

2022

All Source Request for Proposals (RFP)

FOR PEAK CAPACITY AND ENERGY RESOURCES

Zycus Sourcing Event #1312683354

RFP Issued: December 30, 2021

Revised: January 29, 2022

REP Response: March 10, 2022 | 4:00 p.m. Mountain Time

Idaho Power Company

P.O. Box 70

Boise, ID USA 83707

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1. Disclaimer

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

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

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

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

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

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

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

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

2. Purpose

2.1. BACKGROUND

IDACORP, Inc. is a holding company formed in 1998. Comprised of regulated and non-regulated businesses, its origins lie with Idaho Power, a regulated electric utility that began operations in 1916. Today, IPC is the largest regulated electric utility in the state of Idaho and IDACORP's chief subsidiary. IPC serves over 600,000 residential, business, agricultural, and industrial customers. The company's service area covers approximately 24,000 square miles, including portions of eastern Oregon. Learn more about Idaho Power at idahopower.com.

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

IPC's service territory continues to experience customer growth and increasing demand (load) for electricity. IPC anticipates sustained load growth that will require the procurement of new resources to meet peak summer demand to maintain system reliability. Additionally, Idaho Power is interested in the procurement of potential economic energy resources, as detailed in the company's 2021 *Integrated Resource Plan* (IRP) results, to supplement the company's existing portfolio of resources. The addition of new resources is critical to ensure IPC can continue to reliably meet the growing pressures on its electrical system and serve its customers. The 2021 IRP is the basis for the resource requests in this solicitation.

2.2. THE SOLICITATION

IPC is issuing this RFP to solicit formal proposals from Respondents for electric energy and capacity delivered from electric resources that employ certain qualifying technologies under certain ownership arrangements (Products) to help meet IPC's identified capacity needs of 85 megawatts (MW) in 2024 and an incremental 125 MW in 2025. The eligible types of Products are described further in Section 3 of this RFP. Details on the proposal submission process and the proposal evaluation process are also described further in this RFP.

Evaluation of proposals will be performed by a special team of IPC staff and retained consultants with relevant subject matter expertise (Evaluation Team). Proposals may be submitted by a separate team of IPC staff and retained consultants (Internal Team). The Evaluation Team will treat the Internal Team as a Respondent. Any proposal from the Internal Team will be subject by the Evaluation Team to the same requirements, evaluation methodology, and other standards specified in this RFP for a proposal from any Respondent. Furthermore, the Evaluation Team and the Internal Team must comply with IPC's Separation of Functions Protocol to ensure the Evaluation Team functions independently from the Internal team, does not provide access to any non-public information or undue preference to the Internal Team, and provides the Internal Team and Respondents equal access to non-public information related to the competitive bidding process for new generation resource procurement.

The process of issuing and responding to this RFP, evaluation and selection of proposals, and the negotiation and approval of the agreement(s) is known as the solicitation (Solicitation). Respondents who are interested in participating in the Solicitation and submitting a proposal must first register via the third-party solicitation

portal, Zycus, further described in Section 2.5 of this RFP. This RFP sets forth the terms and conditions by which IPC will perform the Solicitation. Respondent agrees to be bound by all the terms, conditions, and other provisions of this RFP and any addenda to it that may be issued by IPC. This RFP governs the Solicitation and supersedes any other written or oral form of communication between Respondents and IPC concerning the Solicitation.

2.3. REGULATORY CONTEXT

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

2.4. CONFIDENTIALITY

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

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

2.5. SOLICITATION PORTAL AND RESTRICTION ON COMMUNICATIONS

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

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

The web link to the Portal hosted by Zycus is: zycus.com

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

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

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

Questions regarding the Portal should be directed to:

Idaho Power Company

Request for Resource Team

resourceNOI@idahopower.com

2.6. SCHEDULE

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

Table 1 – Key Milestones for the Solicitation

Milestone	Date
Portal opened for interested party registration and communication	December 30, 2021
RFP and other Solicitation documents posted to the Portal	December 30, 2021
Pre-Bid Presentation Recording posted to the Portal	January 20, 2022
Deadline for Submittal of Questions, after which IPC may not respond	February 10, 2022 by 4 p.m. Mountain Time
Deadline for Proposal Submittal – Portal closed to further posting by Respondents, evaluation begins	March 10, 2022 by 4 p.m. Mountain Time
Threshold and Eligibility Screening Completed	March 31, 2022
Initial Shortlist Completed	April 21, 2022
IRP Modeling and Contract Negotiations with Initial Shortlist	April 22, 2022 – June 1, 2022
Final Shortlist Selected	June 3, 2022
Complete Final Contract Negotiations	June 30, 2022

This schedule and documents associated with the Solicitation are subject to change at IPC's sole discretion at any time and for any reason. IPC will endeavor to notify Respondents of any changes to the Solicitation but shall not be liable for any costs or liability incurred by Respondents or any other party due to a change or for failing to provide notice or acceptable notice of any change. Respondents should factor this schedule and any changes thereto into their project development timelines and proposals.

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

2.7. PRE-BID PRESENTATION AND RECORDING

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

3. Product Specifications

A proposal must demonstrate that the specifications stated in this section are satisfied.

3.1. ELIGIBLE PRODUCTS

The Products eligible to be proposed in response to the RFP are presented in the below *Key Product Specification Tables*.

