

6.14.2 Are parts available for the switchgear?

6.715 What is the condition ofCondition assessment of yourthe water treatment plant?.

6.15.1 Are any major maintenance activities planned for the water treatment plant in the foreseeable future?

6.16 Are there any major problems with any existing environmental protection equipment?

6.16.1 Does existing environmental equipment require an inordinate amount of your people's time?

6.17 Do you have adequate on-site transportation to prevent loss of efficiency by your people?

7.0 Controls.

7.1 Description of the type, age and condition of the control systems. What type of control systems do you have?

7.2 How old are these systems?Description of any plans to change out any of the control systems.

7.3Do you consider them obsolete?

7.4Are parts readily available?

7.5Who sets your work priorities?

7.6 How heavy is your workload and how much "backlog" do you have?

7.7 How would you rate the knowledge of your workforce?

7.7.1 Would you be receptive to additional training for your technicians?

7.7.2 Do you think additional training could be cost justified?

7.8 Do you have sufficient test equipment and tools?

7.9 Are there any plans to make major controls system change outs in the foreseeable future?

7.~~1~~3~~0~~ Identify if plant is equipped~~Is your plant equipped~~ for fire protection?

~~7.10.1 Who is responsible for testing of fire fighting equipment?~~

~~7.10.2 Is there a need for more fire equipment or do you think the existing equipment is sufficient?~~

7.~~4~~11 ~~How do you handle injuries~~Description of how injuries are handled.~~?~~

7.~~.15~~2 ~~Do you have dangerous chemicals on the plant site? If so, please identify~~Identify any dangerous or hazardous chemicals or materials located on the plant site.

~~7.12.1 Do you have contingency plans for emergencies?~~

8.0 Safety

8.1 Describe the ~~o you have an~~ on-going safety program~~?~~.

8.2 ~~Please describe your approach to safety?~~

~~8.3 In you opinion, does the program work?~~

~~8.4 How could the program be improved?~~

~~8.5 Provide a d~~Description of the health and safety compliance program with respect to the Facility. Include a description of any safety management systems that have been put in place and any safety policies that have been implemented at the Facility.

8.~~6~~3 Provide copies of ~~A~~all OSHA citations or orders issued to the Facility, or settlements entered into by the Facility, in the last ten (10) years in each case with respect to the Facility.

8.~~7~~4 ~~A~~Provide all worker-related or third-party lawsuits or claims, including worker's compensation claims, filed within the last ten (10) years or now threatened, pending, or reasonably anticipated by the Facility regarding human exposure to toxic or carcinogenic substances or materials at the Facility.

8.~~8~~5 Provide all~~All~~ documents describing the Facility's current and past annual employee medical screening and monitoring programs at the Facility, including but not limited to, documents pertaining to current and former employees that have been diagnosed with: (a) asbestosis or any other lung related illness; (b) elevated blood lead levels; or (c) elevated blood PCB levels.

8.~~9~~6 Provide information on safety performance experienced at the Facility within the last five years. Include OSHA recordable, Lost Time Accident and Restricted Work Day statistics in this information.

9.0 Environmental

9.1 ~~What is the prevailing attitude toward environmental matters?~~

~~9.2 Do you think environmental concerns should receive more attention?~~

~~9.3~~ Provide ~~any~~ copies of any environmental audits that have been performed.

9.2 ~~Is there any~~Description of any known or suspected environmental contamination of the plant site~~?~~.

9.3

~~9.5~~Provide a record on any~~What is your~~ environmental exceedance~~s record~~ for the last five (5) years.~~?~~

9.~~6~~4 Provide c~~C~~opies of all Phase I, Phase II and other environmental site assessments, risk assessments, site investigations, site remediation plans, closure reports, compliance audits, etc.

9.~~7~~5 ~~C~~Provide copies of any environmental management systems ("EMS") policies and procedures (including any documents pertaining to the implementation of the EMS at the facility), EHS compliance policy statement and implementation documents and voluntary disclosure policy statement and implementation documents.

9.~~8~~6 ~~C~~Provide copies of all current Environmental Health an Safety permits, licenses, consents, registrations or approvals (collectively, "EHS Permits") that are required by any governmental authorities and necessary ownership/operation of the Facility, including, but not limited to those associated with any types of air emissions, wastewater discharges, storm water runoff, water use, solid waste management, recycling, and/or hazardous materials generation, storage, treatment and/or disposal. In the event that there are applications (including notices/applications for permit renewals) pending for any EHS Permits, provide copies of such applications and any relevant correspondence.

9.~~9~~7 Provide ~~D~~documents (including EHS Permits) pertaining to the use, development, conservation or disturbance of land, wetlands, natural resources, biota and/or ecologically sensitive receptors.

9.~~10~~8 Provide ~~A~~a list and description of all landfills, disposal areas, surface impoundments, ponds, diversions, dams and other similar structures located at or related in any way to the Facility, together with copies of all associated EHS Permits.

9.~~11~~9 ~~D~~Provide documents pertaining to compliance with applicable federal, state and local EHS laws and its EHS permits (including but not limited to emission statements, compliance monitoring data, compliance inspection reports, plans and correspondence with governmental

authorities) and/or reports and submissions made pursuant to applicable federal, state and local EHS laws.

9.1~~2~~0 Provide ~~D~~ddocuments identifying or describing anticipated capital expenditures required to control pollution, investigate/remediate any environmental conditions, manage waste or achieve/ensure compliance with applicable EHS permit conditions or EHS laws at the Facility.

9.1~~3~~1 Provide ~~D~~ddocumentation of (1) hazardous waste generator status for the Facility; (2) the types(s) and amounts of waste generated; (3) a list and description of all solid waste and hazardous waste transporters used; (4) a list of all off-site treatment, storage or disposal facilities ("TSDFs") that have received or are receiving solid and/or hazardous waste from the Facility; and (5) copies of all manifests for off-site hazardous waste disposal.

9.1~~4~~2 Provide (1) A list and description of current and former surface impoundments, underground storage tanks ("USTs") and above-ground storage tanks ("ASTs") located on any properties used, owned or leased in connection with the Facility as well as any information concerning the size, content, age and compliance of such impoundments/tanks; (2) any reports prepared in connection with any leaks or releases from such impoundments or tanks; and (3) closure reports prepared in connection with any closure, removal or abandonment of such impoundments, USTs or ASTs.

9.1~~5~~3 ~~D~~Provide documents relating to: (1) the maintenance, handling, storage or disposal of mercury or mercury-containing equipment; or (2) the testing, disposal and/or abandonment of any pipes, transformers, structures or other PCB-containing equipment or materials, particularly as those relate to compliance with the PCB Mega Rule in connection with the Facility.

9.1~~6~~4 Provide ~~I~~incident reports, notifications and/or other documents relating to any spill or release of hazardous materials, wastes or chemicals at the Facility or as a result of operations at the Facility.

9.1~~7~~5 ~~D~~Provide documents pertaining to: (1) the indoor air quality of the Facility; or (2) the presence, management, removal or abatement of asbestos-containing materials or lead-based paint.

9.16 Provide a listing of hazardous and non-hazardous wastes which are stored on-site or off-site, or have been disposed of.

10.0 ~~What~~ Description of any natural perils that could affect this site.~~?~~

~~10.1 Give a cost analysis of the last 2 such occurrences.~~

11.0 ~~What~~ Copies of any licenses, permits or certificates are required at this site~~? (Air? Noise? Water usage? Storm water discharge? Waste water discharge? Air discharge? Business? Power production?~~

~~Others.?~~

12.0 ~~Give~~ Provide nameplate data for all units.

12.1 ~~Give~~ Provide start up times, ramp rates for synchronization and total event costs to full load for hot, warm and cold start conditions.

12.2 ~~Give heat rate, reduced load heat rates, availability, forced outage rates, capacity factors, environmental performances, catastrophic failures, obsolescence, etc for each unit~~Capacity Factor, Equivalent Availability Factor, and Equivalent Forced Outage Rate for each of the last five (5) years. Define terms and method of calculation

12.3 Results of test of Net Maximum Capacity tests.

~~13.0 Request a copy of all collective bargaining units' agreements.~~

~~14.0 What other contracts, sub-contracts or leases exist for maintenance services, labor, professional services, materials, parts or other?~~

~~15.0 Supply details of all fuel purchase, transportation and storage contracts.~~

~~16.0Supply details of any waste disposal procedures or contracts.~~

~~16.1 What opportunities do you see for "revenues" from your various waste streams?~~

1~~7~~3.0 Title.

1~~7~~3.1 Real property.

1~~7~~3.2 UCC Filings.

1~~8~~4.0 Claims history (both by and against ~~Seller~~ Owner in connection with the Facility).~~–~~

1~~8~~4.1 Litigation (including arbitration and other forms of alternative dispute resolution.

1~~8~~4.2 Labor issues.

1~~8~~4.3 Warranty claims.

1~~8~~4.4 Copies of all auditor's letters prepared by law firms with respect to the Facility or with respect to ~~Seller's~~ Owner's liability in connection with the Facility.

1~~9~~5.0 Provide copies of any ~~C~~contracts.

1~~9~~5.1 O&M contract~~Copies of all contracts~~.

15.2 Power Purchase Agreement

15.3 Interconnection agreements and terms.

15.4 Fuel purchase, transportation and storage contracts.

15.5 Ash storage, transportation and disposal contracts.

15.6 Production by product sales contracts.

15.7 Steam sales contracts.

15.8 Water supply/sewer agreements.

15.9 All other contracts, subcontracts and leases for maintenance services, labor, professional services, materials, parts or other at each plant.

15.10 Collective bargaining agreements, if any.

15.11 Pension, benefit and welfare plans.

~~20.0 Permits/Licenses.~~

~~20.1 Copies of all permits, licenses, easements, etc.~~

~~21.0 Organizational Documents.~~

~~22~~16.0 Insurance.

~~22~~16.1 ~~C~~Provide copies of all insurance policies that have been in effect at any time with respect to the Facility or under which coverage may have at any time been provided with respect to the Facility.

Technical Evaluation of Potential Acquisition
Questions, Documents & Data to be Reviewed

- ~~O&M contract.~~
- ~~Power Purchase contract.~~
- ~~Interconnect agreements and terms.~~
- ~~Fuel purchase, transportation and storage contracts.~~
- ~~Ash storage, transportation and disposal contracts.~~
- ~~Production by product sales contracts.~~
- ~~Steam sales contracts.~~
- ~~Water supply/sewer agreements.~~
- ~~All other contracts, subcontracts and leases for maintenance services, labor, professional services, materials, parts or other at each plant.~~
- ~~Collective bargaining agreements, if any.~~
- ~~Pension, benefit and welfare plans.~~
- ~~O&M and capital budgets vs. actuals for last five years. Budgets or budget forecasts for next five years. Status of maintenance escrow accounts,~~
- ~~Operating & Maintenance plan, and capital improvement plan, for last five years and next five years.~~
- ~~Staffing plan including organizational chart and salary levels.~~
- ~~Environmental permits including air, noise, water usage, stormwater discharge and wastewater discharge. Provide documentation to show compliance with permits and/or any violations or citations. Provide reports of any Environmental Audits or Assessments of the projects/sites. Is there any known or suspected environmental contamination of the site of facilities? We may wish to conduct a site assessment.~~
- ~~A listing of hazardous and non-hazardous wastes which are stored on-site or off-site, or have been disposed of.~~

- ~~Any federal, state or local licenses, permits and certifications~~

- ~~Major maintenance requirements at each plant: historical as well as recommended and/or planned major maintenance activities. Maintenance schedules from last five years and projections for next five years.~~

- ~~Maintenance records - preventative maintenance, corrective maintenance, major maintenance and scheduled maintenance.~~

- ~~Spare parts inventory - item description, quantity and value.~~

- ~~Written procedures, programs, policies, records and logs relative to operations, maintenance, safety, environmental, training and others.~~

- ~~Capacity Factor, EAF and EFOR for each of the last five years. Define terms and method of calculation.~~ History of all scheduled maintenance outages and all significant forced outages.

