

APPENDIX Q

2021 Demand Response RFP – Requirements for Demand-side Bids

[COMPRISED OF SEPARATE ATTACHMENTS]

The 2021 Demand Response RFP was issued on February 21, 2021 and included the following Exhibit and Appendices, which have been incorporated into the 2022AS RFP and will be used to receive and evaluate demand-side bids:

Appendix Q-1	Professional Services Contract
Appendix Q-1.01	Contract Exhibit A - Scope of Work and 2021 Demand Response RFP
Appendix Q-1.02	Contract Exhibit B - Pricing and Performance Template
Appendix Q-1.03	Contract Appendix B - Demand Side Tech Requirements
Appendix Q-1.04	Contract Exhibit C - Form of Acceptable Letter of Credit
Appendix Q-1.05	Contract Exhibit D - Form of Purchase Order
Appendix Q-1.06	Contract Exhibit E - Statutory Form of Lien and Claim Release California Work
Appendix Q-1.07	Contract Exhibit F - Contractor Health Safety and Environmental Requirements
Appendix Q-1.08	Contract Exhibit G - Expense Report Requirements for PacifiCorp Contractors
Appendix Q-1.09	Contract Exhibit H - Diversity Subcontractor Spend Report
Appendix Q-1.10	Contract Exhibit I - Prohibited Vendors
Appendix Q-1.11	Contract Appendix 1 Contractor Vendor Information Form

Demand-side resource bidders shall provide a redline or issues/exceptions list to the **Appendix Q Professional Services Contract** as well as the **Appendix Q-1.01 Scope of Work and 2021 Demand Response RFP**.

Demand-side bidders shall complete the **Appendix Q-1.02 Pricing and Performance Table** excel workbook. In addition to the requirements contained in **Appendix Q – Appendix Q-1.11**, all demand-side resource bidders are required to provide, as applicable:

- Appendix A-1 Interconnection Studies and Agreements¹
- Appendix G-1 Confidentiality Agreement
- Appendix L Non-Price Scoring Matrix

All demand-side bidders are also requested to provide:

- Appendix B-1 Executed Notice of Intent to Bid and Appendix B-1.1 NOI Excel Spreadsheet
- Appendix J PacifiCorp Transmission Waiver, as applicable
- Appendix P Equity Questionnaire

¹ Complete as applicable to capture additional information, pricing, etc. specific to demand-side distributed resource bids

APPENDIX Q-1.00

2021 DR RFP – Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

[[CONTRACT NUMBER]]

BETWEEN

[[NAME (PRIMARY FIRST PARTY)]]

AND

[[NAME (PRIMARY SECOND PARTY)]]

FOR

[[GENERAL DESCRIPTION OF GOODS AND/OR SERVICES]]

THIS DRAFT DOES NOT CONSTITUTE A BINDING OFFER AND SHALL NOT FORM THE BASIS FOR AN AGREEMENT BY ESTOPPEL OR OTHERWISE. [[NAME (PRIMARY FIRST PARTY)]] RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THIS DRAFT AT ANY TIME. ANY ACTIONS TAKEN BY A PARTY IN RELIANCE ON THE TERMS SET FORTH IN THIS DRAFT OR ON STATEMENTS MADE DURING NEGOTIATIONS PURSUANT TO THIS DRAFT SHALL BE AT THAT PARTY'S OWN RISK. UNTIL [[NAME (PRIMARY FIRST PARTY)]] HAS COMPLETED ITS DUE DILIGENCE AND THIS AGREEMENT IS NEGOTIATED, APPROVED BY MANAGEMENT, EXECUTED AND DELIVERED, NO PARTY SHALL HAVE ANY LEGAL OBLIGATIONS, EXPRESSED OR IMPLIED, OR ARISING IN ANY OTHER MANNER UNDER THIS DRAFT OR IN THE COURSE OF ANY NEGOTIATIONS.

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- EXHIBIT H, DIVERSITY SUBCONTRACTOR SPEND REPORT

EXHIBIT I, PROHIBITED VENDORS AND VENDOR REGIONS

PROFESSIONAL SERVICES CONTRACT

[[CONTRACT NUMBER]]

BETWEEN

[[NAME (PRIMARY FIRST PARTY)]]

AND

[[NAME (PRIMARY SECOND PARTY)]]

FOR

[[GENERAL DESCRIPTION OF GOODS AND/OR SERVICES]]

PARTIES

The Parties to this Professional Services Contract (“Contract”) are **[[NAME (PRIMARY FIRST PARTY)]]** (hereinafter “Company”), whose address is **[[Street Line 1 (Primary First Party)]]**, **[[City/Town (Primary First Party)]]**, **[[State/Province (Primary First Party)]]** **[[Postal Code (Primary First Party)]]**, and **[[NAME (PRIMARY SECOND PARTY)]]** (hereinafter “Consultant”), whose address is **[[Street Line 1 (Primary Second Party)]]**, **[[City/Town (Primary Second Party)]]**, **[[State/Province (Primary Second Party)]]** **[[Postal Code (Primary Second Party)]]**. Company and Consultant are hereinafter sometimes collectively referred to as “Parties” and individually as a “Party,” as the context may require.

ARTICLE 1. DEFINITIONS

BES Cyber System Information (BCSI) shall mean information concerning CIPS Covered Assets that: (i) relates to the production, generation or transmission of energy; (ii) could be useful to a person planning an attack on critical infrastructure; and (iii) provides strategic information beyond the geographic location of the critical asset, and which is identified as BCSI by Company.

CIPS Covered Assets shall mean any assets identified by Company as “BES assets,” “BES cyber assets,” “BES cyber systems,” “protected cyber assets,” “electronic access control or monitoring systems,” “electronic access points,” or, “physical access control systems,” as those terms are defined in the North American Electric Reliability Corporation (NERC) Glossary of Terms. “BES” refers to the “Bulk Electric System” as defined by NERC.

Company’s Facilities shall mean any facilities owned, operated or otherwise controlled by Company which require Company authorization to obtain access.

Confidential Information shall mean: (i) proprietary information of Company; (ii) information marked or designated by Company as confidential; (iii) BES Cyber System Information of Company; (iv) information, whether or not in written form and whether or not designated as confidential, which is known to Consultant as being treated by Company as confidential; (v) information provided to Company that Company is obligated to keep confidential (including but not limited to information that identifies an individual or customer of Company, such as customer account numbers, customer addresses, customer energy usage information, credit or bank account numbers, social security numbers, passport or driver’s license numbers, whether or not such information is publicly available); and (vi) information developed by Consultant in connection with the performance of this Contract.

Cyber Assets shall mean programmable electronic devices, including the hardware, software, and data in those devices.

Data shall mean any and all data, information, formulae, algorithms, or other content that Company or its Personnel create, generate or modify (i) using the Software, (ii) that is hosted by Contractor or (iii) that is stored on Company’s systems and that is accessible by Contractor. Data also includes user identification information and metadata which may contain the foregoing data or from which the foregoing data may be ascertainable.

Deliverables shall mean those items to be developed and delivered by Consultant as set forth in the Scope of Work including those items that are incidental to or otherwise delivered in connection with the performance of the Services or the fulfillment of Consultant’s obligations as provided in the Contract Documents, including without limitation, as applicable, Software, work product, drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, models, samples, equipment and other materials.

E-Verify shall mean the web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS).

Force Majeure Event shall mean a delay caused by any national or general strikes (but excluding strikes relating solely to the work force of Company, Consultant or a Subcontractor), fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Contract was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the Party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the Party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, general economic conditions, changes in the costs of goods, or other items sufficiently in advance to ensure that the Services are timely completed in accordance with the Contract Documents.

Material Adverse Change or **MAC** shall mean, with respect to Consultant, if Consultant, in the reasonable opinion of Company, has experienced a material adverse change in Consultant's financial condition or Consultant's ability to fulfill its obligations under this Contract, including, but not limited to, any such change that results in its inability to satisfy the CREDIT REQUIREMENTS article or the SECURITY article, including any event or circumstance that would give Company the right to terminate for cause pursuant to the TERMINATION FOR CAUSE article.

Material(s) shall mean all products, equipment, materials, goods, parts, associated hardware, documentation, spare parts, data packages, software and associated incidental services to be delivered or provided to Company, by Consultant, under the Contract Documents.

Net Replacement Costs shall mean the "cost to cover" remedy available to Company in the event of a default by Consultant under this Contract. The Net Replacement Costs shall be: (i) the incremental costs incurred by Company to complete the Work itself or through use of a replacement consultant; plus (ii) a sum for additional managerial, administrative, and other reasonable costs Company incurs as a result of Consultant's default.

Notice shall mean a formal written communication which, pursuant to the Contract, one Party must deliver to the other in order to invoke a Contract right set forth herein.

PacifiCorp Marks shall mean the products, Programs, Services, or this Agreement, including the names, trademarks, and other indicia of source of Berkshire Hathaway Energy Company, its Affiliates or employees.

Personnel shall mean the employees of Consultant or any of its agents, Subcontractors, or independent contractors who are employed to perform Work under this Contract.

Scope of Work shall be detailed in this Contract, including all exhibits hereto and all standards, specifications, criteria and other requirements which are incorporated by reference.

Security Breach shall mean any act or omission that compromises either the security, confidentiality, or integrity of Company's Confidential Information, Data, systems and facilities or Company's physical, technical, administrative or organizational safeguards and controls relating to the protection of Company's Confidential Information, Data, systems, and facilities.

Security Incident shall mean any circumstance when (i) Consultant knows or reasonably believes that the confidentiality, integrity, or availability of any Company Information has been adversely impacted, including but not limited to, incidents where Company Information has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (ii) Consultant knows or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to Company by Consultant or the physical, technical, administrative, or organizational safeguards protecting Consultant's systems or Company's systems holding Company Information; or (iii) Consultant receives any complaint, notice, or communication which relates directly or indirectly to (A) Consultant's handling of Company Information or Consultant's compliance with the data safeguards in this Agreement or applicable law in connection with Company Information or (B) the cybersecurity of the products or services provided to Company by Consultant.

Sensitive Personnel shall mean all Personnel with authorized unescorted physical access or cyber access to

Company's CIPS Covered Assets.

Service(s) shall mean any labor, skill, or advice provided to Company pursuant to this Contract.

Subcontractor shall mean any entity or person (including subcontractors at any tier) having an agreement with Consultant or any other Subcontractor to perform a portion of Consultant's obligations under this Contract.

Tier One Consultant shall mean any Consultant or Subcontractor whose services could have a safety, operational or technical impact or risk on or to the operations of the electrical and/or gas systems, including access to control centers, worksites, warehouses, field offices or any third-party site, which conducting business under a contractual agreement to Company.

Tier Two Consultant shall mean any Consultant or Subcontractor whose services would have no safety, operational or technical impact or risk on or to the operations of the electrical and/or gas systems operations, technically or administratively, and whose employees would have no access or only supervised access to any work site.

Unescorted Personnel shall mean all Personnel with authorized unescorted physical access to Company's Facilities.

Work shall mean all obligations, duties, requirements, and responsibilities for the successful completion of the Contract by Consultant, including furnishing of all Services, Deliverables and incidental materials and equipment in accordance with the terms and conditions set forth in the Contract.

Work Site shall mean the location or locations on Company's premises where the Work is to be performed.

Workers' Compensation Laws shall mean the statutory requirements of the state and/or federal regulations (e.g., FELA, USL&H, Jones Act) where the Work is to be performed.

ARTICLE 2. DESCRIPTION OF WORK

Consultant shall perform the Services or Work in accordance with the Contract Documents. Consultant shall be solely responsible for the means, methods, and procedures of performing the Services, except as otherwise specifically provided in the Contract Documents. Except as otherwise specifically provided in the Contract Documents, Consultant shall provide and obtain all necessary licenses, permits, permissions, utilities and support services.