Key Product Specification Tables:

Table 2 – Renewable Energy Products

Product	1	2	3	4	5	6	7	8	9
Resource Type	Solar PV			Wind			Geothermal		
Product Type	Power Purchase Agreement (PPA)		Asset Purchase	PPA		Asset Purchase	PPA		Asset Purchase
Ownership Structure	Respondent		IPC	Respondent		IPC	Respondent		IPC
Term	20-34, 35 years, IPC Asset Purchase	35 years	n/a	20-34, 35 years, IPC Asset Purchase	35 years	n/a	20-34, 35 years, IPC Asset Purchase	35 years	n/a
First Delivery	On or before 6/1/2024 (for 85 MW 2024 deficit), or 6/1/2025 (for 125 MW 2025 deficit)								
Resource Status	Existing or proposed new in late-stage development with pending or executed Large Generation Interconnection Application (LGIA)/ Small Generation Interconnection Application (SGIA)								
Design Life	35 years minimum								
Capacity	Minimum 100 MW ac nameplate or minimum 40 MW ac capacity after application of effective load carrying capability (ELCC) factor ¹								
Interconnection	IPC Transmission System or transmission system of adjacent host utility								
Delivery Point	Within the boundary of the IPC Balancing Authority (BA) Area, or outside with all necessary transmission rights to the BA								
Storage Duration	n/a								
Storage Cycles	n/a								
Other	A Proposal for a 20-34 year PPA must include pricing for each of the alternatives shown under Term section of this Table 2. A resource of less than the specified capacity minimums that offers unique benefits may be proposed								

¹ Refer to Exhibit N for ELCC factors

Table 3 – Storage Products

Product	10	11	12	13	14	15	16	17	18	19
Resource Type	Battery Energy Storage (BESS)	Solar + BESS			Wind + BESS			Long Duration Storage		
Product Type	Asset Purchase	Asset Purchase	Solar PPA 20-34 Years + BESS Asset Purchase	Solar PPA 35 Years + BESS Asset Purchase	Asset Purchase	Wind PPA 20-34 years + BESS Asset Purchase	Wind PPA 35 years + BESS Asset Purchase	PPA		Asset Purchase
Ownership Structure	IPC	IPC	Solar: Respondent BESS: IPC	Solar: Respondent BESS: IPC	IPC	Wind: Respondent Storage: IPC	Wind: Respondent Storage: IPC	Respondent		IPC
Term	n/a	n/a	20-34 years, 35 years, IPC Asset Purchase	35 years	n/a	20-34 years, 35 years, IPC Asset Purchase	35 years	20-34 years, 35 years, IPC Asset Purchase	35 years	n/a
First Delivery	On or before 6/1/2024 (for 85 MW 2024 deficit), or 6/1/2025 (for 125 MW 2025 deficit)									
Resource Status	Existing or proposed new in late-stage development with pending or executed LGIA/SGIA									
Design Life	35 years									
Capacity	Minimum 40 MW ac capacity after application of ELCC factor ¹									
Interconnection	IPC Transmission System or transmission system of adjacent host utility									
Delivery Point	Within the boundary of the IPC Balancing Authority (BA) Area, or outside with all necessary transmission rights to the BA									
Storage Duration	4+ hours							6+ hours		
Storage Cycles	1+ cycles per day									
Other		A proposal for a 20-34 year PPA must include pricing for each of the alternatives show under the Term section of this Table 3. Storage combined with a renewable must be chargeable from the grid by IPC after expiration of the tax benefit recapture period, if applicable. A solar or wind resource of less than the specified capacity minimums that offers unique benefits may be proposed.								

¹ Refer to Exhibit N for ELCC factors

Table 4 – Other Products

Product	20	21	22	23
Resource Type	Gas-fired Convertible to Hydrogen			Demand Response
Product Type	PPA		Asset Purchase	Program
Ownership Structure	Respondent		IPC	Respondent
Term	20-34 years, 35 years, IPC Asset Purchase	35 years	n/a	5 year maximum
First Delivery	On or before 6/1/2024 (for 85 MW 2024 deficit), or 6/1/2025 (for 125 MW 2025 deficit)			
Resource Status	Existing or proposed new in late-stage development with pending or executed LGIA/SGIA			n/a
Design Life	50 years			n/a
Capacity	Minimum 40 MW ac capacity after application of ELCC factor			Minimum 5 MW ac delivered after applications of ELCC factor
Interconnection	IPC Transmission System or Transmission System of adjacent host utility			n/a
Delivery Point	Within the boundary of the IPC Balancing Authority (BA) Area, or outside with all necessary transmission rights to the BA			n/a
Storage Duration	n/a			
Storage Cycles	n/a			
Other	<p>A Proposal for a 20-34 year PPA must include pricing for each of the alternatives shown under Term section of this Table 4. Conversion must be achievable within 10 years and costs must be accounted for in submittal.</p>			<p>Must meet cost effectiveness test based on utility cost test (UCT). Capacity must be dispatchable based on day ahead notification minimum with preference for shorter notice dispatch (e.g. 10 minute to 1 hour ahead)</p> <p>New programs must be differentiated from existing programs and exclude existing IPC demand response participants (not overlap) or provide details of how the new program would complement existing IPC programs.</p> <p>New programs must demonstrate how marketing and customer participation will not be detrimental or cause undue confusion to IPC customers.</p> <p>Respondents must have a demonstrated record of program success.</p>

3.2. DELIVERY AND RESOURCE STATUS

Preference will be given to proposals with proof of generator interconnection status and the ability to deliver such proof as a pending or executed Generation Interconnection Agreement (LGIA or SGIA), progress or status of the interconnection study, and/or understanding of contingent queue projects that may hinder deliverability.