- ~~Heat rate at each plant: design heat balance; curves of heat rate vs. load; actual average monthly heat rate based on fuel purchases and net energy produced; and results of any heat rate tests.~~

- ~~Results of tests of Net Maximum Capacity tests.~~

- ~~Startup times and ramp rates from synchronization to full load for hot, warm, and cold start conditions.~~

- ~~Data to show compliance with QF requirements (if applicable) for last five years.~~

- ~~Interviews with Plant Manager and supervisors at each plant.~~

- ~~Are there any remaining warranties? Are there any warranty claims or issues outstanding?~~

- ~~Is there potential for efficiency improvement? expansion? repowering?~~

- ~~Assess the technology employed. Is it proven?~~

- ~~What are the risks associated with this technology? i.e. startup times, heat rate, heat rate at reduced load, availability, force outage rate, capacity factor, environmental performance, catastrophic failure, obsolescence, etc.~~

- ~~What Natural perils could affect this site?~~

RFP ~~2012~~

~~Attachment 20~~

~~Code Of Conduct~~

Attachment 20: Code Of Conduct

Code of Conduct Governing PacifiCorp's Intra-Company Relationships for RFP ~~2012~~ Process

As part of the RFP ~~2012~~ process, PacifiCorp will commit to abide by a self-imposed code of conduct which will govern PacifiCorp's intra-company business relationships in order to ensure a fair and unbiased RFP evaluation and selection process. As part of the RFP process, PacifiCorp has identified various teams and work groups who will be responsible for the evaluation of the proposals and the development of the benchmark resources. The Evaluation Team and the Benchmark Team will have separate responsibilities and be required to adhere to the self-imposed code of conduct.

Bidders will provide a Request for Qualification ("RFQ") that will not be blinded; however, in order to ensure the proper treatment of "blinded" and "non-~~un~~blinded" Bidder information once the proposals are submitted and throughout this process, each Bidder is expected to adequately blind its proposal such that the bid number is the only identifying aspect of the bid. Following review and a determination by the Independent Evaluators ("IEs") that the bids are adequately blinded, the bids will be provided to the Evaluation Team for analysis. PacifiCorp will take the steps outlined below to maintain the appropriate "blinded" or "non-~~un~~blinded" nature of the Bidder and benchmark information until the final short-list is selected. Once the final short-list is selected, the proposals will be unblinded and the Evaluation Team will negotiate with the counterparties. The Evaluation Team and the Benchmark Team will comply with this code of conduct during the RFP evaluation process beginning on the date the Public Service Commission of Utah approves the RFP for issuance.

EVALUATION TEAM

The Evaluation Team will be made up of ~~eight~~ seven separate work groups. Prior to the selection of the final short-list, certain work groups on the Evaluation Team will be considered "Blinded Individuals" and shall not be given access to non~~u-n~~blinded Bidder information. Other work groups will be considered "Non~~Unb~~-blinded Individuals" and shall be given access to non-~~un~~blinded Bidder information; however, these Non~~Un~~-blinded Individuals will not share such information with Blinded Individuals prior to the selection of the final short list. Consistent with PacifiCorp's identification of shared employees under FERC's Standards of Conduct, the IRP work group will be treated as a shared resource to perform work for the Evaluation Team and the Benchmark Team. The IRP work group will not share any information it obtains from either Team with the other Team ~~until after the final short list~~ and the IRP work group will not share any non-public transmission system information with either Team at any point in this process.

As set forth below in the Information Status, no members of the Evaluation Team will have contact or communication with any Bidder other than through the IEs ~~Independent Evaluator~~. If any Bidder or member of the Benchmark Team attempts to contact a member of the Evaluation Team, such Bidder or member of the Benchmark Team shall be directed to the IEs~~ndependent Evaluator~~ for all information and such communication shall promptly be reported to the I~~ndependent~~ E~~valuators~~ by the Evaluation Team.

The roles and responsibilities of the members of the Evaluation Team work groups are set forth below, along with the individual member's name and title and information status restrictions for each work group.

Blinded Individuals on Evaluation Team: Origination, Structuring and Pricing, ~~IRP,~~ Transmission Manager and Environmental

1. Origination

Roles: Members of the Origination work group will be responsible for overall coordination of the RFP process, including bid process management for all proposals. The Origination work group will also have responsibility to coordinate with the ~~Independent Evaluator~~IEs and all of the Evaluation Team work groups. The Origination work group will also perform the evaluation of the non-price components of the bid analysis.

Individual Members and Titles: [tbd]

Information Status: All Bidder information shared with the Origination group will remain blinded prior to the selection of the final short-list. No members of the Evaluation Team will have contact or communication with any Bidder other than through the IEs~~ndependent Evaluator~~.

2. Structuring and Pricing

Roles: Members of the Structuring and Pricing work group will be responsible for the economic analysis and modeling for the initial short-list including the validation on the inputs to the risk assessment of the bid.

Individual Members and Titles: [tbd]

Information Status: All Bidder information shared with the Structuring and Pricing group will remain blinded prior to the selection of the final short-list. No members of the Evaluation Team will have contact or communication with any Bidder other than through the IEs~~ndependent Evaluator~~ .

3. Integrated Resource Planning (IRP)

Roles: Members of the IRP work group will be responsible for running the capacity expansion model and the planning at risk model to determine the portfolios. The IRP work group will receive inputs from the Benchmark Team which will be required to model the benchmark portfolios subject to the information sharing restrictions set forth below. The IRP work group will not be responsible for making an economic determination about the bids.

Individual Members and Titles: [tbd]

Information Status: All Bidder information shared with the IRP group will remain blinded prior to the selection of the final short list. Any information the IRP group obtains from the Benchmark Team on benchmark portfolios will not be shared with the Origination or Structuring and Pricing work groups until after the final short list is determined.. No members of the Evaluation Team will have contact or communication with any Bidder other than through the Independent Evaluator.

43. Commercial & Trading Regulated Transmission Manager (Transmission Manager)

Roles: The Transmission Manager will assist Structuring and Pricing and Origination with PacifiCorp's transmission requests and evaluations in determining the appropriate costs and/or agreements required for any bid options.

Individual Member and Title: [tbd]

Information Status: All Bidder information shared with the Transmission Manager will remain blinded prior to the selection of the final short-list. No members of the Evaluation Team will have contact or communication with any Bidder other than through the IEsndependent Evaluator.

54. Environmental

Roles: The Environmental work group will be responsible for evaluation and acquisition of necessary air, water supply and discharge, emission credits, and siting and facilities permits.

Individual Members and Titles: [tbd]

Information Status: All Bidder information shared with the Environmental group will remain blinded prior to the selection of the final short-list. No members of the Evaluation

Team will have contact or communication with any Bidder other than through the IEs~~ndependent Evaluator.~~.

~~Unblinded~~ Non-blinded Individuals on Evaluation Team: Credit, Legal and Risk Management

~~6~~5. Credit

Roles: The Credit work group will be responsible for credit screening, evaluation and monitoring throughout the entire RFP process.

Individual Members and Titles: [tbd]

Information Status: All Bidder information shared with the Credit group will be unblinded throughout the entire RFP process. The Credit group must not reveal to other Evaluation Team members any blinded information regarding the identity of any of the Bidders and may not discuss specific bids with the ~~Unblinded~~ Non-blinded Individuals on the Evaluation Team. No members of the Evaluation Team will have contact or communication with any Bidder other than through the IEs~~ndependent Evaluator~~. The Credit group will also participate on the RFQ Team.

~~7~~6. Legal

Roles: The Legal work group will be responsible for confirming compliance of bids to the RFP requirements, including the forms, attachments and appendices. The Legal work group will conduct the legal process and due diligence inquiries, and will have responsibility for legal review of any documentation entered into as part of the RFP process.

Individual Members and Titles: [tbd]

Information Status: All Bidder information shared with the Legal group will be unblinded throughout the entire RFP process. The Legal group must not reveal to other Evaluation Team members any blinded information regarding the identity of any of the Bidders and may not discuss specific bids with the Non~~Un~~-blinded Individuals on the Evaluation Team. No members of the Evaluation Team will have contact or communication with any Bidder other than through the IEs. The Legal group will also participate on the RFQ Team.
~~ndependent Evaluator~~

~~8~~7. Risk Management

Roles: The Risk Management work group will be responsible for validating the internal modeling of the proposals and the Company benchmark proposals.

Individual Members and Titles: [tbd]

Information Status: All Bidder information shared with the Risk Management group will be non-~~un~~blinded throughout the entire RFP process. The Risk Management group must not reveal to other Evaluation Team members any blinded information regarding the identity of any of the Bidders and may not discuss specific bids with the Non-~~Un~~blinded Individuals on the Evaluation Team. No members of the Evaluation Team will have contact or communication with any Bidder other than through the IEs.~~ndependent Evaluator~~

INTEGRATED RESOURCE PLANNING TEAM (IRP)

The IRP Team will be responsible for running the capacity expansion model and the planning at risk model to determine the portfolios. The IRP Team will receive inputs from the Benchmark Team which will be required to model the benchmark portfolios subject to the information sharing restrictions set forth below. The IRP Team will not be responsible for making an economic determination about the bids. The IRP Team will also participate on the RFQ Team.

Individual Members and Titles: [tbd]

Information Status: All Bidder information shared with the IRP group will remain blinded prior to the selection of the final shortlist. Any information the IRP group obtains from the Benchmark Team on benchmark portfolios will not be shared with the Origination or Structuring and Pricing work groups until after the final shortlist is determined. No members of the Evaluation Team will have contact or communication with any Bidder other than through the IEs.

~~.~~**BENCHMARK TEAM**

The Benchmark Team will consist of members from PacifiCorp Energy's Generation unit. A third-party engineering consultant may be retained by Generation as needed and if retained, will be considered a member of the Benchmark Team. No member of the Evaluation Team will be a member of the Benchmark Team; however, the Benchmark Team ~~may utilize~~ will provide inputs to the IRP work group to allow the IRP work group to model benchmark portfolios. This is not intended to be an iterative process. The IRP work group may not share any information received from the Benchmark Team with the Evaluation Team.

~~**Benchmark Team**~~

Roles: The Benchmark Team will be responsible for development of PacifiCorp's benchmark resources.

Individual Members and Titles: Generation and/or Third Party Engineering Consultant [tbd]

RFQ TEAM

The RFQ is not blinded; however, PacifiCorp will identify a separate RFQ Team comprised of members from PacifiCorp legal, credit and IRP who will work with the IEs to assess the Bidders' qualifications. Following this assessment, the IEs will provide each Bidder who has met the qualifications under the RFQ (which will include creditworthiness, demonstrated capability, experience, performance references and qualifications to deliver the indicated Eligible Resource Alternative selected on the form) with a bid number.