ARTICLE 3. PERIOD OF PERFORMANCE

Time is of the essence. Consultant shall commence performance upon execution of this Contract by Company and shall complete the Work not later than [[End Date]]. Unless earlier terminated as provided herein, this Contract shall continue in effect until final completion of all Work set forth herein; provided, however, that all warranties, indemnities, insurance requirements, confidentiality obligations, or other obligations which by their own terms are intended to survive the completion of the Work shall continue in full force and effect after such date.

ARTICLE 4. CONSIDERATION AND PAYMENT

As full consideration for the satisfactory performance of Consultant's obligations under this Contract, Company will pay Consultant in accordance with Exhibit B.

Consultant shall invoice Company on a monthly basis, and shall submit each invoice to the Company designated representative. All invoices shall include each employee's name and skill classification responsible for Work under said invoice, hours worked on the project (billable hours), hourly rate, and a subtotal cost by skill classification. Consultant shall not bill Company for a higher skill classification than is required for the Work. Consultant shall furnish reasonable backup detail supporting each invoice including, without limitation, receipts supporting expenses that are reimbursed pursuant to the TRAVEL article. Consultant shall identify and clearly set forth on the invoice any discount for early payment.

Company will pay all undisputed invoice amounts within ninety (90) calendar days of receipt of a proper invoice and Company's acceptance of the Work. Payment shall be contingent upon Consultant's satisfactory compliance with the invoicing requirements.

Company may offset any such payment to reflect amounts owing from Consultant to Company or its subsidiaries pursuant to this Contract. In addition, Company may withhold all payments otherwise due Consultant until such time as Consultant has provided any Default Security required by this Contract.

Upon request by Company, Consultant shall also provide lien and claim releases executed by Consultant, its Subcontractors and their suppliers through the date of each invoice submitted.

ARTICLE 5. TAXES

The consideration stated in the Contract Documents will include all taxes arising out of Consultant's performance hereunder, including without limitation state and local sales and use taxes, federal taxes, value-added taxes, import and customs duties, payroll taxes, income taxes and other taxes, fees and assessments relating to the performance of the Work. It is the Consultant's responsibility to be familiar with all applicable taxes and to comply with all laws, ordinances, regulations and other requirements related thereto. Consultant shall timely administer and pay all taxes and timely furnish to the appropriate taxing authorities all required information and reports in connection with such taxes. To the extent that Company is defined to be the final consumer with respect to any Contract (or portion thereof) under applicable state tax laws, Consultant shall state the portion of the Contract price that is attributable to the resulting taxes in a separate, itemized and easily identifiable manner on the Consultant invoice or application for payment. Consultant shall also provide to Company such additional information reasonably requested by Company to confirm that the correct amount of such sales and use taxes, and other applicable taxes, will be paid in connection with the Contract.

ARTICLE 6. TRAVEL

If required for the Work, pre-approved expenses for travel and related expenses will be reimbursed at Consultant's cost to the extent that such expenses are supported by original receipts or invoices and are in accordance with Company's travel policy attached hereto as Exhibit G. Such expenses will be invoiced as separate line items on any applicable invoice.

ARTICLE 7. ACCOUNTING AND AUDITING

Consultant shall keep accurate and complete accounting records in support of any cost-based billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right at any reasonable time or times to examine, audit, and copy the records, vouchers, and other source documents which relate to any claim for compensation other than pricing elements which are fixed in amount by this Contract. Such documents shall be available for examination, audit and reproduction for three (3) years after completion or termination of this Contract.

Consultant shall assist Company with preparing necessary audit material and will allow Company to review any work papers prepared by independent auditors as allowed by professional standards.

Audit findings by Company's representative will be considered to be final and conclusive for the period audited. Any over collections shall be returned to Company within thirty (30) calendar days from date of Notice of overcharge.

ARTICLE 8. CREDIT REQUIREMENTS

Consultant shall meet the requirements of either clause (i) or clause (ii) below: **(i)** Consultant maintains a senior unsecured debt rating from Standard & Poor's of BBB- or better; or **(ii)** if Consultant does not maintain a satisfactory debt rating, Consultant meets ALL of the following credit standards: a) tangible net worth ten (10) times the projected maximum liability of Consultant under this Contract; b) no change in the condition of its earnings, net worth, or working capital over the last twenty-four (24) months, which would reasonably be anticipated to impair Consultant's ability to meet its obligations under this Contract; and c) Consultant is not in default under any of its other agreements and is current on all of its financial obligations.

If requested by Company, Consultant shall within thirty (30) calendar days provide Company with copies of its most recent annual and quarterly financial statements prepared in accordance with generally accepted accounting principles.

ARTICLE 9. SECURITY

In the event Consultant is unable to satisfy the credit requirements set forth in the CREDIT REQUIREMENTS article at any time during the performance of the Work, or if Consultant experiences a Material Adverse Change at any time during such performance, then Consultant shall provide Company with security against defaults by Consultant under this Contract in such form and amount as may be reasonably required by Company ("Default Security"), and pursuant to such additional agreements or instruments as may be reasonably required by Company, including but not limited to letters of credit, third party guaranties, escrow accounts, labor and material payment bonds and/or performance bonds. Company may at any time, at its own discretion or pursuant to a request

by Consultant, recalculate the amount of Default Security required pursuant to this Article, in which case Company shall increase or decrease the existing amount of Default Security, as appropriate. At no time shall the amount of Default Security to which Company is entitled pursuant to this Article be less than Company's Net Replacement Costs.

The terms of any letter of credit required by Company shall conform to the attached Exhibit C, as well as the requirements of this Contract and be issued by a bank acceptable to Company. The letter of credit shall provide for payment to Company of the letter of credit stated amount if Consultant defaults under the terms of this Contract. Company shall have the right to call the entire amount of the letter of credit if Consultant has not renewed the letter of credit thirty (30) calendar days prior to its expiration.

Consultant's expenses of complying with additional Default Security obligations as set forth in this Article shall be borne by Consultant.

ARTICLE 10. WITHHOLDING PAYMENT

Company may, without limiting any other rights or remedies Company may have, withhold from payments amounts which reflect the reasonable cost to repair or replace non-conforming or defective Work or the value of any claim which Company has against Consultant under the Contract. Company may also retain from any payment sufficient funds to discharge any delinquent accounts of Consultant for which liens on Company's property have been or can be filed, and Company may at any time pay therefrom for Consultant's account such amounts as are, in the reasonable opinion of Company, due thereon, including any sums due under any federal or state law.

ARTICLE 11. DESIGNATED REPRESENTATIVES AND NOTICES

Prior to the commencement of the Work, each Party shall designate a representative authorized to act on its respective behalf and shall advise the other Party in writing of the name, address and telephone number of such designated representative, and shall inform the other Party of any subsequent change in such designation. All communications relating to the day-to-day activities under this Contract shall be exchanged between such designated representatives through any agreed form of communication.

Any formal Notice required to be delivered in writing under the terms of this Contract shall be delivered to the representative of the other Party as designated below. All formal written Notices shall be: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. The Parties' addresses for purposes of Notice shall be as set forth below:

If to Company: _____ [[Name (Primary First Party)]] _____ _____ Attention: _____ Email: _____ Telephone: _____	If to Consultant: _____ [[Name (Primary Second Party)]] _____ _____ Attention: _____ Email: _____ Telephone: _____
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Either Party may change the name or address of the designated recipient of Notices by delivery of a Notice of such change as provided for in this Article.

Requested changes to Consultant's banking information must be independently verified with Consultant and may take up to 60 days to process. Company shall continue to use Consultant's previous banking information during the verification period unless an exception is approved by Company's Chief Financial Officer or designee. Company shall not be liable for late fees or interest on any late or missed payments due to Consultant's requested changes that could not be reasonably verified by Company. Changes to Consultant information will be confirmed by Company with the following Consultant staff:

Consultant Treasurer:

Name: _____

Title: _____

Address: _____

Telephone: _____

Consultant Website: _____

Consultant Senior Manager:

Name: _____

Title: _____

Address: _____

Telephone: _____

Consultant Senior Manager:

Name: _____

Title: _____

Address: _____

Telephone: _____

ARTICLE 12. EXAMINATION OF WORK AND PROGRESS REPORTS

Consultant shall submit periodic progress reports as requested by Company. Company, its agents or representatives may visit Consultant’s office at any reasonable time to determine the status of ongoing Work required by this Contract.

All Work will be subject to examination at any reasonable time or times by Company, which shall have the right to reject unsatisfactory Work. Neither examination of Work nor the lack of same nor acceptance of the Work by Company nor payment therefor shall relieve Consultant from any of its obligations under this Contract.

ARTICLE 13. PROFESSIONAL RESPONSIBILITY

Consultant shall perform the Work in accordance with the Scope of Work and using the standards of care, skill, and diligence normally provided by a professional in the performance of similar Services, and shall comply with all laws, codes and standards applicable to the Work.

In the event of Consultant’s failure to do so, Consultant shall, upon Notice by Company, promptly reperform the Work and correct the defect at Consultant’s sole cost. Consultant’s obligation to correct and reperform its Work shall be in addition to, and not in lieu of, any other right that Company may have.

ARTICLE 14. CHANGES

Company may at any time in writing direct changes and/or additions within the general scope of this Contract or direct the omission of or variation in Work. If any such direction results in a material change in the amount or character of the Work, an equitable adjustment in the Contract price and/or other such provisions of this Contract as may be affected shall be made and this Contract shall be modified in writing accordingly. Any claim by Consultant for an adjustment under this Article shall be processed in accordance with the provisions of the CLAIM NOTICE AND RESOLUTION PROCEDURE article.

No change shall be binding upon Company until a change order is executed by an authorized representative of Company which expressly states that it constitutes a change order to this Contract. The issuance of information, advice, approvals, or instructions by anyone other than the authorized Company representative shall not constitute an authorized change order pursuant to this Article.

ARTICLE 15. INSURANCE

Without limiting any liabilities or any other obligations of Consultant, Consultant shall, prior to commencing Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better such insurance as will protect Consultant from liability and claims for injuries and damages which may arise out of or result from Consultant's operations under the Contract and for which Consultant may be legally liable, whether such operations are by Consultant or a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Consultant shall insure the risks associated with the Work and this Contract with minimum coverages and limits as set forth below:

Workers' Compensation. Consultant shall comply with all applicable workers' compensation laws and shall furnish proof thereof satisfactory to Company prior to commencing Work. If Work is to be performed in Washington or Wyoming, Consultant will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap (employer's liability) endorsement. Coverage should also provide applicable federal regulations (including, without limitation, FELA, USL&H and the Jones Act).

Employers' Liability. Consultant shall maintain employers' liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

Commercial General Liability. Consultant shall maintain commercial general liability insurance on the most recently approved ISO policy form, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (on a per location and/or per job basis) and shall include without sublimit, the following coverages:

- a. Premises and operations coverage
- b. No independent contractor's exclusion
- c. Blanket contractual liability
- d. Products and completed operations coverage through the statute of limitations or statute of repose, whichever is longer, and including any tolling extension of each state
- e. No exclusion for explosion, collapse, and underground property damage
- f. Broad form property damage liability
- g. Personal and advertising injury liability, with the contractual exclusion removed
- h. Sudden and accidental pollution liability, if actions under the scope of the work can result in a pollution event
- i. No subsidence or earth movement exclusion
- j. Liability arising from wildfire
- k. Operations on or adjacent to a railroad or railroad right of way, as applicable

Business Automobile Liability. Consultant shall maintain business automobile liability insurance on the most recently approved ISO policy form, or its equivalent, with a minimum single limit of \$1,000,000 each accident for bodily injury and property damage including sudden and accidental pollution liability, with respect to Consultant's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Work.