3.3. OWNERSHIP AND AGREEMENT TYPES

As a vertically integrated utility with an obligation to provide safe, reliable electric service, IPC will carefully consider any additional quantitative and qualitative benefits associated with resources proposed under an IPC ownership mechanism, under which ownership of the resource is transferred to IPC upon achieving commercial operation, or occurring later, at some subsequent date.

3.4. ADDITIONAL PRODUCT SPECIFICATIONS

IPC may also accept other Products that meet the ownership and electrical functionality criteria outlined in the Key Product Specification Tables identified in Section 3.1 of this RFP. Respondents who propose a Product not specifically identified in the Key Product Specification Tables must provide applicable information, specifications, terms, etc. for evaluation purposes. Products that are not eligible include, but are not limited to; non-electrical energy or capacity (e.g., thermal energy storage without conversion to electric energy), renewable energy credits without the associated energy (Unbundled Renewable Energy Credits [RECs]), and financial instruments used to mitigate variable cost exposure without associated energy or capacity (Financial Firming).

Respondents whose proposals include Solar Photovoltaic (PV) and/or Wind technologies are encouraged to configure the Solar PV and/or Wind resources to maximize energy delivery during hours most valuable to IPC.

Information concerning the hours most valuable to IPC is provided in [EXHIBIT D – Information on Most Valuable Hours](#) attached hereto. Respondents are also advised to review the (ELCC) factors that IPC has forecasted consistent with the 2021 IRP for various resource types, [Exhibit N – Effective Load Carrying Capability Factors](#) to this RFP. These ELCCs are provided for information purposes only. IPC will use project-specific data to determine project-specific ELCCs to discount the capacity proposed by the Respondent during the quantitative evaluation process described in this RFP. The ELCC factors will not impact the actual prices that would be paid to a Respondent if and when IPC enters an agreement with the Respondent to purchase the proposed Product.

Respondents are directed to [EXHIBIT E – Standard Terms and Conditions](#) and [Exhibit F – Power Purchase Agreement](#) for more detailed information concerning the key terms and conditions to be incorporated into Respondent's agreement structure. IPC encourages the submission of proposals that use applicable tax credits in the most efficient manner to reduce the project's overall cost. Any structure needed to effectively utilize tax credits and subsidies should be included in the Proposal.

Respondents are also directed to [EXHIBIT M – Draft Form Letter of Credit](#) for reference. In such case that the Respondent is successful, Respondent shall be responsible for furnishing a letter of credit in a format substantially similar to these forms included in this RFP. These forms shall be subject to review and acceptance by IPC in its reasonable discretion. Respondent shall deliver the required letter of credit no later than 30 days following any such notice of award of the Project.

4. Electric Interconnection

4.1. COST ESTIMATING

Respondent is responsible for understanding the electric transmission interconnection processes of IPC or other transmission providers, considering the durations and costs of those processes in its proposals, and successfully executing those processes to achieve coordination with IPC and delivery of the proposed Products to IPC on or before the dates identified in its proposed schedule for the resource. A proposal must demonstrate that all incremental costs to deliver energy from the resource to IPC's load have been contemplated as described below. The Respondent must include all costs pursuant to an existing or future Generator Interconnection Agreement (GIA) that will allow the resource to be designated as a Network Resource.

Electric interconnection facilities consist of multiple components as defined below.

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

Voltage	TPIF Estimated Cost (2021 \$ 000s)
69 kilovolts (kV)	\$1,500
138 kV	\$2,000
Voltage	TPIF Estimated Cost (2021 \$ 000s)
230 kV	\$2,500
345 kV	\$3,000

Station Network Upgrades (SNU) in a GIA are either new switchyards or additions to existing switchyards or substations that are built to interconnect the generator to IPC's transmission system. SNUs become a component of the integrated IPC transmission system and are incorporated into IPC tariffs according to the Open Access Transmission Tariff (OATT). Respondents are required to provide cost estimates of SNUs. Respondents must submit resource-specific cost estimates of SNU's as a part of their proposal and consider the cost of SNU in the pricing. If costs are not available from an interconnection study then Respondent should estimate costs and provide rationale to substantiate the cost estimate.

- c) Delivery Network Upgrades (DNU) in a GIA are upgrades to IPC's transmission network that will be required for individual resources and groups of resources. These upgrades will be incorporated into IPC's transmission tariffs according to the OATT. Respondents must submit resource-specific cost estimates of DNUs as part of their proposal and consider the cost of DNU in the pricing. If costs are not available from an interconnection study then Respondent should estimate costs and provide rationale to substantiate the cost estimate.

If a Respondent has an active interconnection request, the Respondent must provide the interconnection request identifier(s) (the "queue position") associated with its resource in its proposal. If the resource identified in the proposal was in the queue but has since withdrawn, the Respondent should provide that queue position even though it is no longer active.

Respondent must provide proposal-specific SNUs and DNUs and associated costs or estimate the SNUs and DNUs if unavailable from the Transmission Provider. Proposals involving existing generation resources from which IPC currently purchases capacity and energy will not be burdened during proposal evaluation with any incremental electric interconnection or network delivery costs provided that IPC currently has sufficient transmission and distribution capacity to deliver the proposed energy to its load. Existing generation resources that IPC determines to have inadequate transmission capacity to deliver will be burdened with the estimated cost of purchasing additional transmission rights and/or SNUs and DNUs.