Individual Members and Titles: [tbd]

FERC'S STANDARDS OF CONDUCT

In addition to this self-imposed code of conduct, as a transmission provider, PacifiCorp is required to comply with FERC's Standards of Conduct which govern interactions between PacifiCorp's Transmission Function and its Marketing Affiliate. Under the Standards of Conduct, PacifiCorp's Transmission Function employees must function independently of PacifiCorp's Marketing Affiliate employees. Marketing Affiliate employees cannot have access to transmission control center or other transmission facilities or information systems that differ in any way from the access provided to non-affiliated transmission customers. The Standards of Conduct prohibit Marketing Affiliate employees from gaining access to any information about PacifiCorp's transmission system that is not posted on the OASIS or otherwise made publicly-available to all other market participants.

Under the Standards of Conduct, FERC will allow certain non-operating employees to be shared between the Transmission Function and Marketing Affiliate. Under FERC's "no-conduit rule", shared employees may receive confidential transmission system or marketing information, but they are prohibited from sharing such information with Marketing Affiliate employees through any non-public or off-OASIS communications.

Marketing Affiliate Employees

PacifiCorp has identified the following business groups as Marketing Affiliate Business Units of PacifiCorp:

PacifiCorp Energy, Commercial & Trading:
- Energy Trading (includes Regulated Transmission Manager)
- Marketing & Trading Contracts
- Origination
- Structuring and Pricing Valuation
- Structuring and Pricing Model Integration

Transmission Function Employees

PacifiCorp's Transmission Function includes: employees, contractors, consultants or agents of PacifiCorp who conducts transmission system operations or reliability functions, including, but not limited to, those who are engaged in day-to-day duties and responsibilities for planning, directing, or carrying out transmission-related operations.

Shared Employees

PacifiCorp has identified Integrated Resource Planning, Environmental, Credit, Legal, and Risk Management as shared employee functions under FERC's Standards of Conduct.

Information Status

PacifiCorp's Marketing Affiliate (as defined above) will not be involved in a Bidder's transmission interconnection and integration with the control area. PacifiCorp's employees will at all times abide by FERC's Standards of Conduct. If an issue arises about compliance with FERC's Standards of Conduct, PacifiCorp's FERC Standards of Conduct Compliance Officer, Lara Skidmore, should be contacted immediately.

RFP ~~2012~~

Attachment 21: Credit Methodology

~~Attachment 21~~

~~Credit Methodology~~

~~RFP 2012~~ Credit Security Requirements Methodology

Methodology Overview

The RFP ~~2012~~ (includes eligible resources alternatives for 2012 and 2013~~-2014~~) selected resources have the potential to expose PacifiCorp and its ratepayers to credit risk in the event a selected Bidder is unable to fulfill its obligations pursuant to the terms of an executed agreement. The credit risk profile is a function of several factors:

1. Type of eligible resource (see Eligible Resource Alternatives Key at the end of this paper)
2. Size of eligible resource
3. Expected energy delivery start date
4. Term of underlying contract (would need to be adjusted based on resources less than 10 years in duration)
5. Creditworthiness of Bidder or Bidder's credit support provider

Acquisition of an Asset

For all resources that involve a physical asset with appropriate step-in rights (resources ~~B~~3-~~B~~7, and 9 (APSA only)), PacifiCorp views potential credit exposure as the cost it would incur in the event the resource failed to come on-line when expected. PacifiCorp believes it could take up to 12 months to either step in and complete the project or cause the project to be completed on its behalf. If the failure occurred near the expected on-line date, PacifiCorp would have to procure energy in the open market at then-prevailing market prices.

Although it may take up to one additional year to get the resource on-line in the event of a Bidder default, PacifiCorp is most concerned about replacing expected energy during the summer months (June-September), specifically the on-peak hours.

In determining where prices for replacement power might be between contract execution and the replacement period (i.e. the future summer months), PacifiCorp employs standard ~~stochastic~~ statistical analysis to estimate future price levels within a certain confidence interval. Once the "stressed" forward price is determined, the expected cost to procure energy, had the project not been delayed, based on contract terms and conditions is subtracted. The difference between these prices is then multiplied by the number of megawatt hours for the replacement period to estimate the expected replacement cost, or damages, PacifiCorp might sustain due to Bidder nonperformance.

To illustrate, for the 2012 resource the forward price for on-peak power delivered at Mona over the four summer months during 2012 as indicated by the market on June 26, 2006 was $66.26/MWh. Market-implied volatility of prices for those same delivery

months was 37.5%[1] on the same observation date. Using this data, PacifiCorp estimated – with 84% confidence – that prices for that delivery point and replacement period are expected to be no higher than $155.49/MWh. Subtracting the cost of on-peak power PacifiCorp expects to pay had the resource been operational (e.g. $66.26/MWh) yields a potential replacement cost to PacifiCorp of $89.23/MWh, or $174,185[2] for a 1 MW resource.

With regard to a calculation for the estimate of the price of power for the replacement period of $155.49/MWh, PacifiCorp estimated, with 84% confidence, how high Utah power prices could be in the event PaciCorp had to procure replacement energy during the summer of 2012 (four months, June-September) in the event of a bidder default. PacifiCorp used the forward price curve and the five year price volatility level observed on June 26, 2006 as inputs to its statistical analysis. Using a 7x16 delivery pattern, PacifiCorp nominally levelized power prices for each of the individual summer months to arrive at a single strip price of $66.26/MWh. The price was then multiplied by a stress factor to generate a potential forward price based on the desired confidence level:

Stress factor = exp^(1 standard deviation * 37.5% annual five year volatility * sqrt[(mid point date of summer strip - contract signing date)/365.25] = 2.3469.

Stressed price = 2.3469 stress factor * $66.26/MWh levelized price = $155.49/MWh

Using a similar assessment for the 2013 ~~and 2014~~ resource~~s~~, the potential credit exposure was estimated to be $190,574 ~~and $220,427, respectively,~~ for a 1 MW resource.

Asset-Backed Agreements

For other eligible resources that are backed by an asset with appropriate step-in rights (resources ~~B1~~1, ~~B2~~2, ~~B~~8, 9 and 10: asset-backed only), PacifiCorp views its potential credit exposure as the cost it would incur in the event the Bidder failed at any time during the life of the contract. However because the resource is backed by an attachable asset, PacifiCorp believes it can have the project operational, or cause to have the project operational on its behalf, within 12-18 months from the date of nonperformance. PacifiCorp acknowledges that the potential for prices to change is greater for this resource group due to the term of the underlying contract but will treat the potential replacement costs the same as asset backed resources B3-B7. PacifiCorp will hold the security for a longer period, however, due to the length of contract related to this resource group.

[1] Execution of contracts related to the RFP is expected to occur on June 1, 2007. Therefore, volatility for the 2011 period was used as the best estimate of where volatility levels would be in 2012 as viewed on June 1, 2007.
[2] Assumes 1,952 on-peak hours during June-September 2012.

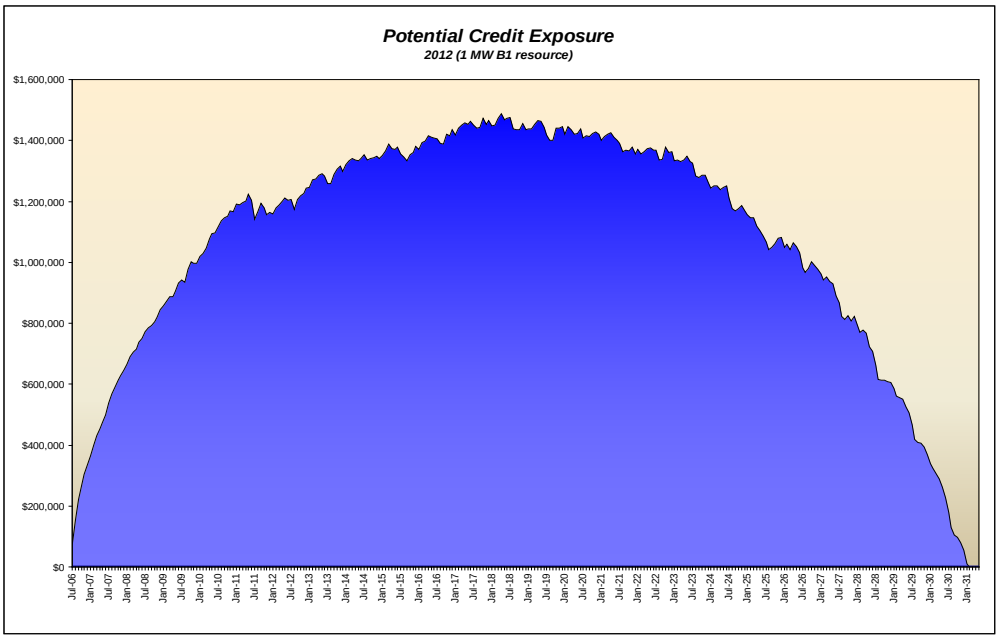
This discussion of the credit requirements for Power Purchase Agreements (and Tolling Services Agreements) and the Asset Purchase and Sales Agreements assumes, for these credit requirements to be comparably analyzed, that each of these types of agreement is backed by its respective physical asset. In order for this to be the case, the agreements by their terms must put that physical resource behind the agreement, which would include, but not be limited to, the following: allowing PacifiCorp meaningful and actual exercise of step-in rights and a second lien (behind only the project lenders) on the assets and the special purpose entity equity, —limiting the amount of leverage on the project by way of a cap on the debt to equity ratio, and other financial covenants for the life of the Power Purchase Agreement (resources ~~B~~1, ~~B~~2 ~~and B,~~ 8, 9 and 10).

Non-Asset Backed Agreements

For eligible resources that are not backed by an asset (resources ~~B~~1, ~~B~~2, ~~B~~8, 9, 10 and ~~B9~~11(a), PacifiCorp estimates potential credit exposure on not just four summers' worth of replacement volume but on the entire remaining volume at any point a Bidder might default during the term of a contract. PacifiCorp also takes into account the full-time horizon of the contract from contract execution. To estimate potential credit exposure at any possible point of default, PacifiCorp performs a Monte Carlo simulation[3] using a program purchased from a third-party vendor[4] that factors in forward prices, forward price volatility, temporal correlations, and asset correlations. The simulation steps through time, removing delivered volumes from the valuation while revaluing remaining, undelivered volumes. The result is a distribution of potential credit exposures from which PacifiCorp uses those at the 84th percentile.

The following chart shows the potential credit risk profile of a 1 MW, ~~B1~~ resource #1 for 2012:

[3] A Monte Carlo simulation incorporates randomness into the revaluation process while mindful of the boundaries imposed by volatility and correlation assumptions.
[4] Risk Capital Management Partners, LLC, acquired by Towers Perrin on June 19, 2006.



For the 2012 ~~,~~and 2013~~, and 2014~~ resources that are not backed by an asset, the potential credit exposure was estimated to be $1,488,754, and $1,603,434~~, and $1,605,863~~, respectively, for a 1 MW resource.

Credit Matrix

Once the potential credit exposures were estimated for all resources, the exposures then were inserted into a series of credit matrices (each a "Credit Matrix"). Each Credit Matrix lists various sizes of resources in 50 MW increments (columns) for each possible credit rating of Bidder or Bidder's credit support provider (rows). A Credit Matrix for each resource category is shown for each resource year.

