
2012 Natural Gas Request for Proposal

**Please provide two hard copies of your proposal and a disk by 5pm (PPT)
June 28, 2012. No emails will be accepted.**

**2012 Natural Gas Request for Proposal
825 NE Multnomah Suite 600
Portland, Oregon 97232**

**If you have any questions please contact Tuba Avcisert at
tuba.avcisert@pacificorp.com**

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SECTION 1. INTRODUCTION

A. Purpose and Scope

PacifiCorp is soliciting proposals from Bidders for the purchase of firm physical and financial natural gas products. PacifiCorp is seeking proposals, which may include separate financing structures, for long-term physical fixed-price gas and/or options, financial swaps and/or options, gas reserves, gas storage, and/or existing or future gas production, and or options. PacifiCorp's primary interest is to procure cost-based long-term fixed-price physical supply and/or financial hedges. PacifiCorp is not interested in purchasing index-priced gas through this solicitation. All index-based products will be considered non-conforming and will be rejected. Bidders do not necessarily have to submit a proposal that contains a delivered product; products may or may not include transportation. PacifiCorp is seeking proposals for terms starting in April 2013 for 4 to 10 years. Each proposal must consist of a minimum 10,000 MMBtu per day offer. Please include any other specific information which may be pertinent to your proposal that PacifiCorp should take into consideration in its evaluation. Bidders are encouraged to provide creative proposals for each product and should consider existing, planned or prospective production as possible solutions.

PacifiCorp will use the following underlying enabling agreements. For financial transactions the ISDA Master Agreement with natural gas and credit support annexes, in form acceptable to PacifiCorp, will be the underlying contract. For physical transactions the NAESB Base Contract with a collateral support annex, in form acceptable to PacifiCorp, will be the underlying contract. If a Bidder does not have an active ISDA Master Agreement or NAESB Base Contract (with a collateral support annex) enabling agreement in place with PacifiCorp, please contact Tuba Avcisert at tuba.avcisert@pacificorp.com to complete the contracting requirements as further outlined in Section 2 of the schedule. To the extent the bidder is providing proposals for reserves and/or existing or future gas production, the Bidder must provide the terms and conditions and pricing.

PacifiCorp has provided an outline of its natural gas plants on both its east and west balancing authority areas below to assist you in preparing your responses to this RFP.

West Side Resources

PacifiCorp owns and operates two natural gas fired generating plants, Hermiston and Chehalis, in Oregon and Washington, respectively. Hermiston is interconnected with Cascade Natural Gas, a local distribution company, which is fed from TransCanada's Gas Transmission Northwest system. Hermiston's natural gas supplies are transported from TransCanada's Alberta and British Columbia systems, which interconnect with Gas Transmission Northwest at Kingsgate, British Columbia. Williams Northwest Pipeline-West and Gas Transmission Northwest are the two U.S. pipelines serving the Pacific Northwest. Williams Northwest Pipeline-West has many delivery points throughout western Oregon and Washington, crossing the major demand centers of Portland and Seattle. Gas Transmission Northwest's delivery points are limited to the eastern half of Oregon and Washington, with southernmost deliveries at Malin, Oregon. Hermiston plant is indirectly connected to Gas Transmission Northwest. Chehalis plant is located within twelve miles of the Jackson Prairie gas storage, and has direct access to the Northwest pipeline through a short 3.8 mile pipeline lateral.

East Side Resources

PacifiCorp owns and operates Currant Creek, Lake Side, and the Gadsby plants on the east side of its system. PacifiCorp holds firm transportation contracts on Kern River Gas Transmission (KRG T), Questar Pipeline Company (QPC), and Questar Gas Company LDC (QGC) to serve its plants. Currant Creek is located near Mona, Juab County south of Salt Lake City. The gas is transported via a 13-mile long dedicated pipeline from

the Questar 104 pipeline near KRGT. Lake Side I, located in Salt Lake City, receives its gas supplies through a lateral pipeline from the point of interconnection of KRGT and QGC. Gadsby Plant is located in Salt Lake City. The gas transportation utilizes the QGC system.

B. Receipt Points

Below are the main natural gas receipt points PacifiCorp is seeking to supply its generation plants. PacifiCorp will consider any point where reliable and economical gas could be delivered to PacifiCorp facilities via existing and potential pipelines.