4.2. INTERCONNECTION STUDIES

The Transmission Provider function within IPC, separate and apart from the RFP evaluation team, performs studies for (LGIA) requests (over 20 MW) and (SGIA) requests (under 20 MW). The studies are performed to determine the feasibility, cost, time to construct, and injection capability for the interconnection of an electric generating resource. Information concerning generator interconnection

can be found at IPC's website ¹ including information on PURPA Qualifying Facility (QF) Interconnections, Non-PURPA QF Interconnections, and Facility Connection Requirements. IPC posts the results of these studies on its OASIS website.²

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

For Respondents that submit a generation interconnection request or transmission service request pursuant to IPC's OATT intending to receive interconnection or transmission service cost estimates for purposes of responding to this RFP, Respondents are advised that there may not be sufficient time to have studies performed and completed prior to proposal evaluation.

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

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

For Final Shortlist resources IPC requires that it will be declared a Network Resource of IPC. The cost of any network transmission service on IPC's system for a resource that is ultimately contracted and achieves commercial operation will be funded according to the OATT.

Regardless of resource ownership, Respondents must provide satisfactory proof that all ICIF, TPIF, SNU, and DNU facilities can be complete and delivery of the proposed Products to IPC on or before the dates identified in its proposed schedule for the resource.

¹ www.idahopower.com/about-us/doing-business-with-us/generator-interconnection/ ² www.oasis.oati.com/ipco/.

5. Additional Requirements

5.1. DATA AND CYBER SECURITY

A proposal must comply with the expectations of the Office of Electricity with regard to Presidential Executive Order 14017 (E.O. 14017) issued February 24, 2021, titled *America's Supply Chains and Notice of Request for Information (RFI) on Ensuring the Continued Security of the United States Critical Electric Infrastructure* Frequently Asked Questions, which (among other things) expect utilities to act in a way that minimizes the risk of installing electric equipment and programmable components that are subject to foreign adversaries' ownership, control, or influence.

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

5.2. PURCHASING RESTRICTIONS/PROHIBITED TECHNOLOGY

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

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

5.3. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS PROGRAM

IPC is committed to the implementation of a Small and Disadvantaged Business Program. It is the intent of IPC that small business concerns and small businesses owned and controlled by socially and economically disadvantaged individuals have the opportunity to participate in the performance of contracts awarded by IPC. Consequently, we request that you indicate your eligibility as a small

business based upon the regulations in Title 13, Code of Federal Regulations, Part 121. If in doubt, consult the Small Business Administration Office in your area.

6. Proposal Format and Submittal

6.1. SUBMISSION OF PROPOSALS

A proposal is considered the aggregate of the information uploaded by a Respondent, and subsequently entered directly into the cells of the spreadsheet titled “Proposal Entry Form” located in the Portal (Information).

Respondent is responsible for uploading the Proposal Entry Form back to the Portal, with all and other written documents required by the Proposal Entry Form and this RFP. The Portal is designed to accept the majority of the Information as data entered in the Proposal Entry Form, with data entry restricted to only certain eligible types and values. The purpose is to ensure Information is entered consistently across all Respondents and proposals such that IPC can consistently, fairly, and quickly organize the Information and evaluate the proposals and minimize the amount of written (e.g., PDF, DOC) documents that IPC must review and interpret.

Respondents are strongly advised to carefully review [Exhibit E – Standard Terms and Conditions](#) and [Exhibit F – Power Purchase Agreement](#) and the Technical Specifications ([Exhibit G – BESS Technical Specification](#), [Exhibit H – Solar Technical Specification](#), and [Exhibit I – Wind Technical Specification](#), [Exhibit J – Gas-Fired Convertible to Hydrogen Technical Specification](#)) relevant to their proposed products prior to uploading information to the Portal. If and when a Respondent is selected for negotiation of an agreement, IPC will utilize the Information submitted to populate the relevant portions of the agreements for that Respondent. Respondents should upload information with the understanding that it will ultimately result in binding contract terms.

6.2. BID FEES

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

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

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

incremental Evaluation Fee or to revise its proposal to comply with IPC's requirements for a single proposal.

A Respondent that has its proposal selected for the Final Shortlist and is invited to begin negotiation of an agreement may be required to submit an additional fee in an amount equal to \$1/kW of proposed resource capacity (a Supplemental Fee) to IPC prior to commencement of negotiations. For example, a proposal for a resource with a proposed capacity of 80 MW would pay a Supplemental Fee of \$80,000 (e.g., 80 MW Project

* \$1/kW = \$80,000). The purpose of the Supplemental Fee is to ensure good faith submissions and negotiations by the Respondent and to offset the costs that IPC will incur while reviewing proposals and negotiating an agreement.

The Evaluation Fee and Supplemental Fee may be refunded by IPC at its sole discretion.

6.3. PROPOSAL NAMING

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

6.4. PROPOSAL WRITTEN DOCUMENTS

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

6.5. PROPOSAL SUBMISSION REQUIREMENTS

Exhibits to this RFP summarize the Information that must be uploaded by Respondents to the Portal. These include [EXHIBIT A – Information for Qualitative Evaluation](#) and [EXHIBIT B – Information for Quantitative Evaluation](#) attached hereto.

Respondents are directed to the [Proposal Entry Form](#) within the Portal to ensure Respondent responds to, and completes all the requested information applicable for Respondents proposed technology. Respondents will ensure the specific type and level of detail requested in the Proposal Entry Form is provided, complete, and accurate.

Respondent must fill out all applicable fields on all four sheets of the [Proposal Entry Form in the order of:](#)

1. Respondent Information;
2. Commercial;

3. Technical; and
4. Pricing.

Respondents are directed to the Proposal Entry Form within the Portal for further instructions.