Umbrella or Excess Liability. Consultant shall maintain umbrella or excess liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in employers' liability insurance, commercial general liability insurance and business automobile liability insurance above. Consultant shall provide Notice to Company, if at any time the full umbrella limit required under this Contract is not available, and will purchase additional limits, if requested by Company.

Consultant's Professional and Protective Indemnity Liability. If the Consultant provides professional services such as advisory, architectural, engineering, environmental, design and survey services, Consultant shall maintain contractor's professional and protective indemnity liability insurance with a minimum limit of \$5,000,000 per claim and \$5,000,000 project aggregate. Coverage shall include all claims associated with professional services rendered by or on behalf of lead contractor.

Network Security & Privacy Liability. If the Work or Services under the Contract involves the rendering of IT services including, but not limited to: software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connections to

systems, technology or network(s); or if Consultant in any way collects, obtains, maintains or in any way accesses or uses Confidential Information, then Consultant, and its Subcontractors shall maintain Network Security & Privacy Liability coverage, including Professional Errors & Omissions, throughout the term of this Contract and for a period of two (2) years thereafter, with a minimum required limit of \$5,000,000 Each Claim.

Professional Liability. Consultant shall maintain professional liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Consultant in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Consultant shall maintain this policy for a minimum of two (2) years after completion of the Work or shall arrange for a two (2) year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of Work or Services under this Contract and caused by any error, omission for which the Consultant is held liable.

Consultant's Pollution Liability. If the Work or Services can cause pollution, Consultant shall maintain contractor's pollution liability insurance on the most recently approved ISO policy form, or its functional equivalent, with a minimum limit of \$3,000,000 per occurrence and \$6,000,000 annual aggregate.

Company does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Consultant, and Consultant shall be solely responsible for any deficiencies thereof.

Except for workers' compensation and professional liability insurance, the policies required herein shall include provisions or endorsements naming Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, servants and insurers as additional insureds or loss payees, as applicable to specific insurance coverage. The commercial general liability additional insured endorsement shall be ISO Form CG 20 10 or its equivalent, including additional insured coverage for both on-going and completed operations, and containing no language limiting the coverage to the minimum amount required by a written agreement.

To the extent of Consultant's negligent acts or omissions, all policies required by this Contract shall include: (i) provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company (including self-insurance) is excess and not contributory insurance with the insurance required hereunder; and (ii) provisions that the policy contain a cross liability or severability of interest clause or endorsement in the commercial general liability and automobile liability coverage. Unless prohibited by applicable law, all required insurance policies (except professional liability) shall contain provisions that the insurer will have no right of recovery or subrogation against Company, its parent, divisions, affiliates, subsidiary companies, co-lessees or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all of the above-referenced entities evidenced by waiver of subrogation wording.

Consultant is solely responsible for any deductibles or self-insured retentions associated with all policies required by this Contract. Deductibles or self-insured retentions shall not exceed One Hundred Thousand Dollars (\$100,000) without prior written approval of Company.

A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of Work by Consultant. Should a loss arise during the term of the Contract that may give rise to a claim against Consultant and/or Company as an additional insured, Consultant shall deliver to Company (or cause to be delivered to Company) certified copies of such insurance policies. Consultant shall not cancel or reduce limits of liability without (i) ten (10) calendar days prior written Notice to Company if canceled for nonpayment of premium; or (ii) thirty (30) calendar days prior written Notice to Company if canceled for any other reason. Lack of notification shall be considered a material breach of this Contract.

Consultant shall require Subcontractors who perform Work at the Work Site to carry liability insurance (auto, commercial general liability and excess), contractor's pollution liability, contractor's professional and protective indemnity liability, and workers' compensation/employer's liability insurance commensurate with their respective scopes of work. Subcontractors shall be contractually required to include Company as an additional insured for ongoing and completed operations with regards to liability insurance (auto, commercial general liability and excess), and shall provide waivers of subrogation with regards to all policies required herein. Consultant shall remain responsible for any claims, lawsuits, losses and expenses, including defense costs that exceed any of its Subcontractors' insurance limits or for uninsured claims or losses.

Should Consultant or its Subcontractors fail to provide or maintain any of the insurance coverage referred to in this Contract, Company shall have the right, but not the obligation, to provide or maintain such coverage, or coverage affording equivalent protection, at Consultant's sole expense, either by direct charge or set-off.

ARTICLE 16. INDEMNIFICATION

To the fullest extent permitted by law, Consultant specifically and expressly agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of the acts, errors or omissions of Consultant, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Consultant's obligations under this Contract or in any way related to this Contract. The indemnity obligations under this Article shall include without limitation:

- a. Loss of or damage to any property of Company, Consultant or any third party;
- b. Bodily injury to, or death of any person(s), including without limitation employees of Company, or of Consultant or its Subcontractors of any tier; and
- c. Claims arising out of workers' compensation, unemployment compensation, or similar such laws or obligations applicable to employees of Consultant or its Subcontractors of any tier.

Consultant's indemnity obligations owing to Indemnitees under this Article are not limited by any applicable insurance coverage identified in the INSURANCE article. Consultant's indemnity obligation under this Article shall not extend to any liability caused by the sole negligence of any of the Indemnitees.

For Work performed in the States of Oregon and Washington, Consultant's indemnity obligations under this Article shall extend only to liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Consultant, or the fault of Consultant's agents, representatives or Subcontractors.

To the extent applicable, Consultant specifically and expressly waives any immunity under either Industrial Insurance, Title 51, RCW, or Workers' Compensation Law, Chapter 656, ORS, and acknowledges that this waiver was mutually negotiated by the Parties herein.

The invalidity, in whole or in part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraphs in this Article.

ARTICLE 17. CHANGES IN PERSONNEL

Prior to: (i) changing or replacing any "key" Personnel, as identified in this Contract or in Consultant's proposal for the Work; or (ii) changing any classification, grade or rate of any Personnel working on the Contract, Consultant shall notify Company of the proposed replacement/change before executing such replacement/change, and obtain Company's prior written approval to such replacement/change. Any replacement Personnel shall have the capabilities equivalent to or better than the person replaced. If Consultant replaces or changes the classification, grade or rate of any person for performance of the Work described in the Contract, without the express approval of Company, then Consultant shall bear all costs associated with any and all such replacements and changes, and said costs shall not be reimbursable from Company.

ARTICLE 18. CONSULTANT'S PERSONNEL; DRUGS, ALCOHOL AND FIREARMS

Consultant shall employ in the performance of the Work only persons qualified for the same. Consultant shall at all times enforce strict discipline and good order among its employees and the employees of any Subcontractor of any tier. Consultant shall not permit or allow the introduction or use of any firearms, illegal drugs or intoxicating liquor upon the Work Site under this Contract, or upon any of the grounds occupied, controlled, or used by Consultant in the performance of the Work. Consultant shall immediately remove from the Work, whenever requested by Company, any person considered by Company to be incompetent, insubordinate, careless, disorderly, in violation of the above restriction on firearms, illegal drugs or intoxicating liquor, or under the influence of illegal drugs or intoxicating liquor, and such person shall not again be employed in the performance of the Work herein without the consent of Company.

ARTICLE 19. FOREIGN CORPORATIONS

If Consultant is a corporation organized under laws of a state other than those of the applicable Work Site, Consultant shall furnish Company with a certified copy of its permit to transact business in such state prior to commencing Services under the Contract.

ARTICLE 20. ACCESS TO COMPANY'S FACILITIES**20.1 Requirements for Access**

Access to Company controlled areas is granted on an as-needed basis only in accordance with Company's internal badge and access policies. Company shall specify in the Release or Scope of Work whether or not the Work under this Contract requires either: (i) unescorted physical access to Company's Facilities; or (ii) local or remote access to Company's Cyber Assets. For all Personnel who require either such access, Consultant shall:

- a. Conduct, at Consultant's cost and expense, a Personnel risk assessment to include at a minimum an identity verification, E-Verify and seven-year criminal background check for the current residence and past locations of residence of all Personnel requiring access. All background checks will be conducted in accordance with federal, state, provincial and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. A background check completed within two (2) years prior to the date the Consultant signed a Contractor/Vendor Information Form for each such person will be considered valid. Following the initial background check, updates shall be performed no less frequently than every seven (7) years or upon request by Company. In the event Company notifies Consultant of impending expiration of a background check, Consultant shall provide an updated Contractor/Vendor Information Form reflecting a refreshed background check within twenty (20) days of receipt of the Notice in order to avoid revocation of such person's access. An appropriate authorization form must be signed by each of the Personnel prior to a background check being conducted, acknowledging that the background check is being conducted and authorizing the information obtained to be provided to Company;
- b. Ensure that Personnel have passed the background checks outlined in subsection 20.1(a) prior to requesting access to Company's Facilities and/or Cyber Assets. In the event any such person: (i) is currently under indictment for a crime punishable by imprisonment for a term exceeding one year; (ii) has been convicted (within the past seven years) in any court of a crime punishable by imprisonment for a term exceeding one year; (iii) is currently a fugitive of justice; or (iv) is an alien illegally or unlawfully in the United States, such person shall be considered a "restricted person" and may not be granted access without prior written consent from Company. In the event any such person's background check reveals any residency gap of six (6) consecutive months or more, Consultant shall review, evaluate, and document any such residency gap to ensure that it does not pose a risk to Company's Facilities or Cyber Assets, prior to making a determination that Personnel have passed the background check;
- c. Ensure that Personnel complete Company provided or approved training prior to requesting access;
- d. Ensure that Personnel have passed Consultant's drug and alcohol exam and are in compliance with Consultant's substance abuse/drug and alcohol policy as outlined in the SUBSTANCE ABUSE; DRUG AND ALCOHOL POLICY article;
- e. Keep accurate and detailed documentation to confirm completion dates for background checks and all required training (initial and annual training, to the extent applicable), and certify to Company such documentation by completing a Contractor/Vendor Information Form, attached as Exhibit A, Appendix 1, hereto, for each person who will have access. Company has the right to audit Consultant's records supporting each Contractor/Vendor Information Form submitted to Company and to verify that the requisite background checks and training were performed. Consultant shall provide Company with all requested records supporting Contractor/Vendor Information forms within a reasonable time after receiving such a request, and in the form requested by Company, but not longer than three (3) business days following the date of such request; and
- f. Notify the company in a timely manner of termination or change in status removing the need for access. . In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day. The Enterprise Service Desk is available 24 hours a day by calling either (503) 813-5555 or (801) 220-5555.

Consultant shall not allow any person who has not met the foregoing requirements of this subsection 20.1 to perform Work, unless Consultant has received prior written consent from Company.

20.2 Additional Access Requirements Specific to Sensitive Personnel

In addition to the access requirements outlined in subsection 20.1, with respect to all Sensitive Personnel, Consultant also shall:

- a. Ensure that Sensitive Personnel (and any Personnel with access to BCSI) are informed of and comply with Company's BCSI requirements contained in any confidentiality agreement previously executed by Consultant as well as the BCSI requirements set forth herein in the CONFIDENTIAL INFORMATION; NONDISCLOSURE article; and
- b. In addition to the initial training requirement outlined in subsection 20.1(c), ensure that Sensitive Personnel complete annual Company provided or approved CIPS compliance training within Company's prescribed training window.

Consultant shall not allow any person who has not met the foregoing requirements of this subsection 20.2 to perform Work, unless Consultant has received prior written consent from Company.

ARTICLE 21. SUBSTANCE ABUSE; DRUG AND ALCOHOL POLICY

- a. Consultant shall have and ensure compliance with a substance abuse/drug and alcohol policy that complies with all applicable federal, state and/or local statutes or regulations. Consultant shall subject each of the Personnel to a drug test at Consultant's sole cost and expense. Such drug test shall, at a minimum, be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG – THC cut-off".
- b. For any Personnel who have had a recent drug test, such recent drug test shall be documented pursuant to the previous Article. Consultant warrants that Consultant and the Personnel are in compliance with Consultant's substance abuse/drug and alcohol policy.
- c. During the course of Work performed under this Contract, Consultant shall keep accurate and detailed documentation of its drug policy and Personnel drug tests, which it shall submit to Company upon request.
- d. Consultant shall designate one person to be responsible for compliance with the requirements of this Article and all reporting and inquiries shall be made to a duly authorized representative of Company in a timely manner.