PacifiCorp will accept proposals for gas reserves, existing and/or future production from any of the major producing basins, including the Uinta, Piceance, Green River, Denver-Julesburg, Powder River and Wind River basins or any other production basin that is reasonably accessible through existing or potential pipeline connections. Any proposal contingent on prospective production or transportation infrastructure should include a specific description of said infrastructure, including detailed cost estimates.

Start Date	Receipt Point	Maximum Daily Volume
April 1, 2013	AECO*	85,000 MMBtu
April 1, 2013	Kingsgate*	85,000 MMBtu
April 1, 2013	Sumas	90,000 MMBtu
April 1, 2013	Kern Receipt/Goshen	90,000 MMBtu
April 1, 2013	Questar Pipeline	80,000 MMBtu
April 1, 2013	Opal	30,000 MMBtu

*Combined Kingsgate and AECO volume not to exceed 85,000 MMBtu per day

SECTION 2. LOGISTICS

A. The proposed schedule is as follows:

The Bidder Workshop will be held on May 24, 2012. Indicative proposals from Bidders are due on June 28, 2012. PacifiCorp will notify those Bidders that will require an ISDA Master Agreement or NAESB Base Contract on July 18, 2012 and provide the credit requirements based on their proposals. PacifiCorp will be pursuing a voluntary pre approval process in Utah which will identify the contract term and pricing which will be filed on August 16, 2012. The voluntary pre approval process may take up to 180 days. PacifiCorp anticipates receiving approval from the Utah Public Service Commission February 11, 2013. If a transaction is executed it will be only done so within the parameters of the approval from the Utah Public Service Commission. Bidders on the initial shortlist will be asked to update pricing and terms with their best and final bids on February 12, 2013. The deadline for final and best bid submission is February 15, 2013. PacifiCorp plans to obtain management approvals and execute contracts on February 15, 2013 consistent with the approval parameters received from the Utah Public Service Commission.

<u>Event</u>	<u>Anticipated Date</u>
Gas RFP issued	May 14, 2012
Bidder Workshop	May 24, 2012
Indicative proposals due	June 28, 2012
Analyze indicative proposals and shortlist	July 12, 2012
Notify those Bidders that will require an ISDA Master Agreement with gas annex or NAESB Base Contract (each with a collateral support annex) or ISDA Agreement and the credit requirements	July 18, 2012
Execute enabling agreements (ISDA Master Agreement with gas annex or NAESB Base Contract (each with a collateral support annex) or ISDA Agreement and the credit requirements)	July 18 - August 3, 2012
File voluntary process in Utah for preapproval of a contract that contains specific terms, conditions and maximum price. Voluntary approval process approval (File +180 days)	August 16, 2012
Receive Contract approval from Utah	February 11, 2013
Notify Bidders of Utah approved Contract terms and conditions. Request best and final bids	February 12, 2013
Bidders provide best and final bids at 8am PPT and hold prices until 10a.m. PPT.	February 15, 2013
Analyze updated best and final proposals from Bidders	February 15, 2013
Management approvals	February 15, 2013
Execute contract(s)	February 15, 2013

B. Effectiveness of Bids

The indicative bid proposal will be evaluated to determine which proposals will be shortlisted. Bidders who are asked to update their best and final bids on February 12, 2013 will do so on February 15, 2013 by 8am PPT. Bidders will only be required to hold prices from 8am PPT to 10 am PPT.

C. Minimum Eligibility Requirements for Bidders

- a) Receipt of proposal prior to response deadline.
- b) Bidder must permit disclosure of information contained in the proposal to PacifiCorp agents, contractors or regulators.

- c) Bidder or a primary sponsor or affiliate of the bidder or bid may not have any current litigation with or threatened litigation against PacifiCorp.
- d) Proposal must clearly specify all pricing terms.
- e) Proposal must not present any unacceptable level of development and technology risk, as determined by PacifiCorp in its sole discretion.

D. Company's Reservation of Rights and Disclaimer

The Company reserves the right, without qualification and in its sole discretion, to reject any or all bids, and to terminate this 2012 Natural Gas RFP in whole or in part at any time. Without limiting the foregoing, the Company reserves the right to reject as nonresponsive any or all bid proposals received. In addition, PacifiCorp may, in its sole and absolute discretion, issue additional subsequent solicitations, conduct due diligence with respect to the qualifications of each bidder, and vary any timetable. The Company further reserves the right without qualification and in its sole discretion to decline to enter into any agreement with any Bidder for any reason, including but not limited to change in regulation or regulatory requirements that impact the Company and/or any collusive bidding or other anticompetitive behavior or conduct.