Incomplete Proposal Entry Forms will be considered non-conforming and may be rejected.

6.6. FIRM PROPOSAL

Each proposal shall be firm, not subject to price escalation, and binding for one hundred eighty (180) days from the date the proposals are due under this RFP. Proposed pricing shall include Operating and Maintenance (O&M), Long-Term Services Agreement (LTSA), and warranty costs for the proposed terms. Respondent shall ensure all pricing information is complete and accurately entered in to the “4. Pricing” tab of the Proposal Entry Form located in the Portal. Incomplete pricing information will be considered irregular and may be rejected.

6.7. TAXES

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

6.8. INSURANCE

The insurance requirements that must be met by Respondent are summarized below. This summary is provided for information only and is subject to revision. If a conflict arises between this summary and any executed agreement between Respondent and IPC, the executed agreement shall govern.

At its sole cost and expense, Respondent shall maintain (and cause each of its agents, independent contractors, and Subcontractors at any tier performing any services on the project to maintain) at least the following insurance:

- Workers’ Compensation Insurance with limits of not less than those required by applicable statutes.
- Employer’s Liability Insurance. When permitted by law, the insurance policies required shall contain waivers of the insurer’s subrogation rights against IPC. Respondent shall reimburse IPC for any costs (including self-insured tax audit assessments) incurred in the event Respondent maintains an uninsured status within the State of Idaho.
- Business Automobile Liability Insurance.
- Commercial General Liability Insurance applicable to all premises and operations, including without limitation: (i) bodily injury, (ii) property damage, (iii) contractual liability coverage covering its obligations of indemnity and defense, (iv) products and completed operations, (v) independent contractors, and (vi) personal and advertising injury. Such insurance shall provide for occurrence-based coverage and shall have such other terms, conditions, and endorsements of coverage as are deemed prudent by IPC from time to time.

- Professional Liability Insurance or Errors and Omissions Insurance, including without limitation, coverage for claims of financial loss due to error, act, or omission of Respondent or Respondents employees, officers, equity owners, subcontractors at any tier, or agents. Professional Liability Insurance shall be maintained for a minimum of two-years beyond the date of expiration of the executed agreement or the agreement is otherwise terminated.
- IP (Intellectual Property/Patent) Insurance covering infringement of copyrights, trademarks, and patents, and misappropriation of trade secrets.
- Fidelity Insurance naming IPC as Loss Payee, for losses arising out of, or in connection with, any fraudulent or dishonest acts, including without limitation computer fraud, committed by Respondent or Respondent's employees, officers, equity owners, Subcontractors at any tier, or agents, acting alone or with others, including losses of property and funds in their care, custody, or control.
- Contractor's Pollution Liability Insurance. Respondent, and Respondent subcontractors or their respective agents or employees are performing services under an executed agreement with environmental hazards maintains a "Claims Made" policy under this such insurance or its replacement insurance shall have a retroactive date of no later than the effective date of the agreement. Such insurance policy or its replacement policy shall provide either a minimum of two-years extended reporting period coverage after completion of all services, or a period equal to the maximum time under the State of Idaho statute of limitations existing on the effective date for potential claims under such insurance, whichever is longer. The policy must also provide the following:
 - o Coverage for defense, reimbursement, and indemnity obligations assumed by Respondent under the executed agreement related to claims, damages, liabilities, losses, demands, expenses, suits, judgments, penalties, fines and costs, including without limitation, investigative costs, settlement costs, court costs at all levels, and attorneys' and expert witness fees and expenses;
 - o Coverage for any demands for environmental cleanup costs related to Respondents services under the executed agreement;
 - o Coverage for the presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water (Pollution Conditions) emanating from or affecting any location, whether or not owned, leased, occupied or otherwise controlled by IPC, to the extent such Pollution Conditions are caused by Respondent, its employees, and agents;
 - o Coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and medical monitoring;
 - o Coverage for physical injury to, or destruction of tangible property of, parties other than the insured including the resulting loss of use and diminution in value thereof; loss of use, but not diminution in value, of tangible property of

- parties other than that belonging to the insured that has not been physically injured or destroyed;
- o Coverage for transportation and non-owned disposal site (with no sunset clause/restricted coverage term) (if applicable);
- o Property damage to include natural resources damage; and
- o No exclusions for asbestos, lead paint, silica or mold/fungus.

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

- Cyber Liability, Network Security, Data Breach Protection and/or Similar Privacy Liability Insurance. In the event that Respondent will have access to any restricted information of IPC, its clients, customers, employees, prospective employees, or other third parties, whether protected or not by any local, statutory, federal or other governing legislation(s) or regulation(s), Respondent shall maintain cyber liability, network liability, data breach or similar privacy liability insurance covering actual and/or alleged acts, errors or omissions committed by Respondent, its employees, contractors or agents. For purposes of this RFP, "Restricted Information" means any confidential or personal information that is protected by law or policy and that requires the highest level of access control and security protection, whether in storage or in transit, including without limitation, personal identity information (PII), protected health information (PHI), electronic protected health information (ePHI) protected by Federal Health Insurance Portability and Accountability Act (HIPAA) legislation, credit card data regulated by the Payment Card Industry (PCI), passport numbers, passwords providing access to restricted data or resources, information relating to an ongoing criminal investigation, court-ordered settlement agreements requiring non-disclosure, information specifically identified by contract as restricted, and other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high. Such insurance shall expressly provide coverage for the following perils up to the full limit of coverage with no sublimit:
 - o Unauthorized use/access of a computer system or database;
 - o Defense of any regulatory or governmental action involving a breach of privacy or similar rights;
 - o Failure to protect from disclosure Restricted Information;
 - o Notification and remedial action costs (such as credit monitoring) in the event of an actual or perceived computer security or privacy breach; and
 - o Denial of electronic access, electronic infection, and electronic information damage, whether or not required by law.