Next, PacifiCorp applies its internal credit risk tolerance specific to this RFP to each potential credit exposure in every cell of every Credit Matrix. The results are the amounts of excess credit risk that PacifiCorp requests be secured through third-party guaranties, cash, letters of credit, or other collateral, or combinations thereof.

To interpret a Credit Matrix, a Bidder needs to select the type of resource, the size of the resource, and the year the resource is expected to be operational. Depending on the credit rating of the Bidder or the Bidder's credit support provider, the value in the specific Credit Matrix represents the maximum value of credit security the Bidder or Bidder's credit support provider must provide.

Using the Credit Matrix excerpt below for illustration, credit security required for a 550 MW asset purchase and sale agreement for 2012 with a 'BBB+' rated Bidder would be $0 (row 8). If the Bidder was not rated or was rated less than investment grade, the

Bidder would be required to provide $95,801,750 (row 11) in credit security to cover the potential credit exposure. Security could include a third-party guaranty from an investment grade entity but in that event additional security may be required depending on the security amounts listed in the Credit Matrix corresponding to the rating of the guarantor. For instance, if the third-party guarantor was only rated 'BBB', PacifiCorp would require a guaranty in the amount of $75m ($95,801,750 (row 11) minus $20,081,750 (row 9)) from the guarantor and additional security (i.e. a letter of credit) in the amount of $20,801,750 (row 9) from the Bidder.

Size of Nameplate bid in MW ==>	**501-550**	
Credit Rating		
AAA/Aaa and above	$0	row 1
AA+/Aa1	$0	row 2
AA/Aa2	$0	row 3
AA-/Aa3	$0	row 4
A+/A1	$0	row 5
A/A2	$0	row 6
A-/A3	$0	row 7
BBB+/Baa1	$0	row 8
BBB/Baa2	$20,801,750	row 9
BBB-/Baa3	$45,801,750	row 10
Below BBB-/Baa3	$95,801,750	row 11

In the event the Bidder's credit rating or Bidder's credit support provider's credit rating adversely changes during the contract term, the amount of credit security must be adjusted commensurate with the amounts listed in the Credit Matrix.

Posting of Credit Security

For all eligible resources that are backed by an asset that can be attached by PacifiCorp, credit security must be posted in accordance with the following schedule: Note that this includes a Power Purchase Agreement that is backed by an asset:

Cumulative Value of Credit Security*	**2012 Resource**	**2013 Resource**
10%	Effective Date (ED)	Effective Date (ED)
20%	ED+6 months	ED+18 months
30%	ED+12 months	ED+24 months
40%	ED+18 months	ED+30 months
100%	ED+24 months	ED+36 months

* When the Bidder receives project development financing, 100% of the required credit security is then immediately due, regardless of the deadlines contained in the schedule.

The Effective Date is the date the contract is approved by the Utah Commission or the date the contract is executed by the parties, which ever is later.

A Bidder may select to either post the initial security, which must be in the form of cash or letter of credit only, or alternatively, a Bidder may post the full amount of credit security using *any* form of security acceptable to PacifiCorp (e.g. a third-party guaranty.)

For all other resources, full credit security is due within ten (10) business days after the Effective Date.

Eligible Resource Alternatives Key:	
~~B~~1	Power Purchase Agreements
~~B~~2	Tolling Service Agreements
~~B~~3	Asset Purchase and Sale Agreements on PPW sites
~~B~~4	Asset Purchase and Sale Agreements
~~B~~5	EPC Contract for Currant Creek
~~B~~6	Purchase of an Existing Facility
~~B~~7	Purchase of a portion of a facility jointly owned by or operated by PPW
~~B~~8	Restructuring of existing Power Purchase Agreement or Exchange Agreement
9	IGCC Proposals (Power Purchase Agreements, Tolling Service Agreements or Asset Purchase and Sale Agreements)
10	Geothermal and/or Biomass Power Purchase Agreement
~~B9~~11(a)	Load Curtailment

RFP

~~Attachment 22~~

~~Credit Commitment Letter~~

Attachment 22: Credit Commitment Letter

~~RFP 2012~~
~~ATTACHMENT 22~~
~~Credit Commitment Letter~~

ATTACHMENT ~~–~~22~~:~~

GUARANTY COMMITMENT LETTER

(Bidder parent or credit support provider letterhead)

PacifiCorp
~~(insert our address)~~[Address]

Dear Sirs:

The undersigned bears the following relationship to the Bidder _____ (NOTE: Please insert Bidder name) ("Counterparty") in your RFP ~~2012~~ process: (NOTE: insert nature of relationship, e.g., Parent company, tax investor, etc.).

This will indicate our promise to you that, should you enter into a transaction with Counterparty arising out of any bid submitted by Counterparty in the RFP, ~~2012,~~ that we will at that time issue an unconditional guaranty in form and substance reasonably satisfactory to you, and that we will guarantee all obligations of payment and performance of Counterparty to you as our independent obligation, (up to a maximum amount of $_____, plus enforcement expenses).

We understand that you will not enter into a transaction with Counterparty without said guaranty. We understand that you are under no obligation to enter into any transaction with Counterparty, under the
RFP ~~2012~~ or otherwise.

Yours truly,

(name of committing guarantor)
(name of authorized officer)

RFP
~~Attachment 23~~

~~Operating And Maintenance Terms And Conditions~~

Attachment 23: Operating ~~A~~and Maintenance Terms ~~A~~and Conditions

Operating & Maintenance Term Sheet for Operations
Coal-Fired Generation Resources

Option 1 – To the extent PacifiCorp does not have input on the design, the following Operations & Maintenance Agreement will be negotiated by the Parties.

PacifiCorp pays all prudent O&M and capital costs and directs operator to achieve PacifiCorp's performance objectives for the plant. Plant is managed through an engineering and operating committee. Operator operates to prudent industry standards. Operator negligence covered by insurance. PacifiCorp maintains the right to step in for default, negligence or transfer of operating entity.

At Commercial Operation Date a percentage (as determined by PacifiCorp's review of the design) of the total project cost is withheld until the end of operating term of the O&M agreement. The repayment of the withheld capital cost will depend on the plant achieving specific forced outage rates compared to [a standard] and the plant operating and maintenance costs are maintained equal to or less than [a standard]. These terms are to protect against design risk.

Bidders will provide a fueling plan with cost and a fuel transportation plan to provide fuel for the duration of the O&M agreement. The fueling plan will include primary and start-up and stabilization fuels. PacifiCorp retains the option to provide fuel within the constraints of the negotiated agreements to provide fuel.

Parities will negotiate in good faith to further develop the following:

1. Plant will be owned by PacifiCorp.

2. Plant will be operated by the Plant Operator

3. Term of agreement: Ten (10) years then by PacifiCorp. PacifiCorp can assume operation of the facility prior to the end of term with 18 months notice. PacifiCorp will assume operations in the event of default, or failure to meet agreed Operating Performance Requirements..

4. O&M Services will be provided by the Plant Operator
    a. Labor
    b. Operating materials and services
    c. Operations
        i. Labor for manning plant 24 hours per day, 365 days per year basis, providing control room manning, auxiliary equipment operations and operating procedures
    d. Maintenance

i. Predictive and Preventive maintenance activities
ii. Scheduled Maintenance Activities
1. Scope and schedule of work
iii. Unscheduled maintenance
e. Plant data and record keeping per NERC/GADS guidelines

5. Plant Operating Performance Requirements for the plant:
a. Health and Safety achievement
b. Production of power
c. Equivalent forced outage rate
d. Planned outage rate
e. Equivalent availability rate
f. Heat rate
g. Compliance with regulatory and environmental permits
h. Other plant performance criteria as specified by Plant Operator:
i. Start up durations
ii. Loading and ramping rate
iii. Ancillary services

6. Operating and maintenance costs reimbursable by PacifiCorp
a. Management services
b. Labor, directs and indirects
c. Contract, Parts, Materials, Chemicals and Services
d. Permits and fees
e. Budget:
i. 1 year and 5 year Operations Budget, updated annually
ii. 1 year and 5 year Capital Budget, updated annually
iii. Budget variances

7. Fuel may be supplied by PacifiCorp to an agreed-to fuel specification, including, start up, stabilization and primary fuels.

8. Dispatching
a. Agree an annual production schedule
b. PacifiCorp dispatches the unit as part of PacifiCorp's system based on the physical and economic needs of the system

Option 2 – PacifiCorp has material input on design
PacifiCorp accepts design and pays for plant
O&M services reimbursed similar to PacifiCorp's Cholla agreement

Option 3 – PPA with plant purchase option
APSA is a PPA with an option to purchase exercisable by PacifiCorp after [X] years.
PPA supplier provides plant purchase price schedule as part of bid.

- PPA demonstrates design and reliability
- O&M costs will be recovered in PPA energy price
- Cost and risk similar to existing PPAs

RFP
Attachment 24: Operating and Maintenance Terms and Conditions for IGCC

Operating & Maintenance Term Sheet for Operations
Integrated Gasification Combined Cycle Generation Resources

Option 1 – To the extent PacifiCorp does not have any input on design, the following Operations & Maintenance Agreements will be proposed and negotiated by the Parties.

PacifiCorp pays all prudent O&M and capital costs and directs operator to achieve the PacifiCorp's performance objectives for the plant. Plant is managed through an engineering and operating committee. Operator operates to prudent industry standards. Operator negligence covered by insurance. PacifiCorp maintains the right to step in for default, negligence or transfer of operating entity.

At Commercial Operation Date a percentage (as determined by PacifiCorp's review of the design) of the total project cost is withheld until the end of operating term of the O&M agreement. The repayment of the withheld amount will depend on the plant achieving specific forced outage rates compared to [a standard] and the plant operating and maintenance costs are maintained equal to or less than [a standard]. These terms are to protect against design risk.

Bidders will provide a fueling plan with a cost and a fuel transportation plan to provide fuel for the duration of the O&M agreement. Fueling plan will include provision for both primary and secondary fuels. PacifiCorp retains the option to provide fuel within the constraints of the negotiated agreements to provide fuel.

Parties will negotiate in good faith to further develop the agreement along the following principles:

1. Plant will be owned by PacifiCorp.

2. Plant will be operated by the Plant Operator.

3. Term of Agreement – through the second major gas turbine overhaul. This is expected to be approximately twelve (12) years depending on the actual operating regime of the plant and the gas turbine supplier's operating and maintenance guidelines. PacifiCorp can assume operations with eighteen (18) months notice. PacifiCorp will assume operations for default or failure to meet agreed Operating Performance Requirements.

4. Separate agreements shall be proposed:
    a. Combined operation – both gasification and power islands
    b. Gasification island only
    c. Power island only

5. O&M Services will be provided by the Plant Operator
    a. Labor
    a. Operating materials and services
    b. Operations
        i. Labor for operating the plant on a 24 hours per day basis, 365 days per year, providing control room manning, auxiliary equipment operations and operating procedures
    d. Maintenance
        i. Predictive and Preventive maintenance activities
        ii. Scheduled Maintenance Activities
            1. Scope and schedule of work
        iii. Unscheduled maintenance
    e. Plant data and record keeping per NERC/GADS guideline

6. Plant Operating Performance Requirements:
    a. Health and Safety achievement
    b. Production of power
    c. Equivalent Forced outage rate – gasification island
    d. Equivalent Forced outage rate – power block
    e. Planned outage rate – gasification island
    f. Planned outage rate – power block
    g. Equivalent availability - gasification island
    h. Equivalent availability - power block
    i. Overall plant availability on syngas
    j. Heat rate on syngas
    k. Heat rate on secondary fuel
    l. Compliance with regulatory and environmental permits
    m. Other plant performance criteria as specified by Plant Operator:
        i. Start-up durations
        ii. Loading and ramping rate
        iii. Ancillary services

7. Operating and maintenance costs reimbursable by PacifiCorp:
    a. Management services
    a. Labor, directs and indirects
    b. Contracts, Parts, Materials, Chemicals, and Services
    c. Royalties
    d. Permits and Fees
    e. Budget Information:
        i. 1 year and 5 year Operations Budget, updated annually
        ii. 1 year and 5 year Capital Budget, updated annually
        iii. Budget variances to actual over or under

8. Fuel maybe supplied by PacifiCorp to an agreed-to fuel specification, including start-up, stabilization and primary fuels.