ARTICLE 22. DEPARTMENT OF TRANSPORTATION

Consultant shall ensure Department of Transportation compliance, including but not limited to valid driver's license, equipment inspections, hours of service and all appropriate documentation for any Personnel who may drive while on assignment to Company.

ARTICLE 23. BUSINESS ETHICS

Consultant, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Consultant's obligations under this Contract. In conjunction with its performance of the Work, Consultant and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Company Code of Business Conduct. Without limiting the generality of the foregoing, Consultant specifically represents and warrants that neither Consultant nor any Subcontractor employees, officers, representatives or other agents of Consultant have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for Company or Consultant in connection with the Work to be performed hereunder. Consultant shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify Consultant's compliance with this Article. Company shall be permitted to audit such records as reasonably necessary to confirm Consultant's compliance with this Article. Consultant shall immediately provide notice to Company of any facts, circumstances or allegations that constitute or might constitute

a breach of this Article and shall cooperate with Company's subsequent investigation of such matters. Consultant shall indemnify and hold Company harmless from all fines, penalties, expenses or other losses sustained by Company as a result of Consultant's breach of this provision. The Parties specifically acknowledge that Consultant's failure to comply with the requirements of this Article shall constitute a condition of default under this Contract.

ARTICLE 24. REVIEW OF DELIVERABLES

Review by Company of any Deliverables submitted by Consultant shall not relieve Consultant of its responsibility to comply with all requirements of the Contract Documents. Notwithstanding any such review by Company, Consultant shall remain responsible for the accuracy of the Deliverables and for ensuring that any other materials fabricated from such Deliverables conform to the Contract Documents.

ARTICLE 25. SAFETY AND SITE REGULATIONS

Consultant shall be solely responsible for being aware of and initiating, maintaining, and supervising compliance with all safety laws, regulations, precautions, and programs in connection with the performance of this Contract. Consultant shall, also make itself aware of and adhere to all applicable Company Work Site regulations including, without limitation, environmental protection, loss control, dust control, safety, and security.

Consultants that qualify as Tier One Consultants are further required to register with an external compliance organization that will perform safety record and program qualification reviews for Company.

The minimal requirements Consultants must meet in order to pass the external compliance organization's grading element will be (a) a drug and alcohol program that aligns with business requirements, (b) self-reported health and safety performance statistics such as an OSHA 300 log or similar document, (c) a review of the submitted health and safety program against applicable governing legislation, and (d) a monthly reporting of the workhours worked at Company sites. While some exemptions may exist, without vice presidential approval, in order to do business with Company, the above four criteria must first be met.

Consultant and its Personnel of any tier shall maintain accurate and current safety records consistent with industry practice during the performance of Services under the Contract. Further, Consultant and its Personnel of any tier shall immediately, and in no event more than twenty-four (24) hours, provide Notice to Company of all cases of death or injury to Consultant or Personnel or any other third parties during or related to the performance of Services under the Contract. Consultant shall provide Notice to the Company, which notification shall include, but is not limited to, notice of all vehicle accidents, electrical contacts, electrical flashes, and OSHA recordable incidents. Within forty-eight (48) hours of any safety incident reported to Company, Consultant shall provide Company with a preliminary accident investigation report detailing the facts of the incident, any known root cause, and action steps being taken by Consultant to further investigate the incident and mitigate future occurrences.

Consultant shall immediately notify, and in no event more than twenty-four (24) hours, Company and provide a copy of any safety citation issued by any governmental authority.

Consultant shall protect existing equipment and facilities and avoid interference with Company's operations. Consultant shall also protect and safeguard Company's existing systems, technology assets, intellectual and informational property, data, materials, time, information and office and field suppliers. Consultant shall safeguard the Company's confidential and propriety information, trade secrets and other intellectual and informational property (which includes patents, copyrights, inventions and other discoveries).

Consultant shall adhere to all access, network security, physical security and badging policies.

Consultant shall not remove or alter any part of the existing structures, equipment or facilities without the prior knowledge and consent of Company.

Consultant shall keep the Work Site, including storage areas used by it, free from accumulation of waste materials or rubbish arising out of the Services, and prior to completion of the Services, shall remove and properly dispose of any such rubbish from and about the Work Site, as well as remove all tools and equipment not property of Company. Upon completion of the Services, Consultant shall leave the Work Site in a condition satisfactory to Company. In the event of Consultant's failure within a reasonable time to comply with any of the foregoing, Company may, after written Notice to Consultant of such failure, perform the cleanup and removal at the expense of Consultant.

ARTICLE 26. ENVIRONMENTAL COMPLIANCE

Consultant represents and agrees that all products, commodities or services furnished under this Agreement

and all Services or Work performed pursuant to this Agreement have been and will be furnished in compliance with all applicable federal, state and local environmental laws, rules and regulations, environmental permits and Company's environmental procedures in relation to pollution, waste disposal, emissions, stormwater management and wildlife and habitat protection. Consultants shall obtain and maintain all permits and registrations necessary to conduct their Services or Work. Consultants shall also perform all Services or Work and maintain their equipment in a manner that avoids spills and releases into the environment. Should a spill or release occur during the performance of Consultant's Services or Work for Company, the incident will be reported according to Company's policies. Consultant will also collaborate with Company to eliminate waste and cost from the supply chain and use energy and natural resources responsibly and efficiently.

ARTICLE 27. PROGRESS MEETINGS

Company will conduct weekly, or at other regular intervals as agreed by both Parties, meetings with Consultant and Consultant shall participate in the same, to discuss the performance of the Work.

ARTICLE 28. COOPERATION WITH OTHERS

Consultant shall fully cooperate and coordinate with Company employees and other contractors who may be awarded other work. Consultant shall not commit or permit any act which will interfere with the performance of work by Company employees or other contractors.

ARTICLE 29. LIENS

Consultant shall: (i) indemnify, defend, and hold harmless Company from all laborers', materialmen's, and mechanics' liens, or claims made or filed upon the Work Site or other Company property on account of any Work or Service performed or furnished by Consultant's Subcontractors of any tier in connection with the Work (including any liens or claims based on the failure or alleged failure to maintain a payment bond); and (ii) keep Company property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its Subcontractors of any tier.

If any lien arising out of this Contract is filed before or after Work is completed, Consultant, within ten (10) calendar days after receiving from Company written Notice of such lien, shall obtain release of or otherwise satisfy such lien. If Consultant fails to do so, Company may take such steps and make such expenditures as in its discretion it deems advisable to obtain release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse Company for all costs incurred and expenditures made by Company in obtaining such release or satisfaction. If any non-payment claim is made directly against Company arising out of non-payment to any Subcontractor (including any liens or claims based on the failure or alleged failure to maintain a payment bond), Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from Company written Notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse Company for all costs incurred and expenditures made by Company to satisfy such claim.

Consultant's obligation to indemnify, defend, and hold harmless Company from liens shall not in any way be rendered unenforceable, or altered, amended, eliminated or otherwise conditioned by any laws and regulations related to processing such liens. Company shall have no obligation to deliver a copy of any notice of claim or right to a lien to Consultant or any other person or entity.

ARTICLE 30. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS

Consultant shall advise Company in writing of all conflicts, errors, omissions, or discrepancies among the various documents comprising this Contract immediately upon discovery and prior to Consultant's performing the affected Services or Work. If Consultant performs any Services or Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to Company, Consultant shall be responsible for all necessary corrective work and shall bear all costs for correction. Company shall resolve such conflicts and such resolution shall be final. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be considered as if shown or mentioned in both.

ARTICLE 31. CLAIM NOTICE AND RESOLUTION PROCEDURE

In the event Consultant has a claim or request for a time extension, additional compensation, any other adjustment of the Contract terms, or any dispute arising under the Contract (hereinafter "Claim"), Consultant shall provide Company with Notice of such Claim within five (5) business days following the occurrence of the event giving

rise to the Claim. Consultant's failure to give Notice as required will constitute a waiver of all of Consultant's rights with respect to the Claim.

As soon as practicable after Claim notification, Consultant shall submit the Claim to Company with all supporting information and documentation. Consultant shall also respond promptly to all Company inquiries about the Claim and its basis.

Any Claim that is not disposed of by mutual agreement between the Parties shall be decided by Company, which shall provide a written decision to Consultant. Such decision shall be final unless Consultant, within thirty (30) days after such receipt of Company's decision, provides to Company a written protest, stating clearly and in detail the basis thereof. Consultant's failure to protest Company's decision within that time period shall constitute a waiver by Consultant of its right to dispute the decision. Even if a Claim arises, Consultant shall continue its performance of this Contract.

ARTICLE 32. SUSPENSION OF WORK

Company may, by written Notice, direct Consultant to suspend performance of any or all of the Work for a specified period of time. Upon receipt of such Notice to suspend, Consultant shall: (i) discontinue Work; (ii) place no further orders or subcontracts; (iii) suspend all orders and subcontracts; (iv) protect and maintain the Work; and (v) otherwise mitigate Company's costs and liabilities for those areas of Work suspended. Company shall pay Consultant an equitable amount for incremental costs incurred by Consultant as a result of the suspension and equitably extend any guaranteed completion dates to the extent such suspension adversely impacts Consultant's critical path to completion; provided, however, that if the suspension is due to Consultant's failure to comply with the Contract, no such payment shall be made or extension granted.

ARTICLE 33. TERMINATION FOR CONVENIENCE

Company may terminate this Contract in whole or in part at any time without cause prior to its completion by sending to Consultant written Notice of such termination. Upon such termination, Company shall pay to Consultant, in full satisfaction and discharge of all liabilities and obligations owed Consultant, an equitable amount for all Work satisfactorily performed by Consultant as of the date of termination, plus an equitable termination fee to address Subcontractor termination charges and other reasonable out-of-pocket costs demonstrably incurred by Consultant as the result of the termination provided that such costs cannot be reasonably mitigated. Company shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

ARTICLE 34. TERMINATION FOR CAUSE

34.1 For purposes of this Contract, a default by Consultant shall be the occurrence of any of the following:

- a. A breach by Consultant of any of its material obligations under the Contract, if such breach continues uncured for a period of seven (7) days after receipt of Notice from Company, unless Company agrees, in writing, to grant Consultant an extension of such seven (7) day period for a period of time to be determined at Company's sole discretion. In such circumstance, Company shall prescribe the new cure period in writing. For purposes of the Contract, a default by Consultant shall be deemed to include, without limitation, Consultant's refusal or neglect to supply sufficient and properly skilled Personnel, materials or Deliverables of the proper quality or quantity, or equipment necessary to perform the Work or Services described in the Contract properly, or Consultant's failure in any respect to prosecute the Work or Services described in the Contract or any part thereof with promptness, diligence and in accordance with all of the material provisions hereof;
- b. Consultant fails in any material respect to comply with any laws, ordinances or regulations pertaining to safety or environmental compliance;
- c. A determination that any representation, statement or warranty made by Consultant in this Contract or any other statement, report or document which Consultant is required to furnish to Company, was false or misleading in any material respect;
- d. The occurrence of any of the following: (i) the filing by or against Consultant of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; (ii) the making by Consultant of any assignment for the benefit of creditors; (iii) the filing by or against Consultant for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; (iv) the appointment of or the application for the

appointment of a receiver, trustee, or custodian for any material part of Consultant's assets unless such appointment is revoked or dismissed within thirty (30) calendar days from the date thereof; (v) the attempt by Consultant to make any adjustment, settlement, or extension of its debts with its creditors generally; (vi) the insolvency of Consultant or; (vii) the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of Consultant's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof; or

- e. A Material Adverse Change has occurred with respect to Consultant and Consultant fails to provide such performance assurances as are reasonably requested by Company, including without limitation the posting of Default Security pursuant to the SECURITY article.