Such insurance shall extend to cover damages arising out of any actual or alleged act(s), error(s) or omission(s) of any individual when acting under Respondent's supervision, direction, or control. Such

insurance shall provide coverage on a worldwide basis. Respondent and its insurer(s) shall waive rights of recovery against IPC for any benefits under Respondents cyber-risk, data breach protection or similar privacy liability insurance.

- Cargo and Property Insurance. If Respondent, Subcontractor at any tier, or their respective agents or employees are transporting and/or storing IPC materials or equipment, Contractor shall provide Cargo Insurance and/or Property Insurance (as applicable) covering physical loss or damage, naming IPC as Loss Payee, arising out of, or in connection with, any loss associated with transportation or storage of IPC equipment or material while in the care, custody, or control of Contractor (or its Subcontractors at all tiers). The declared value of the Cargo and/or Property Insurance shall be based on the replacement value of the property in question.

Insurance required shall be primary and non-contributory and:

- Be issued on a U.S. policy by one or more carriers acceptable to IPC and licensed to do business in the state where services are rendered;
- Except as to Workers' Compensation Insurance, Employer Liability Insurance, and Professional Liability Insurance, name IPC as an additional insured or loss payees, as its interests may appear;
- Not be able to be canceled or materially changed unless IPC is given written notice of such cancellation or change at least thirty (30) days in advance;
- Provide for severability of interests;
- Waive all right of subrogation against additional insureds and IPC, its members, officers, employees, agents, and the successors in interest of the foregoing; and
- Shall not be limited to "ongoing" operations. Respondent shall pay for all deductibles.

If approved in advance by IPC in writing, Respondent may use a combination of Umbrella/Excess and Primary limits of insurance to provide coverage up to the required amount. Upon execution of an agreement, Contractor shall provide IPC with a certificate of insurance indicating all coverages required hereunder, and copies of all policies if requested by IPC.

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

6.9. FINANCIAL AND CREDIT INFORMATION

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

6.10. STANDARD TERMS AND CONDITIONS AND POWER PURCHASE AGREEMENT

Respondents must provide IPC with their definitive agreement, complete with applicable terms and conditions, exhibits, schedules, attachments, and any other supplemental documents proposed as part of Respondents submittal into this RFP, and for IPC's review.

Accordingly, IPC is providing Respondents a list of standard terms and conditions and power purchase agreement that IPC is requesting to be incorporated as part of Respondents proposal (Exhibit E – Standard Terms and Conditions and Exhibit F – Power Purchase Agreement). Respondents must provide proposals and pricing consistent and compliant with [EXHIBIT E – Standard Terms and Conditions](#) and [Exhibit F – Power Purchase Agreement](#) for the proposed Product and resource type. To the extent that the validity of a Respondent's proposal and/or the Respondent's ability to execute an agreement is contingent upon material changes to the language in [EXHIBIT E – Standard Terms and Conditions](#) or [Exhibit F – Power Purchase Agreement](#), the Respondent should specifically identify the terms they propose to change in the form of a redline markup to Exhibit E and Exhibit F, and submit the redline with its proposal. To the extent that a Respondent wishes to propose changes to Exhibit E or Exhibit F that, if accepted by IPC, would reduce the Respondent's proposed pricing the proposal should specifically identify in the redline such changes and the associated price reduction.

Respondents proposing to sell existing generation facilities must propose in the redline changes to Exhibit E and Exhibit F (as applicable) of this RFP for the proposed resource type reflecting the terms and conditions on which their proposal is based. The proposed changes must be specific and include a detailed explanation and supporting rationale for each. General comments, drafting notes and footnotes such as "parties to discuss" will be disregarded and not negotiated. Exceptions to the [EXHIBIT E – Standard Terms and Conditions](#) and [Exhibit F – Power Purchase Agreement](#) requested by a Respondent will be reviewed as part of IPC's qualitative (and quantitative as applicable) evaluation of the proposal. Proposals which do not include redlines to Exhibit E and Exhibit F, shall be deemed by IPC as accepting IPC's Exhibit E- Standard Terms and Conditions and Exhibit F – Power Purchase Agreement in their current form as included in this RFP.

6.11. EXCEPTIONS TO THE TECHNICAL SPECIFICATIONS

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

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

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

6.12. EXCEPTIONS TO THE DRAFT FORM LETTER OF CREDIT

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

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

6.13. CLARIFICATION OF PROPOSALS

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

6.14. ADDENDA TO RFP

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

7. Proposal Evaluation, Negotiation and Approval

7.1. EVALUATION PROCESS

The overall proposal evaluation process will consist of initial screens and subsequent qualitative and quantitative evaluation and ranking processes.

The evaluation process begins with an initial screening to identify and remove from further evaluation proposals that are incomplete or do not comply with the basic requirements of the Solicitation (Threshold Screen). Examples of situations where a proposal may fail the Threshold Screen include, but are not limited to, 1) the proposed Product is not compliant with the Product definitions, 2) a substantial number of data fields in the Proposal Entry Form are incomplete, 3) key Information necessary to complete a comprehensive evaluation has not been uploaded.