9. Dispatching

    a. Agree to an annual production schedule
    b. PacifiCorp dispatches the unit as part of PacifiCorp's system based on the physical and economic needs of the system

Option 2 – PPA with plant purchase option

Option to APSA is a PPA with an option to buy exercisable by PacifiCorp after [X] years. PPA supplier provides plant purchase price schedule.

- PPA for demonstration of reliability
- O&M is in PPA energy price
- Cost and risk similar to existing PPAs

RFP
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RFP

~~FORM 1~~

~~Pricing Input Sheet~~

FORM 1: Pricing Input Sheet

Form 1 Pricing Input Sheet

PacifiCorp RFP 2012: CONFIDENTIAL and PROPRIETARY

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Filename
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ID	Input Description	Bidder Input
1	Resource Alternative Category (THIS FIELD MUST BE ENTERED BEFORE PROCEDING TO OTHER INPUTS)	APSA - Bidder Site
2	Resource Type (THIS FIELD MUST BE ENTERED BEFORE PROCEDING TO OTHER INPUTS)	Coal
3	Bid Number	9999
4	Project Name	To Be Stripped Out by IE
5	Delivery to PacifiCorp Start Date (mm/dd/yyyy)	6/1/2012
6	Delivery to PacifiCorp End Date (mm/dd/yyyy)	N/A
7	Point of Interconnection	Oquirrh, UT
8	Point of Power Delivery	Mona 345kV
9	New or Existing Resource?	New
10	Economic Life of Resource (years)	40
11	Beginning of Plant Life/Commercial On-Line Date for New or Existing Resource (mm/dd/yyyy)	6/1/2012
12	Firm or Unit Contingent?	Unit Contingent
13	Transmission Interconnection Credit Assigned to PacifiCorp ($)	$5,000,000
14	Third Party PTP Transmission ($/KW-mo) Charge to PacifiCorp	$0.00
15	Third Party Losses Transmission (%) Charge to PacifiCorp	0.00%
16	PacifiCorp or Bidder to Deliver Fuel (if applicable)?	PacifiCorp
17	Point of Fuel Delivery (or index, if applicable)	Facility
	IGCC Option Inputs	
18	IGCC Project Cost (required)	
19	IGCC Project On-line Date (required)	
20	IGCC carbon capture ready Project Cost (optional)	
21	IGCC carbon capture ready Project On-line Date (optional)	
22	IGCC with carbon capture and sequestration Project Cost (optional)	
23	IGCC with carbon capture and sequestration Project On-line Date (optional)	
	Load Curtailment Option Inputs	
24	Resource Capacity & Fixed Charges Applicator (MW)	
25	Capacity Payment ($/KW-mo)	
26	Capacity Payment Annual Calendar Escalation Index?	
27	Capacity Payment Annual Calendar Escalation (%)	
28	Bidder's Incremental Energy Retail Rate ($/MWh)	
29	Hours Per Day Dispatch Limitation	0
30	Hours Per Month Dispatch Limitation	0
31	Hours Per Year Dispatch Limitation	0

Note:
Each Bidder is required to copy this form and resave it with their bid number and submit it on a CD or Diskette as an electronic copy in Excel. Form 1 can be downloaded from either PacifiCorp website and or the IE website for Bidders to save on a CD or Diskette. (www.pacificorp.com)

The electronic copy of Form 1 will be interactive requiring the bidder to specify intputs to items 1 and 2 before filling out the remaining sections of the Pricing Input Sheet.

	Resource Inputs	Natural Gas Resources				All Other Resources
		Combined Cycle	Simple Cycle	Duct Fire	Power Augmentation	Coal/IGCC/Other
32	Resource Capacity (Nameplate) & Fixed Charges Applicator (MW)					500
33	Optionality (Hourly, Day Of, Day Ahead, Monthly)					N/A
34	Fixed Energy Payment ($/MWh, if applicable)					$0.00
35	Fixed Energy Payment Annual Calendar Escalation Index?					N/A
36	Fixed Energy Payment Annual Calendar Escalation Rate					
37	Published Index for Energy Payment (if applicable)					
38	Published Index for Energy Payment Adder					
39	Published Index for Energy Payment Multiplier (%)					
40	Heat Rate (Btu/KWh) - PPA/Tolling Structures (if applicable)					
41	Variable O&M Payment ($/MWh)					$2.00
42	Variable O&M Payment Annual Calendar Escalation Index?					Fixed Bidder Rate
43	Variable O&M Payment Annual Calendar Escalation Rate					1.00%
44	Start-Up Costs ($/MWh) 8 hours per run					
45	Start-Up Costs ($/MWh) 16 hours per run					
46	Start-up Costs for Non-Natural Gas Resource ($/MWh)					$2.00
47	Start-up Cost Annual Calendar Escalation Index?					Fixed Bidder Rate
48	Start-up Cost Annual Calendar Escalation Rate					1.0%
49	Fixed O&M Payment ($/KW-mo)					$1.00
50	Fixed O&M Payment Annual Calendar Escalation Index?					Fixed Bidder Rate
51	Fixed O&M Payment Annual Calendar Escalation Rate					1.00%
52	Capacity Payment ($/KW-mo)					$0.00
53	Capacity Payment Annual Calendar Escalation Index?					Fixed Bidder Rate
54	Capacity Payment Annual Calendar Escalation Rate					0.00%
55	Percentage of Capacity Payment that is Executory Costs (%)					0%
56	Cost to Build ($/kW)					$1,000
57	Gas Capacity (DT/day)					
58	Gas Demand Charge ($/DT-mo)					
59	Gas Distribution Charges Above Commodity Rate or Index Adder ($/MMBtu)					
60	Gas Distribution Charges Adder Calendar Escalation Index?					
61	Gas Distribution Charges Adder Calendar Escalation Rate					
62	Fuel Multiplier (%, if applicable)					100.0%
63	Hours Per Day Dispatch Limitation (if applicable)					N/A
64	Hours Per Year Dispatch Limitation (if applicable)					N/A
65	Ramp Rates - Warm Start (MW/min.)					10.0
66	Runup Rates - Cold Start (MW/min.)					5.0
67	Min. Up (hours)					12.0
68	Min. Down (hours)					12.0
69	Spinning Reserve Amounts (Max that can be used for Spin) (MW)					100
70	Non-Spinning Reserve Amounts (Max that can be used for Non-Spin from Cold Start) (MW)					0
	Mechanical Availability by Month: (Expected, or Guaranteed if Applicable)	**Natural Gas Resources**				**All Other Resources**
		Combined Cycle %	Simple Cycle %	Duct Fire %	Power Augmentation%	Coal/IGCC/Other
71	January					97%
72	February					97%
73	March					97%
74	April					97%
75	May					97%
76	June					97%
77	July					97%
78	August					97%
79	September					97%
80	October					97%
81	November					97%

ID		Planned Outages by Month	Natural Gas Resources				All Other Resources
			Combined Cycle %	Simple Cycle %	Duct Fire %	Power Augmentation%	Coal/IGCC/Other
84	YEAR 1	January					0%
84		February					0%
85		March					0%
86		April					0%
87		May					50%
88		June					0%
89		July					0%
90		August					0%
91		September					0%
92		October					0%
93		November					0%
94		December					0%
95	YEAR 2	January					0%
95		February					0%
97		March					0%
98		April					0%
99		May					50%
100		June					0%
101		July					0%
102		August					0%
103		September					0%
104		October					0%
105		November					0%
106		December					0%
107	YEAR 3	January					0%
108		February					0%
109		March					0%
110		April					0%
111		May					70%
112		June					0%
113		July					0%
114		August					0%
115		September					0%
116		October					0%
117		November					0%
118		December					0%
119	YEAR 4	January					0%
120		February					0%
121		March					0%
122		April					0%
123		May					50%
124		June					0%
125		July					0%
126		August					0%
127		September					0%
128		October					0%
129		November					0%
130		December					0%
131	YEAR 5	January					0%
132		February					0%
133		March					0%
134		April					0%
135		May					50%
136		June					0%
137		July					0%
138		August					0%
139		September					0%
140		October					0%
141		November					0%
142		December					0%
143	YEAR 6	January					0%
144		February					0%
145		March					0%
146		April					0%
147		May					70%
148		June					0%
149		July					0%
150		August					0%
151		September					0%
152		October					0%
153		November					0%
154		December					0%
155	YEAR 7	January					0%
156		February					0%
157		March					0%
158		April					0%
159		May					50%
160		June					0%
161		July					0%
162		August					0%
163		September					0%
164		October					0%
165		November					0%
166		December					0%
167	YEAR 8	January					0%
168		February					0%
169		March					0%
170		April					0%
171		May					50%
172		June					0%
173		July					0%
174		August					0%
175		September					0%
176		October					0%
177		November					0%
178		December					0%
179	YEAR 9	January					0%
180		February					0%
181		March					0%
182		April					0%
183		May					70%
184		June					0%
185		July					0%
186		August					0%
187		September					0%
188		October					0%
189		November					0%
190		December					0%
191	YEAR 10	January					0%
192		February					0%
193		March					0%
194		April					0%
195		May					50%
196		June					0%
197		July					0%
198		August					0%
199		September					0%
200		October					0%
201		November					0%
202		December					0%
203	YEAR 11	January					0%
204		February					0%
205		March					0%
206		April					0%
207		May					50%
208		June					0%
209		July					0%
210		August					0%
211		September					0%
212		October					0%
213		November					0%
214		December					0%
215	YEAR 12	January					0%
216		February					0%
217		March					0%
218		April					0%
219		May					70%
220		June					0%
221		July					0%
222		August					0%
223		September					0%
224		October					0%
225		November					0%
226		December					0%
227	YEAR 13	January					0%
228		February					0%
229		March					0%
230		April					0%
231		May					70%
232		June					0%
233		July					0%
234		August					0%
235		September					0%
236		October					0%
237		November					0%
238		December					0%
239	YEAR 14	January					0%
240		February					0%
241		March					0%
242		April					0%
243		May					70%
244		June					0%
245		July					0%
246		August					0%
247		September					0%
248		October					0%
249		November					0%
250		December					0%
251	YEAR 15	January					0%
252		February					0%
253		March					0%
254		April					0%
255		May					70%
256		June					0%
257		July					0%
258		August					0%
259		September					0%
260		October					0%
261		November					0%
262		December					0%
263	YEAR 16	January					0%
264		February					0%
265		March					0%
266		April					0%
267		May					50%
268		June					0%
269		July					0%
270		August					0%
271		September					0%
272		October					0%
273		November					0%
274		December					0%
275	YEAR 17	January					0%
276		February					0%
277		March					0%
278		April					0%
279		May					50%
280		June					0%
281		July					0%
282		August					0%
283		September					0%
284		October					0%
285		November					0%
286		December					0%
287	YEAR 18	January					0%
288		February					0%
289		March					0%
290		April					0%
291		May					70%
292		June					0%
293		July					0%
294		August					0%
295		September					0%
296		October					0%
297		November					0%
298		December					0%
299	YEAR 19	January					0%
300		February					0%
301		March					0%
302		April					0%
303		May					50%
304		June					0%
305		July					0%
306		August					0%
307		September					0%
308		October					0%
309		November					0%
310		December					0%
311	YEAR 20	January					0%
312		February					0%
313		March					0%
314		April					0%
315		May					50%
316		June					0%
317		July					0%
318		August					0%
319		September					0%
320		October					0%
321		November					0%
322		December					0%