Bidders who submit bid proposals do so without recourse against the Company, its parent companies, its affiliates and its subsidiaries, or against any director, officer, employee, agent or representative of any of them, for any modification or withdrawal of this 2012 Natural Gas RFP, rejection of any bid proposal, failure to enter into an agreement, or any other reason.

Bids must disclose the real parties in interest. The Company reserves all rights with respect to any attempt to influence PacifiCorp's evaluation outside the 2012 Natural Gas RFP process and any collusive bidding or other anticompetitive conduct.

PacifiCorp may require credit assurances adequate to PacifiCorp in its sole and absolute discretion. Credit assurances may include, without limitation, a guaranty, a letter of credit, or other forms of collateral, in a form, amount and from such entities acceptable to PacifiCorp.

E. Confidentiality

The Company will attempt to maintain the confidentiality of all bids submitted as provided in the Confidentiality Agreement below and pursuant to any Protective Order entered in any regulatory proceeding arising from this RFP.

It is the Bidder's responsibility to clearly indicate in its proposal what information it deems to be confidential. Bidders may not mark their entire proposal as confidential, but must mark specific information on individual pages as confidential, in order to receive confidential treatment for such information.

All information supplied to the Company or generated internally by the Company shall remain the property of the Company. Bidder shall maintain the confidentiality of such information and shall not make it available to any entity before, during or after this 2012 Natural Gas RFP process, unless required by law or regulatory order. The Bidder expressly acknowledges that the Company may retain information submitted by the Bidder in connection with this 2012 Natural Gas RFP.

partnership of two or more firms and the relationship between the firms for this Proposal.

SECTION 4. BIDDER'S CREDIT INFORMATION

Please provide the following information so PacifiCorp can 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 fiscal year end audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.

D. Identify pending legal disputes (describe); if bidder is a new special purpose entity, please provide pending legal disputes involving the primary project sponsors:

E. Please state whether Bidder is or has within the past five years been the debtor or an affiliate of a debtor in any bankruptcy proceeding, and if so, identify such proceeding, with case number:

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?

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.).

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 fiscal year end audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.

E. Pending legal disputes (describe):

F. Please state whether entity providing credit assurances on behalf of the Bidder is or has within the past five years been the debtor or an affiliate of a debtor in any bankruptcy proceeding, and if so, identify such proceeding, with case number.

SECTION 5. AWARDING CONTRACTS

A. Invitation

The 2012 Natural Gas RFP is merely an invitation to make proposals to the Company. No proposal in and of itself is a binding contract. The Company may, in its sole and absolute discretion, perform any one or more of the following:

1. Determine which proposals are eligible for consideration as proposals in response to this 2012 Natural Gas RFP.
2. Issue additional subsequent solicitations for information and conduct investigations with respect to the qualifications of each respondent.
1. Negotiate and respond to Bidders to amend any proposals.
2. Select and enter into agreements with the respondents who, in the Company's sole judgment, are most responsive to the 2012 Natural Gas RFP and whose proposals best satisfy the interest of the Company and its customers, and not necessarily on the basis of any single factor alone.
3. Issue additional subsequent solicitations for proposals.
4. Reject any or all proposals in whole or in part.
5. Vary any timetable.
6. Withdraw any invitation to submit a response.

B. Confidentiality Agreement and Nonreliance Letter

All short-listed parties will be required to sign non-reliance letters (Attachment 1) and Confidentiality Agreements (Attachment 2) prior to entering into negotiations with PacifiCorp.

ATTACHMENT 1

Non Reliance Letter

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

[Date]

[Name]
[Address]

Re: 2012 Natural Gas RFP

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 2012 Natural Gas Request for Proposals (RFP) (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. "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 2012 Natural Gas RFP 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 2012 Natural Gas RFP, 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: _____

ATTACHMENT 2

Confidentiality Agreement

MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2012, by and between PacifiCorp, an Oregon corporation ("PPW"), and _____ (collectively with all its subsidiaries, officers, directors, members, managers, affiliates, employees, agents, accountants and attorneys, "Counterparty"); with reference to the following:

WHEREAS, PPW and Counterparty are discussing a potential transaction relating to _____ (the "Proposed Transaction"), and in connection therewith the parties wish to exchange certain Confidential Information (as hereinafter defined), and require as a condition precedent 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 one party (the "Disclosing Party") to the other (the "Recipient") before or after the date hereof, regardless of the manner furnished, and includes without limitation any of the following that relate to the Proposed Transaction: (i) compilations and analyses prepared by Recipient containing such information, (ii) names of current and potential manufacturers, suppliers, customers and marketing relationships of any Disclosing Party, and (iii) the nature, terms, conditions or other facts respecting any discussions between the parties (including their existence and status). Confidential Information does not include information which at the time of disclosure (i) is generally available to the public (other than as a result of disclosure by Recipient), (ii) was available to Recipient on a nonconfidential basis from a source other than a Disclosing Party not actually known by Recipient to be under a duty of confidentiality to a Disclosing Party, or (iii) independently developed by Recipient without reliance on the Confidential Information. Notwithstanding anything to the contrary herein, in no event will Confidential Information be deemed to include the concept of constructing a power plant, using any specific fuel source, in any specific location.

2. Confidentiality; Disclosure. The Confidential Information will be kept confidential by Recipient and will not be used knowingly for any purpose by Recipient other than for the purpose set forth above. Recipient shall restrict the dissemination of the Confidential Information to its employees who have a need to see it. 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 the Disclosing Party, 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 Disclosing Party with prompt prior written notice so that Disclosing Party 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. Notwithstanding the foregoing, the parties acknowledge that PPW is required by law or regulation to report certain information that could embody Confidential Information from time to time, and may do so from time to time without providing prior notice to Counterparty. Such reports include models, filings, and reports of PPW's net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as

those made on FERC Form 1, Form 12, or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as the North American Electric Reliability Council, Western Electricity Coordinating Council, Pacific Northwest Utility Coordinating Committee, Western Regional Generation Information System, or similar or successor organizations, or similar or successor forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, PPW will from time to time be required to produce Confidential Information, and may do so without prior notice and use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures.

4. No Representation or Warranty. Except specifically to the extent and only to such extent as shall be expressly set forth in an executed and delivered definitive agreement, if any: (a) Disclosing Party makes no representation or warranty as to the accuracy or completeness of any information furnished, and (b) 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 Counterparty is under any obligation, and each party 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 Counterparty. Until PPW and Counterparty enter into a definitive agreement, no contract or agreement or other investment or relationship shall be deemed to exist between them 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. Disclosing Party 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 it at law or in equity. No failure or delay by a party 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. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**

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. The term of this Agreement is two years from the date hereof. 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 Mutual Confidentiality Agreement as of the date first written above.

PACIFICORP
an Oregon corporation

a _____

By: _____
Its: _____

By: _____
Its: _____

ATTACHMENT 3

Product, Pricing, and Term

PacifiCorp
2012 Natural Gas Request for Proposals
Fixed-Price Physical Bid Form

Bidder Name _____

Bid No.	Term		Pipeline	Receipt Point	Volume MMBtu/day	Price \$/MMBtu	Shapeable product unless otherwise indicated	Comments
	Start Date	End Date						
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

 Bidder's Authorized Representative

 Telephone

PacifiCorp
2012 Natural Gas Request for Proposals
Physical Option Bid Form

Bidder Name _____

Bid No.	Term		Pipeline	Receipt Point	Volume MMBtu/day	Price \$/MMBtu	Premium \$/Mmbtu	Strike price	Exercise Procedure Comments
	Start Date	End Date							
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

 Bidder's Authorized Representative

 Telephone

 Date

PacifiCorp
2012 Natural Gas Request for Proposals
Financial Call Option Bid Form

Bidder Name _____

Bid No.	Term		Exchange Name	Volume MMBtu/d	Strike Price \$/MMBtu	Premium \$/MMBtu	Strike Price	Exercise Style Comments
	Start Date	Expiration Date						
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

 Bidder's Authorized Representative

 Telephone

 Date

PacifiCorp
2012 Natural Gas Request for Proposals
Financial Zero-Premium Collar Bid Form

Bidder Name _____

Bid No.	Term		Volume MMBtu/d	Price		Comments
	Start Date	Expiration Date		Floor \$/MMBtu	Cap \$/MMBtu	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

 Bidder's Authorized Representative

 Telephone

 Date

PacifiCorp
2012 Natural Gas Request for Proposals
Financial Swap Bid Form

Bidder Name _____

Bid No.	Term		Settlement Index	Volume MMBtu/d	Price \$/MMBtu	Comments
	Start Date	Expiration Date				
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

 Bidder's Authorized Representative

 Telephone

 Date