Proposals that pass the Threshold Screen will be further screened to remove those that would result in high costs to IPC relative to proposals for the same or similar Product (Initial Cost Screen). The purpose is to reduce the number of proposals to a number that can be subsequently evaluated within the staff and time constraints of the Evaluation Team. The screening will be based on the forecast levelized cost of energy (LCOE) and levelized cost of capacity (LCOC) calculated from the price, energy, capacity, efficiency, degradation, length of term and other information quoted in the Proposal and certain other common assumptions made by IPC.

Proposals that pass the Initial Cost Screen will then enter detailed qualitative and quantitative evaluation processes that are performed in parallel.

For the quantitative evaluation, information entered in the proposal entry form for each of the quantitative factors identified in the form will be entered into a production cost simulation software tool and other costing tools to forecast the capital and operating cost impacts of the proposal to IPC over a future term. The capacity benefit of a proposal will be based on resource-specific (ELCC) values, taking into account the resource location, generation shape, characteristics of the resource and availability. Results from the simulation will be summarized on a net present value basis, then the proposals will be ranked from highest to lowest net benefits.

For the qualitative evaluation, information entered in the proposal entry form for each of the qualitative factors identified in the form will be evaluated by one or more subject matter experts from the Evaluation Team. There are numerous qualitative factors which fall under the general categories of Project Feasibility, Project Capability, Counterparty Profile and Community Stewardship. The evaluator will give a qualitative rating to each response, which will then be scaled to a numeric value, which will then be weighted to result in an overall numeric score for the factor. The score for each factor will then be summed resulting in an overall numeric qualitative score for the proposal. The proposals will then be ranked from highest to lowest qualitative score.

Results of the quantitative and qualitative evaluation processes will then be brought together. The quantitative rankings will be the primary determinant of which proposals are best. However,

the qualitative rankings will be examined and may be used to change the quantitative ranking. For example, if Proposal A has a slightly higher quantitative score than Proposal B, but a significantly lower qualitative score than Proposal B, then proposal B may be re-ranked above proposal A in the quantitative ranking. The highest ranked proposals will then be advanced to shortlisting. During the shortlisting phase, IPC may request shortlist interviews to obtain additional information about each shortlisted proposal, and may perform additional production cost simulation of the shortlisted proposals alone or in combination, to select one or more (or no) proposals for negotiation of an agreement.

7.2. ADDITIONAL RIGHTS

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

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

7.3. ACCEPTANCE AND REJECTION OF PROPOSALS

IPC is under no obligation to award an agreement after analysis and evaluation of the proposals. IPC reserves the right to reject any and all proposals, to waive minor formalities and irregularities, and to evaluate the proposals to determine which, in IPC's sole judgment, represents the best value for the Products requested.

7.4. AGREEMENT NEGOTIATIONS

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

7.5. EXCLUSIVITY

If and when a proposal is selected for the Final Shortlist, from that date through the date of execution by both Parties of an agreement, the Respondent and/or its affiliates shall not execute an agreement

with any other party for the sale of the proposed Product(s) such that the Respondent would no longer be able to timely provide the Products proposed in the proposal.

7.6. PUBLICITY

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

7.7. COMMISSION APPROVAL

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

7.8. ENTIRE RFP

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

EXHIBIT A – Information for Qualitative Evaluation

Respondents are directed to the Proposal Entry Form located in the Portal for the detailed information that must be uploaded to the Portal by Respondents for purposes of the qualitative evaluation. The required information differs among the product types. Respondents are directed to the Portal to review all of the specific information related to specific product type(s) and reference the level of detail that must be provided for each product type.

EXHIBIT B – Information for Quantitative Evaluation

Respondents are directed to the Proposal Entry Form located in the Portal for the detailed information that must be uploaded to the Portal by Respondents for purposes of the quantitative evaluation. The required information differs among the product types. Respondents are directed to the Portal to review all of the specific information related to specific product type(s) and reference the level of detail that must be provided for each product type.