ID		Fuel Costs	$/MMBtu
563	YEAR 1	January	$0.00
564		February	$0.00
565		March	$0.00
566		April	$0.00
567		May	$0.00
568		June	$0.00
569		July	$0.00
570		August	$0.00
571		September	$0.00
572		October	$0.00
573		November	$0.00
574		December	$0.00
575	YEAR 2	January	$0.00
576		February	$0.00
577		March	$0.00
578		April	$0.00
579		May	$0.00
580		June	$0.00
581		July	$0.00
582		August	$0.00
583		September	$0.00
584		October	$0.00
585		November	$0.00
586		December	$0.00
587	YEAR 3	January	$0.00
588		February	$0.00
589		March	$0.00
590		April	$0.00
591		May	$0.00
592		June	$0.00
593		July	$0.00
594		August	$0.00
595		September	$0.00
596		October	$0.00
597		November	$0.00
598		December	$0.00
599	YEAR 4	January	$0.00
600		February	$0.00
601		March	$0.00
602		April	$0.00
603		May	$0.00
604		June	$0.00
605		July	$0.00
606		August	$0.00
607		September	$0.00
608		October	$0.00
609		November	$0.00
610		December	$0.00
611	YEAR 5	January	$0.00
612		February	$0.00
613		March	$0.00
614		April	$0.00
615		May	$0.00
616		June	$0.00
617		July	$0.00
618		August	$0.00
619		September	$0.00
620		October	$0.00
621		November	$0.00
622		December	$0.00
623	YEAR 6	January	$0.00
624		February	$0.00
625		March	$0.00
626		April	$0.00
627		May	$0.00
628		June	$0.00
629		July	$0.00
630		August	$0.00
631		September	$0.00
632		October	$0.00
633		November	$0.00
634		December	$0.00
635	YEAR 7	January	$0.00
636		February	$0.00
637		March	$0.00
638		April	$0.00
639		May	$0.00
640		June	$0.00
641		July	$0.00
642		August	$0.00
643		September	$0.00
644		October	$0.00
645		November	$0.00
646		December	$0.00
647	YEAR 8	January	$0.00
648		February	$0.00
649		March	$0.00
650		April	$0.00
651		May	$0.00
652		June	$0.00
653		July	$0.00
654		August	$0.00
655		September	$0.00
656		October	$0.00
657		November	$0.00
658		December	$0.00
659	YEAR 9	January	$0.00
660		February	$0.00
661		March	$0.00
662		April	$0.00
663		May	$0.00
664		June	$0.00
665		July	$0.00
666		August	$0.00
667		September	$0.00
668		October	$0.00
669		November	$0.00
670		December	$0.00
671	YEAR 10	January	$0.00
672		February	$0.00
673		March	$0.00
674		April	$0.00
675		May	$0.00
676		June	$0.00
677		July	$0.00
678		August	$0.00
679		September	$0.00
680		October	$0.00
681		November	$0.00
682		December	$0.00
683	YEAR 11	January	$0.00
684		February	$0.00
685		March	$0.00
686		April	$0.00
687		May	$0.00
688		June	$0.00
689		July	$0.00
690		August	$0.00
691		September	$0.00
692		October	$0.00
693		November	$0.00
694		December	$0.00
695	YEAR 12	January	$0.00
696		February	$0.00
697		March	$0.00
698		April	$0.00
699		May	$0.00
700		June	$0.00
701		July	$0.00
702		August	$0.00
703		September	$0.00
704		October	$0.00
705		November	$0.00
706		December	$0.00
707	YEAR 13	January	$0.00
708		February	$0.00
709		March	$0.00
710		April	$0.00
711		May	$0.00
712		June	$0.00
713		July	$0.00
714		August	$0.00
715		September	$0.00
716		October	$0.00
717		November	$0.00
718		December	$0.00
719	YEAR 14	January	$0.00
720		February	$0.00
721		March	$0.00
722		April	$0.00
723		May	$0.00
724		June	$0.00
725		July	$0.00
726		August	$0.00
727		September	$0.00
728		October	$0.00
729		November	$0.00
730		December	$0.00
731	YEAR 15	January	$0.00
732		February	$0.00
733		March	$0.00
734		April	$0.00
735		May	$0.00
736		June	$0.00
737		July	$0.00
738		August	$0.00
739		September	$0.00
740		October	$0.00
741		November	$0.00
742		December	$0.00
743	YEAR 16	January	$0.00
744		February	$0.00
745		March	$0.00
746		April	$0.00
747		May	$0.00
748		June	$0.00
749		July	$0.00
750		August	$0.00
751		September	$0.00
752		October	$0.00
753		November	$0.00
754		December	$0.00
755	YEAR 17	January	$0.00
756		February	$0.00
757		March	$0.00
758		April	$0.00
759		May	$0.00
760		June	$0.00
761		July	$0.00
762		August	$0.00
763		September	$0.00
764		October	$0.00
765		November	$0.00
766		December	$0.00
767	YEAR 18	January	$0.00
768		February	$0.00
769		March	$0.00
770		April	$0.00
771		May	$0.00
772		June	$0.00
773		July	$0.00
774		August	$0.00
775		September	$0.00
776		October	$0.00
777		November	$0.00
778		December	$0.00
779	YEAR 19	January	$0.00
780		February	$0.00
781		March	$0.00
782		April	$0.00
783		May	$0.00
784		June	$0.00
785		July	$0.00
786		August	$0.00
787		September	$0.00
788		October	$0.00
789		November	$0.00
790		December	$0.00
791	YEAR 20	January	$0.00
792		February	$0.00
793		March	$0.00
794		April	$0.00
795		May	$0.00
796		June	$0.00
797		July	$0.00
798		August	$0.00
799		September	$0.00
800		October	$0.00
801		November	$0.00
802		December	$0.00

371	YEAR 25	January					0%	851	YEAR 25	January	$0.00
372		February					0%	852		February	$0.00
373		March					0%	853		March	$0.00
374		April					0%	854		April	$0.00
375		May					50%	855		May	$0.00
376		June					0%	856		June	$0.00
377		July					0%	857		July	$0.00
378		August					0%	858		August	$0.00
379		September					0%	859		September	$0.00
380		October					0%	860		October	$0.00
381		November					0%	861		November	$0.00
382		December					0%	862		December	$0.00
383	YEAR 26	January					0%	863	YEAR 26	January	$0.00
384		February					0%	864		February	$0.00
385		March					0%	865		March	$0.00
386		April					0%	866		April	$0.00
387		May					50%	867		May	$0.00
388		June					0%	868		June	$0.00
389		July					0%	869		July	$0.00
390		August					0%	870		August	$0.00
391		September					0%	871		September	$0.00
392		October					0%	872		October	$0.00
393		November					0%	873		November	$0.00
394		December					0%	874		December	$0.00
395	YEAR 27	January					0%	875	YEAR 27	January	$0.00
396		February					0%	876		February	$0.00
397		March					0%	877		March	$0.00
398		April					0%	878		April	$0.00
399		May					70%	879		May	$0.00
400		June					0%	880		June	$0.00
401		July					0%	881		July	$0.00
402		August					0%	882		August	$0.00
403		September					0%	883		September	$0.00
404		October					0%	884		October	$0.00
405		November					0%	885		November	$0.00
406		December					0%	886		December	$0.00
407	YEAR 28	January					0%	887	YEAR 28	January	$0.00
408		February					0%	888		February	$0.00
409		March					0%	889		March	$0.00
410		April					0%	890		April	$0.00
411		May					50%	891		May	$0.00
412		June					0%	892		June	$0.00
413		July					0%	893		July	$0.00
414		August					0%	894		August	$0.00
415		September					0%	895		September	$0.00
416		October					0%	896		October	$0.00
417		November					0%	897		November	$0.00
418		December					0%	898		December	$0.00
419	YEAR 29	January					0%	899	YEAR 29	January	$0.00
420		February					0%	900		February	$0.00
421		March					0%	901		March	$0.00
422		April					0%	902		April	$0.00
423		May					50%	903		May	$0.00
424		June					0%	904		June	$0.00
425		July					0%	905		July	$0.00
426		August					0%	906		August	$0.00
427		September					0%	907		September	$0.00
428		October					0%	908		October	$0.00
429		November					0%	909		November	$0.00
430		December					0%	910		December	$0.00
431	YEAR 30	January					0%	911	YEAR 30	January	$0.00
432		February					0%	912		February	$0.00
433		March					0%	913		March	$0.00
434		April					0%	914		April	$0.00
435		May					70%	915		May	$0.00
436		June					0%	916		June	$0.00
437		July					0%	917		July	$0.00
438		August					0%	918		August	$0.00
439		September					0%	919		September	$0.00
440		October					0%	920		October	$0.00
441		November					0%	921		November	$0.00
442		December					0%	922		December	$0.00
443	YEAR 31	January					0%	923	YEAR 31	January	$0.00
444		February					0%	924		February	$0.00
445		March					0%	925		March	$0.00
446		April					0%	926		April	$0.00
447		May					50%	927		May	$0.00
448		June					0%	928		June	$0.00
449		July					0%	929		July	$0.00
450		August					0%	930		August	$0.00
451		September					0%	931		September	$0.00
452		October					0%	932		October	$0.00
453		November					0%	933		November	$0.00
454		December					0%	934		December	$0.00
455	YEAR 32	January					0%	935	YEAR 32	January	$0.00
456		February					0%	936		February	$0.00
457		March					0%	937		March	$0.00
458		April					0%	938		April	$0.00
459		May					50%	939		May	$0.00
460		June					0%	940		June	$0.00
461		July					0%	941		July	$0.00
462		August					0%	942		August	$0.00
463		September					0%	943		September	$0.00
464		October					0%	944		October	$0.00
465		November					0%	945		November	$0.00
466		December					0%	946		December	$0.00
467	YEAR 33	January					0%	947	YEAR 33	January	$0.00
468		February					0%	948		February	$0.00
469		March					0%	949		March	$0.00
470		April					0%	950		April	$0.00
471		May					70%	951		May	$0.00
472		June					0%	952		June	$0.00
473		July					0%	953		July	$0.00
474		August					0%	954		August	$0.00
475		September					0%	955		September	$0.00
476		October					0%	956		October	$0.00
477		November					0%	957		November	$0.00
478		December					0%	958		December	$0.00
479	YEAR 34	January					0%	959	YEAR 34	January	$0.00
480		February					0%	960		February	$0.00
481		March					0%	961		March	$0.00
482		April					0%	962		April	$0.00
483		May					50%	963		May	$0.00
484		June					0%	964		June	$0.00
485		July					0%	965		July	$0.00
486		August					0%	966		August	$0.00
487		September					0%	967		September	$0.00
488		October					0%	968		October	$0.00
489		November					0%	969		November	$0.00
490		December					0%	970		December	$0.00
491	YEAR 35	January					0%	971	YEAR 35	January	$0.00
492		February					0%	972		February	$0.00
493		March					0%	973		March	$0.00
494		April					0%	974		April	$0.00
495		May					50%	975		May	$0.00
496		June					0%	976		June	$0.00
497		July					0%	977		July	$0.00
498		August					0%	978		August	$0.00
499		September					0%	979		September	$0.00
500		October					0%	980		October	$0.00
501		November					0%	981		November	$0.00
502		December					0%	982		December	$0.00
503	YEAR 36	January					0%	983	YEAR 36	January	$0.00
504		February					0%	984		February	$0.00
505		March					0%	985		March	$0.00
506		April					0%	986		April	$0.00
507		May					70%	987		May	$0.00
508		June					0%	988		June	$0.00
509		July					0%	989		July	$0.00
510		August					0%	990		August	$0.00
511		September					0%	991		September	$0.00
512		October					0%	992		October	$0.00
513		November					0%	993		November	$0.00
514		December					0%	994		December	$0.00
515	YEAR 37	January					0%	995	YEAR 37	January	$0.00
516		February					0%	996		February	$0.00
517		March					0%	997		March	$0.00
518		April					0%	998		April	$0.00
519		May					50%	999		May	$0.00
520		June					0%	1000		June	$0.00
521		July					0%	1001		July	$0.00
522		August					0%	1002		August	$0.00
523		September					0%	1003		September	$0.00
524		October					0%	1004		October	$0.00
525		November					0%	1005		November	$0.00
526		December					0%	1006		December	$0.00
527	YEAR 38	January					0%	1007	YEAR 38	January	$0.00
528		February					0%	1008		February	$0.00
529		March					0%	1009		March	$0.00
530		April					0%	1010		April	$0.00
531		May					50%	1011		May	$0.00
532		June					0%	1012		June	$0.00
533		July					0%	1013		July	$0.00
534		August					0%	1014		August	$0.00
535		September					0%	1015		September	$0.00
536		October					0%	1016		October	$0.00
537		November					0%	1017		November	$0.00
538		December					0%	1018		December	$0.00
539	YEAR 39	January					0%	1019	YEAR 39	January	$0.00
540		February					0%	1020		February	$0.00
541		March					0%	1021		March	$0.00
542		April					0%	1022		April	$0.00
543		May					70%	1023		May	$0.00
544		June					0%	1024		June	$0.00
545		July					0%	1025		July	$0.00
546		August					0%	1026		August	$0.00
547		September					0%	1027		September	$0.00
548		October					0%	1028		October	$0.00
549		November					0%	1029		November	$0.00
550		December					0%	1030		December	$0.00
551	YEAR 40	January					0%	1031	YEAR 40	January	$0.00
552		February					0%	1032		February	$0.00
553		March					0%	1033		March	$0.00
554		April					0%	1034		April	$0.00
555		May					50%	1035		May	$0.00
556		June					0%	1036		June	$0.00
557		July					0%	1037		July	$0.00
558		August					0%	1038		August	$0.00
559		September					0%	1039		September	$0.00
560		October					0%	1040		October	$0.00
561		November					0%	1041		November	$0.00
562		December					0%	1042		December	$0.00