- 34.2 Upon the occurrence of any such default, following the applicable process described in this Article, Company shall be entitled upon written Notice to Consultant and without notice to Consultant's sureties and without limiting any of Company's other rights or remedies, to terminate this Contract or Consultant's right to proceed with that portion of the Work affected by any such default and collect the Net Replacement Costs incurred to complete the Work.
- 34.3 Upon the occurrence of any such default, Company shall be entitled to make one or more draws against any Default Security as may be provided by Consultant hereunder.
- 34.4 Upon the occurrence of any such default, Company shall be entitled to pursue any and all other rights and remedies that it may have against Consultant under this Contract or at law or in equity.
- 34.5 In the event of a full or partial termination under this Article, Company may, for the purpose of completing the Work or enforcing these provisions, take possession of all completed and in-process Deliverables use them or may finish the Work by whatever method it may deem expedient including: (i) Company may hire a replacement contractor or contractors to complete the remaining Work that Consultant was otherwise obligated to complete under the Contract using such form of agreement as Company may deem advisable; or (ii) Company may itself provide any labor or materials to complete the Work.
- 34.6 All rights and remedies provided in this Article are cumulative, and are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, Company shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that Company may have against Consultant under this Contract or at law or in equity.

ARTICLE 35. DELAYS

Force Majeure. Neither Party shall be liable for delays caused by a Force Majeure Event; provided, however, that both Parties agree to seek to mitigate the potential impact of any such delay. Any delay attributable to a Force Majeure Event shall not be the basis for a request for additional compensation. In the event of any such delay, the required completion date(s) may be extended for a reasonable period not exceeding the time actually lost by reason of the Force Majeure Event.

Company-Caused Delay. If Consultant is actually delayed in its performance of the Work by the actions or omissions of Company (excluding the Company's good faith exercise of rights and remedies provided under the Contract), or by changes ordered with respect to the Work, and if Consultant is able to prove that it has used all reasonable means to avoid or minimize the effects of the delay, then, as Consultant's sole remedy, Consultant's guaranteed completion dates shall be equitably adjusted to reflect the impacts of such Company-caused delays. No adjustment under this Article shall be made for any delay to the extent that it is caused or contributed to by Consultant or performance would have otherwise been delayed by any other cause, including the fault or negligence of Consultant. Company may determine whether Consultant has met its burden described in this Article either before or after the completion deadline. If before the completion deadline, Company determines Consultant has met its burden as described in this Article, then Company may issue a written change order to extend the schedule. If after the completion deadline, Company determines Consultant has met its burden described in this Article, then Company may extend the completion deadline and thereby relieve Consultant of the obligation to pay liquidated damages.

Consultant-Caused Delays. Any Work that is not delivered in accordance with the Scope of Work may constitute a default to the extent set forth in the terms and conditions of this Contract, provided that the delay is not related to either a Force Majeure Event or Company-caused delay.

Request for Time Extension. Any request for time extension shall be made in accordance with the CLAIM NOTICE AND RESOLUTION PROCEDURE article.

ARTICLE 36. COMPLIANCE WITH LAWS

Consultant shall at all times comply with all laws, statutes, regulations, rules, executive orders, ordinances, codes, and standards applicable to Consultant's performance of the Work including, without limitation, those governing health and safety, wages, hours, employment of minors, desegregation and employment discrimination, as each may be applicable to the Work performed hereunder, and based on total anticipated dollar value of this Contract. Consultant further confirms that its employees and the employees of all Subcontractors employed under the Contract may legally work in the United States.

Without limiting the generality of the foregoing, Consultant and any Subcontractors shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or discussion of compensation. Moreover, these regulations require that covered prime contractors and Subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Consultant and any Subcontractors shall also abide by the requirements of Executive Order 11246, as amended, to develop and maintain a written affirmative action program (AAP) and Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises) and the Small Business Act. To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this Contract.

Consultant and any Subcontractors shall uphold the same commitment as Company to a humane, diverse and inclusive workplace free from discrimination, harassment, coercion and any form of violence and Consultant and any Subcontractors will report any acts (verbal, physical or visual) of harassment, intimidation or coercion related to race, color, religion or religious creed, national origin, ancestry, citizenship status (except as required by law), gender, gender identity, gender expression, sex, pregnancy, sexual orientation, genetic information, physical or mental disability, veteran or military status, marital status or any other status or classification protected by law.

Consultant and any Subcontractors shall support and respect internationally recognized human rights. Consultants and any Subcontractors shall not use, or participate in the exploitation of workers, forced, trafficked or involuntary labor. Use of child labor or employment of any persona under the age of 15 by and any Consultant or Subcontractor is unacceptable. Consultants and Subcontractors shall not employ any person under the minimum legal age for employment as prescribed by the local authority. Consultant and Subcontractors are expected to ensure that wages, benefits and hours of work comply with all applicable laws and regulations.

Consultant shall indemnify, defend and hold harmless Company, its directors, officers, employees and agents from all losses, costs and damages by reason of any violation thereof and from any liability, including without limitation fines, penalties and other costs arising out of Consultant's failure to so comply.

ARTICLE 37. FEDERAL SECURITY REGISTRY

Consultant warrants that neither Consultant nor any of its Personnel are on the United States federal government's list of suspected terrorists or suspected terrorist organizations.

ARTICLE 38. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and all persons employed by Consultant in connection herewith shall be employees of Consultant and not employees of Company in any respect. Consultant shall maintain complete control over Consultant's employees and Subcontractors.

ARTICLE 39. RELEASE OF INFORMATION; ADVERTISING AND PROMOTION

Notwithstanding anything to the contrary in this Agreement, any order, or any other agreement, Consultant shall not make any written or verbal statement to any press, news media, social media or other party concerning the Berkshire Hathaway Marks without the written authorization of Company. The PacifiCorp Marks shall not be used in any advertising or other promotional context by Consultant without the express prior written consent of Company.

In the event Consultant is legally required to disclose any information relating to the products, Programs Services, or this Agreement, any order, or any other agreement with Company, Consultant shall obtain Company's prior written approval of the disclosure before the disclosure is made.

ARTICLE 40. CONFIDENTIAL INFORMATION; NONDISCLOSURE

BES Cyber System Information. Confidential Information of Company labeled as BCSI shall be protected consistent with the following requirements: (a) BCSI shall be protected at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it; (b) each person who works with protected BCSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it; (c) reasonable steps shall be taken to minimize the risks of access to BCSI by unauthorized personnel (when not in use, BCSI shall be secured in a secure container, such as a locked desk, file cabinet or facility where security is provided); (d) documents or material containing BCSI may be reproduced to the minimum extent necessary, consistent with the need to carry out the Work, provided that the reproduced material is marked and protected in the same manner as the original material; (e) material containing BCSI should be disposed of through secured shredding receptacles or other secured document destruction methods; (f) BCSI shall be transmitted only by the following means: (i) hand delivery; (ii) United States first class, express, certified or registered mail, bonded courier, (iii) secure electronic means with NIST- or ISO-compliant encryption; and (g) documents or material containing BCSI shall be returned to Company or certified destroyed upon completion of the Work.

Nondisclosure. Consultant agrees that it will not disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of Company.

Nonuse. Consultant further agrees that it will not use Confidential Information except as may be necessary to perform the Work called for by this Contract.

Protection. Confidential Information will be made available by Consultant to its employees only on a "need to know" basis and only after notifying such employees of the confidential nature of the information and after having obligated them to the nonuse and nondisclosure obligations of this Contract. Consultant agrees to take all reasonable precautions to protect the confidentiality of Confidential Information and, upon request by Company, to return to Company any documents which contain or reflect such Confidential Information.

Federal Defend Trade Secrets Act. The Federal Defend Trade Secrets Act of 2016 provides immunity from civil or criminal liability for any employee or contractor who discloses a trade secret "in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney" where the disclosure by the employee or contractor is "solely for the purpose of reporting or investigating a suspected violation of law" or "is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." 18 U.S.C. § 1833(b). Nothing in this Contract is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

Unless waived by Company, Consultant shall require its employees and Subcontractors of any tier to adhere to these confidential information and nondisclosure terms.

ARTICLE 41. OWNERSHIP OF DESIGNS, DRAWINGS AND WORK PRODUCT

The Deliverables prepared or developed hereunder, or other documents or information provided to Company, by Consultant or its employees or agents, or Subcontractors or their employees or agents, including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the physical property of Company when prepared and, to the extent subject to protection under copyright laws, shall constitute "work made for hire" and shall become the intellectual property of Company, without regard to any markings that may denote a confidential or proprietary interest of Consultant in the said items. To the extent the Deliverables incorporate pre-existing intellectual property of Consultant or of any third party ("Pre-Existing Property"), Consultant hereby grants Company a perpetual, fully paid, transferable right to use, copy and modify such Pre-Existing Property for the purpose of Company's operation, administration, maintenance, modification, improvement and replacement of the Company's assets the fullest extent necessary to accomplish those purposes. Such license includes the right of Company to share Pre-Existing Property to Company's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants for the foregoing purposes, without regard to any markings that may denote a confidential or proprietary interest in the said items. Consultant hereby represents, warrants and covenants that it holds all requisite rights and third party consents necessary to grant the foregoing license without infringing the rights of any third party. Consultant shall deliver all Deliverables, together

with any documents or information furnished to Consultant and its employees or agents by Company hereunder, upon Company's request and, in any event, upon termination or final acceptance of the Work.

ARTICLE 42. PATENT AND COPYRIGHT INDEMNITY

Consultant shall indemnify, defend, and hold harmless Company, its directors, officers, employees, and agents against and from all claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, of any kind or nature whatsoever on account of infringement of any patent, copyrighted or uncopyrighted work, including claims thereof pertaining to or arising from Consultant's performance under this Contract. If notified promptly in writing and given authority, information, and assistance, and contingent upon Company not taking any position adverse to Consultant in connection with such claim, Consultant shall defend, or may settle at its expense, any suit or proceeding against Company so far as based on a claimed infringement which would result in a breach of this warranty, and Consultant shall pay all damages and costs awarded therein against Company due to such breach.

In case any Service or Deliverable is in such suit held to constitute such an infringement and the use of said Service or Deliverable is enjoined, Consultant shall, at its expense and through mutual agreement between Company and Consultant, either procure for Company the right to continue using said Service or Deliverable, or replace same with a non-infringing Service or Deliverable, or modify same so it becomes non-infringing.

ARTICLE 43. CYBER SECURITY

43.1 SCOPE OF THIS ARTICLE

This Article applies to Consultant and its Personnel and Subcontractors that provide hardware, software, or services to the Company that may impact the confidentiality, integrity, or availability of the Company's networks, systems, software, Data, or Confidential Information for the term of the Contract.

43.2 CYBER SECURITY CONTROLS

- a. Consultant shall have and maintain security controls to protect the Company's networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 – Information Security Management Systems–Requirements, and ISO/IEC 27002 – Code of Practice for International Security Management.
- b. Consultant agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
- c. Consultant warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Consultant agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Consultant.
- d. Consultant shall follow all applicable Company requirements for Consultant-initiated interactive remote access and system-to-system remote access with Consultant. To the extent Consultant's Personnel will have interactive remote access to Company's networks, systems or applications, Consultant's Personnel will use multi-factor authentication provided by the Company. Authentication tokens and passwords must not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Consultant shall report such termination or change in status to the Company's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.
- e. Contractor shall ensure that email from the Consultant and any services provided under the Contract:
 - (i) Originates from a domain or domains with a published Domain-based Message Authentication, Reporting and Conformance ("DMARC") policy of "reject" and with a published Sender Policy Framework policy consisting of valid senders and a "fail" directive (-all). If the optional DMARC "pct" directive is used, "pct" must be set to "100";
 - (ii) Passes a DMARC authentication check;
 - (iii) Utilizes a DomainKeys Identified Mail (DKIM) 2048 bit key; and
 - (iv) Supports Transport Layer Security (TLS).