EXHIBIT C – Information on Preferred Locations

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

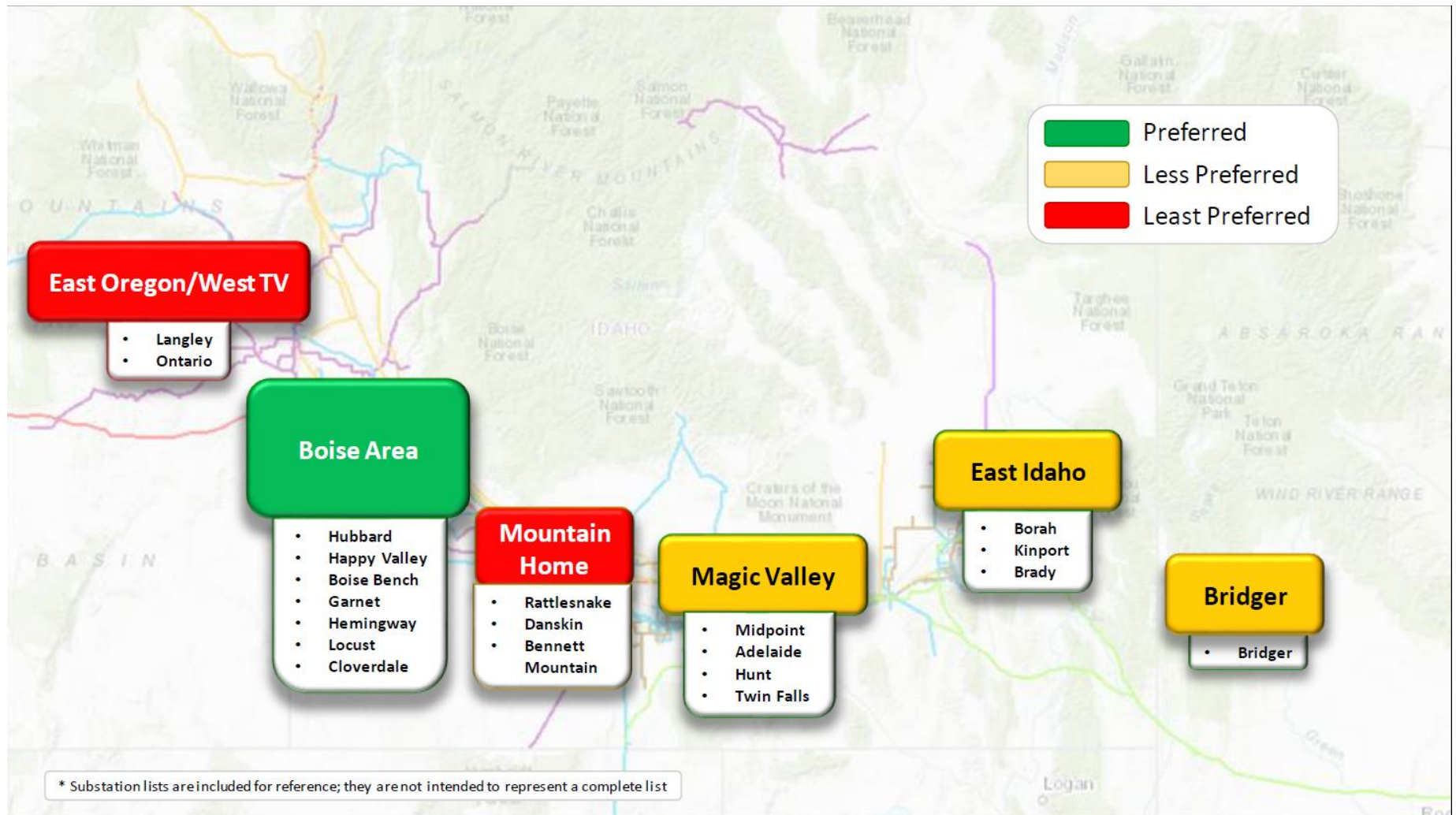


EXHIBIT D – Information on Most Valuable Hours

The following table illustrates the hours during which capacity and energy are most valuable to IPC for a typical day in each month for the years 2024 and 2025. Proposals that can help meet IPC’s capacity needs during critical hours while reducing surpluses off-peak will benefit in IPC’s analysis. This is provided for information only. Respondents are directed to the Portal for the most recent version of this information. In the case of conflict between this information and the information provided in the Portal, the form provided in the Portal shall govern.

Most Valuable Hours

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

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


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

EXHIBIT E – Standard Terms and Conditions

Respondents are directed to the Portal for the Standard Terms and Conditions that must be redlined and uploaded to the Portal.

Exhibit F – Power Purchase Agreement

Respondents are directed to the Portal for Power Purchase Agreement that must be redlined and uploaded to the Portal.

EXHIBIT G – BESS Technical Specifications

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

EXHIBIT H – Solar Technical Specifications

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

EXHIBIT I – Wind Technical Specifications

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

EXHIBIT J – Gas-Fired Convertible to Hydrogen Specifications

Respondents are directed to the Portal for the Gas-fired Convertible to Hydrogen Technical Specifications that must be met for a Gas-fired Convertible to Hydrogen resource offered for IPC ownership.

EXHIBIT K – Mutual Non-Disclosure Agreement

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

EXHIBIT L - Counterparty Financial Questionnaire

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

EXHIBIT M – Draft Form Letter of Credit

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

EXHIBIT N – Effective Load Carrying Capability Factors

The following table summarizes effective load carrying capability (ELCC) factors that IPC has forecasted consistent with the 2021 IRP¹ for various resource types². These are provided as indicative information only, and IPC will utilize project-specific data to determine project specific ELCCs as part of the evaluation processes described in this RFP. The ELCC factors will not impact the actual prices that would be paid to a Respondent if and when IPC enters an agreement with the Respondent to purchase a proposed Product. This is provided for information only. Respondents are directed to the Portal for the most recent version of this information. In the case of conflict between this information and the information provided in the Portal, the form provided in the Portal shall govern.

Name	ELCC
Solar PV	10.20%
Wind	11.15%
Demand Response	TBD - Program Specific
Storage - 4-Hour Li Battery	87.50%
Geothermal	95.00%
Storage - 8-Hour Li Battery	97.00%
Solar PV + 4-Hour Li Battery (1:1)	97.00%
Natural Gas - Reciprocating Gas Engine	95.00%
Natural Gas - Combined Cycle Combustion Turbine (CCCT)	95.00%
Small Modular Nuclear Reactor	100.00%
Storage - Pumped Hydro (assumed 12-hr+ duration)	100.00%
Natural Gas - Simple Cycle Combustion Turbine (SCCT)	95.00%
Natural Gas - Aeroderivative	95.00%

¹ Idaho Power continues to analyze near-term resource specific ELCC's for use in the RFP evaluation and may vary from the table which are provided as reference only.

² Wind+Storage ELCC - Due to the variability of wind projects based on location, hub height, turbine diameter, etc., Wind+Storage projects will be modeled based on project proposal specifics to determine the applicable ELCC.

EXHIBIT O – Bid Fee Submittal

Respondents are directed to the Portal for instructions specific to the submittal of the Evaluation Fee to submitted as part of a proposal

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