Input Field	Definition
Delivery to PacifiCorp Start Date (mm/dd/yyy)	The date that PacifiCorp begins receiving energy and/or capacity from the proposed resource. For new resources that will become PacifiCorp assets, enter the commercial online date.
Delivery to PacifiCorp End Date (mm/dd/yyyy)	For PPAs, Tolling Agreements, Load Curtailment, and Qualifying Facility proposals, enter the end of the contract term proposed. For resources that will become PacifiCorp assets, enter the date corresponding to the end of the asset life proposed.
Point of Interconnection	The location where the proposed resource is connected to the electrical system (i.e. Oquirrh, UT).
Point of Power Delivery	The location on the electrical system where PacifiCorp will take ownership of the energy and/or capacity from the proposed resource (i.e. Mona 345 kV).
Economic Life of Resource	For the FASB 13 Test, this is the economic or useful life of the proposed or existing resource.
Beginning of Plant Life/Commercial On-Line Date for New or Existing Resource	The date the plant was placed in-service or is expected to be place in-service.
Firm	WSPP Schedule C
Unit Contingent	WSPP Schedule B
Transmission Interconnection Credit Assigned to PacifiCorp ($)	For bids that will become PacifiCorp assets, specify the amount of the interconnection costs that are eligible for an interconnection credit from the transmission service provider.
Third Party PTP Transmission ($/KW-mo) Charge to PacifiCorp	Enter the monthly rate for third party point-to-point transmission service that will be PacifiCorp's responsibility.
Third Party Losses Transmission (%) Charge to PacifiCorp	Enter the third party transmission loss rate,in addition to any capacity or energy payments, that will be PacifiCorp's responsibility.
PacifiCorp or Bidder to Deliver Fuel (if applicable)?	Specify whether PacifiCorp or the Bidder will be responsible for fuel delivery to the proposed resource.
Point of Fuel Delivery (or index, if applicable)	Specify the where the fuel is to be delivered for the proposed resource or enter the index applicable to the point of delivery.
Resource Capacity (Nameplate) & Fixed Charges Applicator (MW)	The nameplate capacity of the proposed resource. This is the same value to which any fixed charges ($/kW or $/kW-mo) will be applied.
Bidder's Incremental Energy Retail Rate	The bidder's incremental energy retail rate that would be paid to PacifiCorp for an otherwise non-curtailed hour. Either enter the rate as $/MWh or specify the appropriate rate schedule.
Hours Per Day Dispatch Limitation	The total # of hours per day that PacifiCorp will not be permitted to curtail load from the proposed resource.
Hours Per Month Dispatch Limitation	The total # of hours per month that PacifiCorp will not be permitted to curtail load from the proposed resource.
Hours Per Year Dispatch Limitation	The total # of hours per year that PacifiCorp will not be permitted to curtail load from the proposed resource.
Optionality (Hourly, Day Of, Day Ahead, Monthly)	For proposed resources offering dispatch optionality to PacifiCorp, specify when PacifiCorp must determine to exercise the option.
Fixed Energy Payment ($/MWh, if applicable)	Enter the fixed energy payment amount PacifiCorp must pay to the bidder.
Fixed Energy Payment Annual Calendar Escalation Index?	Select the escalation index to be applied on a calendar year basis to the fixed energy payment amount proposed. If the bidder wishes to propose it's own fixed escalation rate, select "Fixed Bidder Rate" and specifiy the rate to be applied in the next line.
Fixed Energy Payment Annual Calendar Escalation Rate	Enter the annual calendar year escalation rate to be applied to the proposed fixed energy payment amount.
Published Index for Energy Payment (if applicable)	Enter the name of the published price index that PacifiCorp must pay to the bidder for the energy.
Published Index for Energy Payment Adder	Enter the price to be added to the published index for every hour of delivery. The adder should be in the same units as the index.
Published Index for Energy Payment Multiplier (%)	Enter the percentage to be multiplied by the index for every hour of delivery.
Heat Rate (Btu/KWh) - PPA/Tolling Structures (if applicable)	Enter the contract heat rate applicable to PPAs and Tolling Agreements. Detailed heat rate data for resources that will become PacifiCorp assets is enterred elsewhere.
Variable O&M Payment ($/MWh)	Variable Operating & Maintenance Cost, not including start-up costs.
Variable O&M Payment Annual Calendar Escalation Index?	Select the escalation index to be applied on a calendar year basis to the variable O&M payment amount proposed. If the bidder wishes to propose it's own fixed escalation rate, select "Fixed Bidder Rate" and specifiy the rate to be applied in the next line.
Variable O&M Payment Annual Calendar Escalation Rate	Enter the annual calendar year escalation rate to be applied to the proposed variable O&M payment amount.
Start-Up Costs ($/MWh) 8 hours per run	Applicable to natural gas resources, enter the start-up cost assuming 8 hours per run.
Start-Up Costs ($/MWh) 16 hours per run	Applicable to natural gas resources, enter the start-up cost assuming 16 hours per run.
Start-up Costs for Non-Natural Gas Resource ($/MWh)	Applicable to non-natural gas resources, enter the start-up cost assuming extended base load dispatch.