43.3 OVERSIGHT OF COMPLIANCE

As evidence of compliance, Consultant shall either:

- a. If the contract includes hosted or cloud services, Consultant shall provide annually to the Company a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of the contract and pertaining directly to the Consultant.
- b. If the contract does not include hosted or cloud services, Consultant shall either:
 - (i) Annually provide a copy of ISO 27001 certification covering the scope of the contract and pertaining directly to the Consultant;
 - (ii) Annually provide a copy of a third-party audit covering the security controls relevant to hardware, software, or services provided under this contract and pertaining directly to the Consultant. Audit results and Consultant's plan to correct any negative findings must also be made available to the Company; or
 - (iii) Allow Company to conduct an assessment, audit, examination, or review of Consultant's security controls to confirm Consultant's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Consultant's privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Consultant no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Consultant's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Consultant shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

43.4 SECURITY BREACH PROCEDURES; EQUITABLE RELIEF

In the event of a Consultant, or subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

- a. Consultant shall:
 - (i) notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after Consultant becomes aware of it, by telephone and email; and
 - (ii) provide the Company with the name and contact information for any Personnel who shall serve as Consultant's primary security contact and shall be available to assist the Company with Security Incident management, response, and recovery associated with the Security Incident.
- b. Immediately following Consultant's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Consultant agrees to coordinate with Company in Company's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Company.
- c. Consultant shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Consultant's expense in accordance with applicable privacy laws, regulations, and standards. Consultant shall reimburse Company for actual reasonable costs incurred by Company in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.
- d. Consultant shall fully cooperate at its own expense with Company in any litigation or other formal action deemed reasonably necessary by Company to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.
- e. Consultant acknowledges that any breach of Consultant's obligations set forth in this Article may cause Company substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Company is entitled to seek equitable

relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Company may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

43.5 OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE

- a. In addition to any other obligations that arise on termination or expiration of this Contract, the Parties agree that, on any expiration or termination of this Contract, upon completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request, regardless of the circumstance:
- (i) If Consultant has access to Company facilities or systems, Consultant shall immediately surrender to Company all access cards, security passes, passwords and other such devices granting access to any Work Site or to Company networks or computer systems;
 - (ii) If Consultant has Company Data, Consultant shall return any Company Data that is in its care, custody or control to Company in the format requested by Company and Consultant shall, within 14 days of receiving Company's written confirmation that it can read the Data provided by Consultant, (1) permanently delete any copies of the Data in Consultant's care, custody or control and (2) send Company written confirmation that data has been deleted; and
 - (iii) If Consultant has Company hardware or removable media, Consultant will return to Company all hardware and removable media provided by Company that contains Company Data. Company Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Company Data is owned by Consultant or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request. Consultant's destruction or erasure of Company Data pursuant to this Article must be in compliance with NIST or ISO Standards.
- b. Prior to the expected expiration or termination of a Contract Document by either Party for any reason, or prior to the expected expiration or termination of this Contract for any reason, including the default of the terms of a Contract Document or a default under this Contract, Consultant agrees to provide Company with the reasonable assistance services requested by Company. These services will include, at a minimum, converting data, providing parallel services until Company has transitioned to a new system, providing on-site technical support, cooperating with Company or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to Company or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Company.

43.6 PROHIBITED VENDORS

Consultant may not use in the provision of Work or Services to Company, directly or indirectly using subcontractors, the services, products, component pieces or sub-assemblies of any company identified by Company or by the U.S. Government and/or regulatory authorities as a security threat (collectively, the "Prohibited Vendors and Vendor Regions"), including without limitation the companies identified by Company in Exhibit I and by the U.S. Department of Commerce (which are currently posted on the internet at and Vendor Regions <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear> and as published in 15 CFR, Subchapter C, part 744, Supplement No. 4). Consultant is responsible for being familiar with the Prohibited Vendors and Vendor Regions, including additional Prohibited Vendors and Vendor Regions that Company may identify by Notice to Consultant and that the U.S. Government may identify from time to time during the term of this Contract. If Consultant fails to abide by the requirements of this Section, Company will provide Consultant with Notice and a 30 day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

ARTICLE 44. OFFICE OF FOREIGN ASSETS CONTROL SANCTIONS LISTS; STATE OR GOVERNMENT OWNED ENTERPRISES OR CORPORATIONS CYBERSECURITY

- 44.1 Consultant warrants that neither Consultant nor a) any parent, affiliate, or subsidiary to Consultant, or b) any officer, director, employee, agent, lobbyist, or representative of Consultant is on any sanction list maintained and published by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including but not limited to the Specially Designated Nationals and Blocked Persons List and Consolidated Sanctions List maintained and published by OFAC and available at <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx> (collectively the "OFAC sanctions lists"). Consultant further warrants, acknowledges, and agrees that:
- a. Neither Consultant nor any a) any parent, affiliate, or subsidiary to Consultant, or b) any officer, director, employee, agent, lobbyist, or representative of Consultant is operating or acting under any alias or pseudonym to avoid detection as a person or entity on any of OFAC sanctions lists;
 - b. Consultant is prohibited from and shall not, either directly or indirectly, involve or engage in any manner any person or entity that is on any of the OFAC sanctions lists in the performance of this Contract, whether as an officer, director, employee, agent, lobbyist, representative, contractor, subcontractor, vendor, consultant, supplier, materialman, or any other role or relationship of any kind;
 - c. Consultant's obligations under this Article are ongoing, and Consultant shall remain up-to-date with recent actions and updates by OFAC and shall immediately notify Company at any time it learns that a representation made in this Article is no longer accurate or that Consultant otherwise has been or is in violation of this Article; and
 - d. The warranties, representations, and obligations of this Article are material to Company's decision to enter into this Contract, and any failure or violation of same is grounds for termination for cause by Company as a material breach of a provision of the Contract.
- 44.2 Consultant further agrees that it will fully comply and cooperate with Company in any inquiry, request, or investigation initiated by OFAC arising from or related to Consultant's performance under this Contract and will defend, indemnify, and hold harmless Company, its agents, representatives, and employees of and from all fines, fees, penalties, or other liabilities or damages of any kind arising from or related to any failure or violation of Consultant's warranties, representations, and obligations under this Article. This obligation is in addition to and not in derogation of any other obligation Consultant may have to defend, indemnify, or hold harmless Company, its agents, representatives, and employees under this Contract.
- 44.3 Consultant acknowledges and agrees that the warranties, representations, and obligations of this Article are material to Company's decision to enter into this Contract, and any failure or violation of same is grounds for termination for cause by Company as a material breach of a provision of the Contract.

ARTICLE 45. PROHIBITED IMPORTS

Consultant must take all reasonable efforts to (1) prohibit importing and then selling to Company or (2) using in its supply-chain any product that was mined, produced, or manufactured wholly or in part by forced labor, including forced or indentured child labor pursuant to the Tariff Act of 1930, 19 U.S.C. Section 1307. "Forced labor" shall mean all work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily, included forced or indentured child labor. *Id.*

These products can be found on the internet at <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>. Consultant is responsible for being familiar with the products posted by the Department of Labor, which may change from time to time during this contract. If Consultant fails to abide by the requirements of this section, Company will provide Consultant with Notice and a 30-day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

ARTICLE 46. CALIFORNIA CONSUMER PRIVACY ACT

Consultant agrees that, in connection with the performance of its obligations hereunder, it is a "service provider" of Company within the meaning of the California Consumer Privacy Act (as in effect from time to time, including all applicable regulations issued thereunder, the "CCPA"). Accordingly, Consultant agrees to comply with all of the requirements of the CCPA that apply to service providers (as defined under the CCPA), including without limitation the prohibition on retaining, using, selling or disclosing personal information (as so defined) provided by

or collected on behalf of Company for any purpose other than for the specific business purpose of performing obligations on behalf of Company hereunder, or as otherwise permitted under the CCPA. Moreover, to the extent Consultant's obligations under this Agreement include the collection of personal information on behalf of Company, Consultant agrees that it shall limit the personal information it collects to that personal information which is necessary to enable it to perform its obligations under this Contract. Consultant will defend, indemnify and hold Company harmless from and against any claims and losses (including reasonable attorney's fees) to the extent arising from actual or alleged breaches of this Section or violations of the CCPA by Consultant with respect to personal information received, collected, processed, disclosed or retained by Consultant in connection with the performance or non-performance of its obligations under this Contract.

Consultant further warrants, acknowledges, and agrees that in the event:

- a. Company receives a verifiable consumer request from a consumer to delete the consumer's personal information, Consultant shall delete the consumer's personal information from its records promptly upon Company's request.
- b. Company receives a verifiable consumer request from a consumer to provide the consumer with consumer's personal information stored or retained by Consultant on behalf of Company, Consultant shall promptly provide Company all of the requesting consumer's personal information retained in its records in a secure format and secure mean of transmission as is approved by Company and otherwise in a manner that is consistent with the requirements of the CCPA.
- c. Consultant either receives the foregoing requests to delete or disclose or receives a "do not sell" request, in each case, directly from a consumer whose personal information Consultant collects, processes, retains or stores on behalf of Company, Consultant shall provide prompt written notice to Company, and, as directed by Company, Consultant shall either act on behalf of Company in responding to the request or inform the consumer that the request cannot be acted upon because the request has been sent to a service provider instead of Company.

ARTICLE 47. ASSIGNMENT

Company may at any time assign its rights and delegate its obligations under this Contract, in whole or in part, including, without limitation, transferring its rights and obligations under this Contract to any: (i) affiliate; (ii) successor in interest with respect to the Work Site; or (iii) corporation or any other business entity in conjunction with a merger, consolidation, or other business reorganization to which Company is a party. Consultant shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of Company, and any attempted transfer in violation of this restriction shall be void.

ARTICLE 48. SUBCONTRACTS

Consultant shall not subcontract any or all of the Work without prior written consent of Company which shall not be unreasonably withheld. Consultant shall be fully responsible for the acts or omissions of any Subcontractors of any tier and of all persons employed by them, shall maintain complete control over all such Subcontractors, and neither the consent by Company, nor anything contained herein, shall be deemed to create any contractual relation between the Subcontractors of any tier and Company.

Company is committed to and understands the importance of promoting diversity among its consultants and their Subcontractors by increasing the amount of business conducted with qualified diverse business enterprises, including women-owned, minority-owned, disabled veteran-owned, and lesbian, gay, bisexual, and transgender ("LGBT")-owned businesses. Company expects the same level of commitment from Consultant when it subcontracts any of the Work to Subcontractors of any tier. In the event of any spend activity with qualified diverse Subcontractors in a given monthly period, Consultant shall submit, by the 10th day of the following month, the Diversity Subcontractor Spend Report included as Exhibit H. Consultant shall submit the Diversity Subcontractor Spend Report to supplierdiversity@pacificorp.com.

In the event that a state agency or regulatory commission audits any Company report or filing concerning diverse consultant spend activity that had been prepared utilizing information provided at least in part by Consultant, Consultant shall provide Company with all substantiating documentation to sufficiently support Company's report or filing within five (5) business days of any request. Examples of documentation that Company may request include, but are not limited to, contracts or purchase orders between Consultant and any of its Subcontractors identifying

Company as the ultimate recipient, invoices between Consultant and any of its Subcontractors identifying Company as the ultimate recipient, and proof of payment by Consultant to any of its Subcontractors.

ARTICLE 49. NON-EXCLUSIVE RIGHTS

Nothing in this Contract is to be construed as granting to Consultant an exclusive right to provide any or all of the Work anticipated herein. The use of Consultant's services is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Consultant.

ARTICLE 50. NONWAIVER

The failure of Company to insist upon or enforce strict performance by Consultant of any of the terms of this Contract or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of Company's right to enforce such terms or rights on any future occasion.

ARTICLE 51. SEVERABILITY

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

ARTICLE 52. APPLICABLE LAW AND VENUE

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Oregon. Any litigation between the Parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Oregon and Consultant consents to jurisdiction by such courts. 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 CONTRACT. 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. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

FOR WORK PERFORMED IN CALIFORNIA, THE FOLLOWING JURY TRIAL WAIVER AND ARBITRATION PROVISION APPLIES. 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 CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. IF A WAIVER OF JURY TRIAL IS DEEMED BY ANY COURT OF COMPETENT JURISDICTION TO NOT BE ENFORCEABLE FOR ANY REASON, THEN TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO AGREE TO BINDING ARBITRATION. SUCH ARBITRATION SHALL BE IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA). NOTWITHSTANDING ANY AAA RULES AND PROCEDURES, OR ANY OTHER PROVISION OF ANY STATE OR FEDERAL LAWS, THE PARTIES AGREE THAT THE ARBITRATORS SHALL NOT CONSIDER OR AWARD PUNITIVE DAMAGES AS A REMEDY. UPON THE COMPANY'S REQUEST, AAA SHALL PROVIDE THE PARTIES A LIST OF ARBITRATORS EACH OF WHOM HAVE EXPERIENCE AND EXPERTISE APPLICABLE TO THE WORK. UPON EACH OF THE PARTIES' RECEIPT OF SUCH LISTS, EACH PARTY SHALL HAVE TEN (10) DAYS TO SELECT AN ARBITRATOR. THE TWO SELECTED ARBITRATORS SHALL THEN SELECT A THIRD ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE DATE THE INITIAL TWO ARBITRATORS WERE SELECTED AND THE MATTER SUBJECT TO ARBITRATION SHALL BE ARBITRATED AND A DECISION OF THE ARBITRATORS ISSUED WITHIN SIXTY (60) DAYS AFTER THE SELECTION OF THE THIRD ARBITRATOR.

ARTICLE 53. ENTIRE AGREEMENT; DOCUMENTS INCORPORATED BY REFERENCE

This Contract and any referenced exhibits and attachments, constitute the complete agreement between the Parties. All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into and superseded by this Contract, which fully and completely expresses the agreement of the Parties with respect to the subject matter hereof. Any Scope of Work, drawings, schedules or other documents listed in this Contract are incorporated by reference into this Contract. In the event of a conflict between (i) any Scope of Work, drawings, schedules or other attachment or exhibit to this Contract and (ii) the above terms and conditions of this Contract, the above terms and conditions of this Contract shall take precedence and control.

Company assumes no responsibility for any understanding or representation made by any of its employees, officers

or agents during or prior to the negotiations and execution of this Contract, unless such understanding or representation is expressly stated in the Contract.

[Signature Page Follows]

ARTICLE 54. EXECUTION AND EFFECTIVE DATE

This Contract has been executed by duly authorized representatives of the Parties and shall only be effective as of date of execution by both Parties.

CONSULTANT:
[[NAME (PRIMARY SECOND PARTY)]]

COMPANY:
[[NAME (PRIMARY FIRST PARTY)]]

By: {{digsig2_es_:signer2:digitalsignature}}
 (Signature)

By: {{digsig1_es_:signer1:digitalsignature}}
 (Signature)

Name: {{N_es_:signer2:fullname}}
 (Type or Print)

Name: {{N_es_:signer1:fullname}}
 (Type or Print)

Title: {{Ttl2_es_:signer2:title}}
 {{Dte_es_:signer2:date}}
 (Date Executed)

Title: {{Ttl2_es_:signer1:title}}
 {{Dte_es_:signer1:date}}
 (Date Executed)



2022AS RFP Appendix Q-1.01

2021 Demand Response RFP
Requirements for Demand-side Bids, including
PacifiCorp Professional Services Contract
Exhibit A Scope of Work for Demand-Side Bids

Exhibit A Demand Response Request for Proposals PacifiCorp

The following Demand Response RFP was issued in 2021 and contains some outdated information related to resource need, schedule and the bid evaluation process. PacifiCorp has endeavored to identify outdated information via footnotes. The 2021 Demand Response RFP is being used to provide guidance, proposal expectations and submittal requirements for demand response resources bidding into the 2022AS RFP. For more information on the scope pertaining to resource need, schedule and evaluations and scoring methodology, please see the 2022AS RFP - Main RFP Document as information herein to Appendix Q may be outdated. Please email the 2022AS RFP inbox with any questions or clarifications: 2022AS_RFP@PacifiCorp.com

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PURPOSE AND SUMMARY OF RFP

This Request for Proposals (RFP) is seeking bids for Implementation Contractors for Demand Response (DR) program resources from qualified suppliers capable of delivering seasonal and/or year-round demand reductions (kW) within PacifiCorp's service territory.

The purpose of this document is to provide interested parties with information necessary to prepare and submit a proposal to implement one or more demand response programs as specified in the *Intent of RFP* Section below. Bidders should provide separate responses, timelines and budgets for each proposed program. Multiple Bidders may be selected to meet the intent of this RFP. The Company reserves the right to make multiple awards to multiple vendors for any combination of programs proposed.

Long Term Planning Needs¹

PacifiCorp's 2019 IRP² identified the addition of 178 MW of DR system wide by 2029 along with 595 MW of energy storage co-located with 1,823 MW solar, and 1,920 MW wind by 2023 as the major resource additions of a least cost least risk long term resource plan. To acquire these resources, the company issued the All Source 2020 RFP³ on July 7, 2020 for large scale resources and is now issuing this RFP for cost effective DR resources.

As further reasoning for issuing this DR RFP, a condition of acknowledgement of the 2019 IRP Demand Side Management (DSM) actions by the Oregon Commission directed PacifiCorp in Order No. 20-186 to do the following:

1. *Pursue demand response acquisition with a demand response RFP. To the extent practicable, the demand response bids may be considered with bids from the all-source RFP.*
2. *Work with non-bidding stakeholders from Oregon and other interested states to determine whether PacifiCorp should move forward with cost-effective demand response bids, or with a demand response pilot, or both.*

To address these expectations, successful initial short list bids from this DR RFP will join final bids from the AS 2020 RFP for a combined analysis in April 2021 to determine the optimal acquisition of resources to meet system needs. As discussed with non-bidding stakeholders in the fall of 2020, PacifiCorp may select some RFP responses which initially may not be cost-effective, to design one or more pilot programs in Oregon. The goal of pilots will be to test improving a key assumption in the program design to increase the long-term cost effectiveness and scalability of a future program.

Request for Proposals

PacifiCorp is seeking cost effective direct load control (DLC) DR programs to be delivered as turnkey resources. DLC DR resources are defined as fully dispatchable or scheduled firm capacity product offerings / programs employing a controllable technology capable of performing one or more grid services

¹ This section of the 2021 Demand Response RFP is outdated. Please see the [2022AS RFP - Main RFP Document](#) for a more recent assessment of resource need.

² <https://www.pacificorp.com/energy/integrated-resource-plan.html>

³ <https://www.pacificorp.com/suppliers/rfps/all-source-rfp.html>



throughout the year including peak shaving (load shift or curtailment) and operating reserves (contingency, regulating, frequency). Bids for behavioral demand response and energy efficiency are not considered through this process.

Programs may target any customer type (residential, commercial, industrial, irrigation) and end use application. However, of most interest to PacifiCorp are cost-effective programs which target:

- 1) Oregon or Washington service territories⁴,
- 2) Large commercial and industrial customers for a variety of end uses,
- 3) Residential and small commercial smart thermostats or water heaters, and
- 4) Irrigation.

Programs which are most likely to be cost effective to the system are those that are capable of delivering one or more grid services as they are able to meet the following characteristics:

- Are visible to CAISO's market processes via a Settlement Quality Meter Data plan.
- Provide a response at short notice, with limited restrictions on duration and number of events.
- Are capable of scaling to 25 MW or beyond.

At a *minimum*, all eligible DR program responses are required to meet the following performance characteristics:

- Able to meet requirements for integration with PacifiCorp's Energy Management System
- Day ahead notice for events
- Able to achieve 2 MW of response within 3-5 years
- PacifiCorp is able to control initiation of events through vendor provided hardware and software for device aggregation
- Meets all program design, qualification and equity considerations as outlined in this RFP

Consideration of Pilots

Bids determined to be uneconomic to the system as proposed may be invited by PacifiCorp to consider a Pilot scope in Oregon only. As per Order No. 20-186 noted above, the Oregon Commission is interested in identifying and testing key program design assumptions which, if successfully improved, may lead to cost effective scaling of DR programs. Pilots are experiments of limited scope, scale and duration and not undertaken for the sake of piloting but are focused experiments related to a key aspect of the program, which could further enhance the program's long-term cost-effectiveness. Examples include testing marketing/outreach strategies to increase participation of a customer segment or tests to improve technology performance and better estimates of available demand.

COMPANY OVERVIEW

PacifiCorp (Company) is one of the West's leading utilities, serving approximately 1.8 million customers across six states. PacifiCorp is headquartered in Portland, Oregon. PacifiCorp is a subsidiary of Berkshire

⁴⁴ The **2022AS RFP** is an all resource RFP and will consider and evaluate proposals from throughout PacifiCorp's six-state territory.



Hathaway Energy Company and consists of two business units: Pacific Power and Rocky Mountain Power.⁵ Pacific Power delivers electricity to customers in Oregon, Washington and California, and is headquartered in Portland, Oregon. Rocky Mountain Power delivers electricity to customers in Utah, Wyoming and Idaho, and is headquartered in Salt Lake City, Utah.

Although the focus for this RFP is for Oregon and Washington service territories, a more complete understanding of PacifiCorp’s service territory may be helpful for respondents in designing their bids.

Pacific Power Overview

Pacific Power currently offers a small Irrigation Load Control Pilot for agricultural customers in Oregon. Pacific Power also offers a significant portfolio of energy efficiency programs, which can be found at <https://www.pacificpower.net/savings-energy-choices.html>. In Oregon, energy efficiency programs are delivered by Energy Trust of Oregon⁶. In total, these programs are offered to approximately 800,000 customers in 243 communities.⁷ **Table 1** summarizes the approximate number of existing Pacific Power customers by state.

Table 1: Approximate Number of Customers – Pacific Power

State	Residential	Commercial & Industrial	Irrigation
California	36,000	8,500	2,000
Oregon	518,000	95,000	8,000
Washington	108,000	21,000	5,000
Total	662,000	124,500	15,000

Rocky Mountain Power Overview

Rocky Mountain Power services 1.1 million customers in Utah, Idaho and Wyoming.⁸ Rocky Mountain Power currently offers two demand response programs, an Irrigation Load Control Program⁹ for agricultural customers in Utah and Idaho and an A/C Load Control (Cool Keeper) Program for its residential and small commercial customers in Utah. In addition, there are two residential customer sited battery pilots operational in Utah. Soleil Lofts is a 600-unit multifamily building with a 4.8 MW virtual power plant consisting of solar PV plus controlled battery storage where residents can benefit from backup power during grid outages and RMP dispatches the storage for grid needs when available. An additional customer sited battery program was approved in summer 2020. RMP also offers a significant portfolio of energy efficiency programs, which can be found at <https://www.rockymountainpower.net/savings-energy-choices.html>. **Table 2** summarizes the approximate number of existing Rocky Mountain customers by state.