Input Field	Definition
Start-up Cost Annual Calendar Escalation Index?	Select the escalation index to be applied on a calendar year basis to the start-up cost amount proposed. If the bidder wishes to propose it's own fixed escalation rate, select "Fixed Bidder Rate" and specifiy the rate to be applied in the next line.
Start-up Cost Annual Calendar Escalation Rate	Enter the annual calendar year escalation rate to be applied to the proposed start-up cost amount.
Fixed O&M Payment ($/KW-mo)	Fixed Operating & Maintenance Cost
Fixed O&M Payment Annual Calendar Escalation Index?	Select the escalation index to be applied on a calendar year basis to the fixed O&M cost amount proposed. If the bidder wishes to propose it's own fixed escalation rate, select "Fixed Bidder Rate" and specifiy the rate to be applied in the next line.
Fixed O&M Payment Annual Calendar Escalation Rate	Enter the annual calendar year escalation rate to be applied to the proposed fixed O&M cost amount.
Capacity PMT ($/KW-mo)	Capacity payment to be applied to the value entered in the "Resource Capacity & Fixed Charges Applicator" input field.
Capacity Payment Annual Calendar Escalation Index?	Select the escalation index to be applied on a calendar year basis to the capacity payment amount proposed. If the bidder wishes to propose it's own fixed escalation rate, select "Fixed Bidder Rate" and specifiy the rate to be applied in the next line.
Capacity Payment Annual Calendar Escalation Rate	Enter the annual calendar year escalation rate to be applied to the proposed capacity payment amount.
Percentage of Capacity Payment that is Executory Costs (%)	For FASB 13 Test, those costs such as insurance, maintenance, and taxes incurred for the leased property.
Cost to Build ($/kW)	For FASB 13 Test, the cost required to build the plant in order to calculate the Fair Market Value. Needs to be a weighted average for complete plant.
Gas Capacity (DT/day)	For proposed gas resources, the amount of daily natural gas capacity required to dispatch the resource.
Gas Demand Charge ($/DT-mo)	For proposed gas resources, the monthly reservation charge for which PacifiCorp is responsible in order to secure the gas capacity required to dispatch the asset.
Gas Distribution Charges Above Commodity Rate or Index Adder ($/MMBtu)	Figure that when added to the commodity price (and fuel multiplier if applicable) to derive the all-in fuel price, in $/MMBtu, that can be applied to the heat rate(s).
Gas Distribution Charges Adder Calendar Escalation Index?	Select the escalation index to be applied on a calendar year basis to the gas distribution charges proposed. If the bidder wishes to propose it's own fixed escalation rate, select "Fixed Bidder Rate" and specifiy the rate to be applied in the next line.
Gas Distribution Charges Adder Calendar Escalation Rate	Enter the annual calendar year escalation rate to be applied to the proposed gas distribution charges.
Fuel Multiplier (%, if applicable)	Multiplier than can be applied to the gas commodity price OR index to derive the pre-gas distribution charge fuel price. A 2.5% increase in the commodity price should be entered as a 102.5% multiplier.
Hours Per Day Dispatch Limitation (if applicable)	Enter the number of hours in a day over which the proposed resource cannot be dispatched by PacifiCorp.
Hours Per Day Dispatch Limitation (if applicable)	Enter the number of hours in a year over which the proposed resource cannot be dispatched by PacifiCorp.
Ramp Rates - Warm Start (MW/min.)	Enter the MW/min permitted change in unit generation, both up and down, when the unit is operating at or above its minimum operating capacity.
Runup Rate - Cold Start (MW/min.)	Enter the MW/min permitted change in unit generation when the unit is first committed to operation until it reaches its minimum operating capacity.
Min. Up (hours)	Enter the number of hours a unit must remain online after being committed.
Min. Down (hours)	Enter the number of hours a unit must remain offline after being decommitted.
Spinning Reserve	Unloaded generation which is synchronized, ready to serve additional demand and able to reach reserve amount within 10 minutes
Non-Spinning Reserve	Non-Synchronized and able to reach amount within 10 minutes
Mechanical Availability by Month: (Expected, or Guaranteed if Applicable)	In the appropriate column, enter the percent of a month's hours that the proposed resource is expected or guaranteed to be available. This does not include reductions for planned outages. For natural gas resources, the monthly availability inputs should take into consideration the dependance of duct firing on the CCCT along with the potential dependance of power augmentation on duct firing.
Planned Outages by Month	Planned Outages for Scheduled Maintenance, etc. Does not include reduction for mechanical availability. Percent of month's hours the unit is to be offline for planned outages.
Fuel Costs	If applicable supply the fuel costs as $/MMBtu over the term of the proposed resource.
Degradation Table:	Expected or Guaranteed degradation of Heat Rate and Capacity (provided in % increase or decrease from undegradated value).
Undegradated Heat Rate & Capacity @ Ambiant Conditions	The manufacturers guaranteed performance at substantial completion when the units are new and clean. Information not needed when bidder guarantees heat rate and/or capacity.
Initial Capital Lump Sum Amount ($)	Initial capital expenditures NOT related to maintenance or transmission interconnection or resource integration. For a lump sum capital payment, please include AFUDC, land, buildings, plant, sales tax, property tax, etc.
Initial Capital Lump Sum Payment Date (mm/dd/yyyy)	For lump sum initial capital payments, specify the anticipated payment date.
Eligible Investment Tax Credit Amount (if applicable)	For proposed resources that have secured investment tax credits, please specify the dollar amount of the tax credit for which the resource is eligible.
Percentage of Total Initial Capital from Emission Control Equipment Cost	Please specify the amount of initial capital for the proposed project that is associated with the installation of emission control equipment as a percentage of the total capital cost.
Sales Tax Amount ($)	If the initial capital does not include sales tax, please specify the sales tax amount.
Initial Capital Expenditures: Staged Payment Schedule	For proposals that involve staged capital payments, enter the monthly payment schedule. The capital expenditures should NOT include AFUDC or property taxes, ~~as PacifiCorp will calculate these figures based on then current rates.~~
Ongoing Capital Expenditures	For projects that will require PacifiCorp to make on-going capital payments, identify the annual capital expenditures for the life of the project.

RFP 2012
FORM 1
PRICING INPUT SHEET

RFP ~~2012~~

~~FORM 2~~

~~Permitting And Construction Milestones~~

FORM 2: Permitting ~~A~~and Construction Milestones

RFP 2012

RFP FORM 2
PERMITTING AND CONSTRUCTION MILESTONES

Milestone	Date	Bidder to insert Break up Fee
Notice to Proceed		
Secure Property		
Secure Water Rights		
Secure ERCs		
Secure Permits		
Natural Gas Interconnection Agreement		
Complete LGIA with PacifiCorp		
Break Ground		
P/O for CTs, Xfrmr's, Cooling Tower/Condenser/ACC HRSGs and ST		
Begin Pouring of Foundations		
Delivery of HRSG1		
Delivery of HRSG2		
Set ST		
Set CT1		
Set CT2		
Complete Natural Gas Interconnect		
Set Main Transformers		
Backfeed (at Transmission Level)		
First Fire of CT1		
First Fire of CT2		
Synchronization to Grid		
Complete installation of Cooling Towers/ACC		
Completion of Steam Blows		
Roll ST		
Begin Performance Testing		
Substantial Completion		
Final Acceptance		

RFP 2012
PERMITTING AND CONSTRUCTION MILESTONES

Milestone	Date	Bidder to insert Break up Fee
Notice to Proceed		
Secure Property		
Secure Water Rights		
Secure ERCs		
Secure Permits		
Natural Gas Interconnection Agreement		
Complete LGIA with PacifiCorp		
Break Ground		
P/O for CTs, Xfrmr's, Cooling Tower/Condenser/ACC HRSGs and ST		
Begin Pouring of Foundations		
Delivery of HRSG1		
Delivery of HRSG2		
Set ST		
Set CT1		
Set CT2		
Complete Natural Gas Interconnect		
Set Main Transformers		
Backfeed (at Transmission Level)		
First Fire of CT1		
First Fire of CT2		
Synchronization to Grid		
Complete installation of Cooling Towers/ACC		
Completion of Steam Blows		
Roll ST		
Begin Performance Testing		
Substantial Completion		
Final Acceptance		

RFP FORM 2 2012
FORM ---
PERMITTING AND CONSTRUCTION MILESTONES
INTEGRATED GASIFICATION COMBINED CYCLE

General	Bidder to insert Break up Fee
Feasibility Study Complete	
FEED Study complete	
Geotech Report complete	
Major Permit Applications Filed	
Secure Property	
Secure Water Rights	
Major Permits secured	
Natural Gas Interconnection Agreement	
Complete Large Generator Interconnection Agreement	
Full Notice to Proceed	
Site Access Available	
Power Grid (Backfeed) Available	
Natural Gas Available	
Major Equipment Procurement	
Combustion Turbine generators	
Steam Turbine generator	
Main Condenser	
Generator Step-Up & Main Auxiliary Transformers	
Heat Recovery Steam Generators/SCR System/Duct/Stacks	
Gasifiers	
Coal Preparation System	
Air Separation System	
Acid Gas Removal System	
Tail Gas Clean up System	
Digital Control System	
Engineering (Overall)	
Final Process /Equip. Data Sheets Issued	
Piping & Instrument Diagrams Issued for Design	
Major Foundation Design Completed	
Underground Utilities Design	

General	Break up Fee
Fabrication & Delivery of Major Equipment	
Gas Turbine generators	
Steam Turbine generator	
Main Condenser	
Generator Step-Up & Main Auxiliary Transformers	
Heat Recovery Steam Generators/SCR/Stacks	
Gasifiers	
Coal Preparation System	
Air Separation System	
Acid Gas Removal System	
Tail Gas Clean up System	
Digital Control System	
Overall Construction & Installation	
Mobilized	
Break ground	
Begin pouring of piling & foundations	
Major Buildings Complete	
Combustion Turbine 1 set	
Combustion Turbine 2 set	
Heat Recovery Steam Generator 1 erected	
Heat Recovery Steam Generator 2 erected	
Gasification Major Components set	
Steam turbine set	
Critical Piping Installed	
Install Digital Control System	
Main Transformers set	
Mechanically complete	
First Fire of Combustion Turbine 1	
First Fire of Combustion Turbine 2	
First Fire of each Gasifier and associated Air Separation Unit and downstream cleanup	
Cooling Tower Installation Complete	
Startup and Commissioning	
Steam Blows Complete	

Roll Steam Turbine	

~~General~~	~~Break up Fee~~
~~Performance Testing Complete - Natural Gas~~	
~~Performance Testing Complete - Syn Gas~~	
~~Substantial Completion~~	
~~Final Acceptance~~	

RFP FORM 2
PERMITTING AND CONSTRUCTION MILESTONES

Milestone	Date	Bidder to insert Break up Fee	Bidder to insert 1yr Acceleration Fee	Bidder to insert 1 yr Deferral Fee
Notice to Proceed				
Secure Property				
Secure Water Rights				
Secure ERCs				
Secure Permits				
Natural Gas Interconnection Agreement				
Complete LGIA with PacifiCorp				
Break Ground				
P/O for CTs, Xfrmr's, Cooling Tower/Condenser/ACC HRSGs and ST				
Begin Pouring of Foundations				
Delivery of HRSG1				
Delivery of HRSG2				
Set ST				
Set CT1				
Set CT2				
Complete Natural Gas Interconnect				
Set Main Transformers				
Backfeed (at Transmission Level)				
First Fire of CT1				
First Fire of CT2				
Synchronization to Grid				
Complete installation of Cooling Towers/ACC				
Completion of Steam Blows				

Roll ST				
Begin Performance Testing				
Substantial Completion				
Final Acceptance				

RFP FORM 2
PERMITTING AND CONSTRUCTION MILESTONES
INTEGRATED GASIFICATION COMBINED CYCLE

General	Bidder to insert Break up Fee	Bidder to insert 1yr Acceleration Fee	Bidder to insert 1 yr Deferral Fee
Feasibility Study Complete			
FEED Study complete			
Geotech Report complete			
Major Permit Applications Filed			
Secure Property			
Secure Water Rights			
Major Permits secured			
Natural Gas Interconnection Agreement			
Complete Large Generator Interconnection Agreement			
Full Notice to Proceed			
Site Access Available			
Power Grid (Backfeed) Available			
Natural Gas Available			
Major Equipment Procurement			
Combustion Turbine generators			
Steam Turbine generator			
Main Condenser			
Generator Step-Up & Main Auxiliary Transformers			
Heat Recovery Steam Generators/SCR System/Duct/Stacks			
Gasifiers			
Coal Preparation System			
Air Separation System			
Acid Gas Removal System			
Tail Gas Clean up System			
Digital Control System			
Engineering (Overall)			
Final Process /Equip. Data Sheets Issued			
Piping & Instrument Diagrams Issued for Design			

General	Break up Fee	1yr Acceleration Fee	1 yr Deferral Fee
Fabrication & Delivery of Major Equipment			
Major Foundation Design Completed			
Underground Utilities Design			
Gas Turbine generators			
Steam Turbine generator			
Main Condenser			
Generator Step-Up & Main Auxiliary Transformers			
Heat Recovery Steam Generators/SCR/Stacks			
Gasifiers			
Coal Preparation System			
Air Separation System			
Acid Gas Removal System			
Tail Gas Clean up System			
Digital Control System			
Overall Construction & Installation			
Mobilized			
Break ground			
Begin pouring of piling & foundations			
Major Buildings Complete			
Combustion Turbine 1 set			
Combustion Turbine 2 set			
Heat Recovery Steam Generator 1 erected			
Heat Recovery Steam Generator 2 erected			
Gasification Major Components set			
Steam turbine set			
Critical Piping Installed			
Install Digital Control System			
Main Transformers set			
Mechanically complete			
First Fire of Combustion Turbine 1			
First Fire of Combustion Turbine 2			
First Fire of each Gasifier and associated Air Separation Unit and downstream cleanup			
Cooling Tower Installation Complete			

General	Break up Fee	1yr Acceleration Fee	1 yr Deferral Fee
Startup and Commissioning			
Steam Blows Complete			
Roll Steam Turbine			
Performance Testing Complete - Natural Gas			
Performance Testing Complete - Syn-Gas			
Substantial Completion			
Final Acceptance			