⁵ To learn more about PacifiCorp please visit our website at: <https://www.pacificcorp.com/>

⁶ <https://www.energytrust.org/>

⁷ A service territory map of Pacific Power can be found at <https://www.pacificpower.net/community/service-area.html>

⁸ A service territory map of Rocky Mountain Power can be found at <https://www.rockymountainpower.net/community/service-area.html>

⁹ More information on Rocky Mountain Power’s Irrigation Load Control Program for the following Utah and Idaho can be found at <https://www.rockymountainpower.net/savings-energy-choices/business/irrigation-load-control.html>.

Table 2: Approximate Number of Customers – Rocky Mountain Power

State	Residential	Commercial & Industrial	Irrigation
Utah	776,000	101,000	3,000
Idaho	59,000	11,000	5,000
Wyoming	110,000	22,000	1,000
Total	945,000	134,000	9,000

Assessment of Current Programs

The Company evaluates and assesses its current program offerings for energy efficiency and demand response. Reports and program evaluations by jurisdiction can be found on the Company’s website at <https://www.pacificorp.com/environment/demand-side-management.html>. In Oregon, efficiency program evaluations can be found on Energy Trust’s website at <https://www.energytrust.org/about/reports-financials/>. For an evaluation of the Oregon irrigation pilot program, see Appendix A, System Information.

Customer Experience

Our customers want to engage with us in new ways via increasingly diverse technologies and platforms. The Company uses “Step Change” to describe the significant customer experience expectations it wants to instill in all its Customer Solutions interactions. The Company expects Consultant(s) to provide implementation strategies that transform the current delivery paradigm and genuinely “Step Change” the way customers and vendors engage with the Company. This means providing ways for customers and vendors to interact with the Company in more efficient ways. The Company’s expectation is for professional delivery of programs with consistently high customer satisfaction scores.

THE COMPANY’S ASSESSMENT OF DEMAND RESPONSE MARKET POTENTIAL

Market Potential Assessment

In 2019, PacifiCorp commissioned Applied Energy Group (AEG) to conduct a Conservation Potential Assessment (CPA)¹⁰ across the Company’s six-state service territory to inform demand side resource selections in the 2021 IRP which is currently targeted for completion April 1, 2021.¹¹ The CPA developed estimates of the magnitude, timing, and cost of DSM resources, including DR, likely to be available to the Company over a 20-year planning horizon. The results can also be described as the technical achievable potential for energy efficiency and demand response.

¹⁰ PacifiCorp’s Demand-side Resource Potential Assessment For 2017-2036 can be found at <http://www.pacificorp.com/env/dsm.html>.

¹¹ PacifiCorp contracted with AEG to provide the 2019 CPA which can be found here (link) to inform the 2019 IRP resource selections

Table 3 and **Table 4** provide the identified 20-year market potential¹² at system summer and winter peak for DR resources in PacifiCorp’s service territory, not including potential customer side battery, from the AEG study. Existing irrigation programs in ID, UT and OR and Cool Keeper are included in these potential summary tables. **Table 5** provides the 20 year potential for customer sited storage as per the program assumptions employed in the 2021 CPA.¹³

Table 3: 2021 CPA Summer Peak Demand Response Technical Achievable Potential

20-Year Potential (MW) Impacts – Summer Peak, Sustained Duration					
State	Residential	Commercial and Industrial	Irrigation	Total	% Peak Reduction
CA	3	2	1	7	6%
ID	5	8	149	163	28%
OR	93	57	7	156	5%
UT	194	129	19	342	5%
WA	25	19	2	46	5%
WY	5	38	1	43	3%
System	326	253	180	715	6%
2019 CPA	359	325	211	895	

Table 4: 2021 CPA Winter Peak Demand Response Technical Achievable Potential

20-Year Potential (MW) Impacts – Winter Peak, Sustained Duration					
State	Residential	Commercial and Industrial	Irrigation	Total	% Peak Reduction
CA	7	2	-	9	5%
ID	11	6	-	18	5%
OR	115	54	-	168	5%
UT	140	103	-	243	6%
WA	40	16	-	56	6%
WY	11	35	-	46	3%
System	324	216	-	540	7%
2019 CPA	286	173	-	459	

¹² Market potential estimates incorporate expected participation rates, but do not screen resources for cost-effectiveness.

¹³ See the October 22, 2020 IRP public meeting presentation for DR battery storage assumptions, slide 12 https://www.pacificorp.com/content/dam/pcorp/documents/en/pacificorp/energy/integrated-resource-plan/PacifiCorp_2021_IRP_PIM_October_22_2020.pdf

Table 5: 2021 CPA Technical Achievable Potential for Customer Sited Batteries

20-Year Potential (MW) Impacts – Sustained Duration			
State	Residential	Non-Residential	Total
CA	4	15	19
ID	22	10	32
OR	62	26	88
UT	180	74	254
WA	5	5	11
WY	8	7	16
System	281	138	419

Key underlying assumptions used by AEG to build the technical achievable potential as well as the results of the 2021 CPA are made available to bidders in Appendix A which includes links to information already posted to the PacifiCorp IRP website as well as other information on customer segment loads, equipment saturation and end use loads in each state of our service territory with a focus on Oregon and Washington.

Existing Infrastructure and Systems to Support DR

As described above, PacifiCorp currently operates two demand response programs and two smaller scale pilots nearly entirely in Rocky Mountain Power states. Each of these efforts employs a separate Demand Response Management System (DRMS) to aggregate control of individual devices to a head end connection with PacifiCorp’s system wide Energy Management System (EMS), OSI’s Monarch.

Table 6: Existing DR Programs and Pilots

DR Program or Pilot	DRMS Vendor	Max Controllable Load (MW) in 2020
UT Cool Keeper	Eaton	220
ID/UT Irrigation Load Control	Enel X	232
OR Irrigation Load Control	Connected Energy	1
UT Soleil Lofts & Customer Battery Tariff	Sonnen	4.8

Cyber security concerns drive strict integration requirements between third party vendor systems and PacifiCorp’s system. All of these complexities can be overcome through meeting specific requirements for programs as the above listed vendor systems have done. As more fully described in the Scope of Work section and Technical Requirements, bidding vendors have the option of providing hardware and software that meets integration requirements or bidding vendors may subcontract with an existing DRMS provider where those services already meet requirements.

Distributed energy management systems (DERMS) can become a central aggregation point for multiple DER programs and may be a future option for PacifiCorp. Although PacifiCorp does not currently have a DERMS, a central vision for control of disaggregated DER control programs may become the more efficient



solution for the Company, rather than continuing separate program aggregation and dispatch with separate contractors and leased control systems. The Company is currently undertaking a review of potential DERMS solutions. If selected, earliest implementation of a system wide DERMS would be Q1 2022. Bidding vendors to this RFP will be asked to provide a response to how their proposal will be positioned to transition to a new integration requirement, if needed, within 2 years and the estimated costs to do so.

Communications and Metering

As the focus of this RFP is for DR programs in Oregon and Washington service territory, additional information specific to the existing communications strategies, metering and IT infrastructure can be found in Pacific Power's 2019 Smart Grid Report¹⁴ for Oregon.

In 2019, PacifiCorp completed installation of Advanced Metering Infrastructure (AMI) for residential and small to medium business customers less than 1 MW in Oregon and California, enabling two-way communications to each meter and the ability to connect/disconnect remotely. To enable a DR DLC program with customer equipment, in addition to installation of a switch on that equipment, the meter would need to be configured to allow remote control via the AMI network and possibly more frequent data collection than current hourly readings which are transmitted daily. Any DR system would need to either leverage the AMI network or have a standalone communications network. Our current OR/CA AMI network is the Itron Gen5.

Large customer loads in Oregon and California are not included in AMI nor are customers in the WA service territory. Plans for integrating AMI into the WA service territory have not been determined at this time.

PacifiCorp is a regular participant in the Energy Imbalance Market (EIM) and as such has experience in ensuring that generating resources meet requirements for metering and scheduling capabilities whether the resource is participating and is bid into the market or is non participating and so not bid into the market yet recognized as a resource that can be netted against load. While to date no EIM entity has registered any DR programs with the CAISO, PacifiCorp has been actively working toward achieving this goal in 2021. Specifically, PacifiCorp is planning on using the CAISO's Proxy Demand Response (PDR)¹⁵ product to register existing and future DR programs. As described in more detail in the following sections and the Technical Requirements in Appendix B, in order to optimize the dispatch of PacifiCorp's resource, the Company requires that resources 3MW or greater meet the CAISO technical specifications required for PDRs.

Valuation of Demand Response Resources

PacifiCorp has many years of experience in the economic dispatch of demand response programs. These programs were initially designed to curtail or shift demand during the highest system peak hours of the summer to meet system reliability requirements.

¹⁴ Oregon Smart Grid Report <https://edocs.puc.state.or.us/efdocs/HAQ/um1667haq135238.pdf>

¹⁵ For more information regarding PDRs, please see <http://www.caiso.com/participate/Pages/Load/Default.aspx> and the PDR Best Practice Manual <https://bpmcm.caiso.com/Pages/BPMDetails.aspx?BPM=Demand%20Response>.

In recent years, PacifiCorp has expanded the manner in which demand response programs are dispatched (*i.e.*, use cases) beyond day ahead notice for shifting load from peak to off peak or interrupting peak load for 1-4 hours to include shorter notice events, including one-hour duration contingency reserve interruptions and fifteen-minute duration frequency response events. As PacifiCorp’s generation portfolio becomes increasingly renewable with inherently greater variability, the speed, seasonality and firm characteristic of the control that some DR resources can provide are anticipated to become more valuable to the system depending on how closely those characteristics align with need.

The grid services a resource can fulfill are described below in Table 7. Each of these services is essential to balancing grid needs but due to the dynamic nature of the grid, services can be more or less valuable from day to day and hour to hour. The value of these services will also vary year to year as the mix of resources changes, impacting the amount and type of services needs to integrate those resources with load. As a result, PacifiCorp will determine which services a demand response resource will be used for in any given period, within that resource’s capability.

Table 7. Balancing Area Grid Service Requirements

Grid Service		Definition	Sub-Group	Performance Specifics for Demand Response
Operating Reserves	Contingency Reserve	Used for compliance with NERC regional reliability Standard BAL-002-WECC-2a. Deployed immediately following unexpected outages of generation or transmission. Requirement is 3% of load and 3% of generation.	Non-Spinning Reserve	Deploy with less than 7.5-minute notice for 60 minutes. Not deployed in EIM.
			Spinning Reserve	Must begin responding in seconds, with full response in ten minutes, sustained for 60 minutes. Not deployed in EIM.
	Regulation Reserve	Used for compliance with NERC Control Performance Criteria in BAL-001-2. Deployed in response to variations in load and generation to manage Area Control Error.	Regulating Reserve	Deploy in no more than 30 minutes. Not deployed in EIM.
			EIM - RTPD	EIM 15-minute market. Deploy when called by EIM with 22-minute notice.
EIM - RTD	EIM 5-minute market. Deploy when called by EIM with 5-minute notice.			
Frequency Response Reserve	Used for compliance with NERC standard BAL-003-1. Deployed during interconnection underfrequency events.		Must respond within seconds, for five minutes, with restoration within 15 minutes. Can be provided simultaneously with spinning or regulation reserve.	
Capacity and Energy		Capacity and Energy Resources can help serve expected loads. Load and resources must be balanced.		Deployed on day-ahead or hour-ahead basis. Duration of one or more hours.

NERC – North American Electric Reliability Corporation

EIM – Energy Imbalance Market

RTPD – Real-Time Pre-Dispatch

RTD – Real-Time Dispatch

Demand response resources seeking to provide the grid services described in Table 7 are subject to certain key additional requirements. Demand response resources that can provide CAISO Settlement Quality Meter Data (“SQMD”) result in higher value because they are visible to the CAISO’s market processes and because they are able to support the required market settlement activities. SQMD is required for EIM participation but will also increase the value of a demand response program, even if it is only providing

day-ahead or hour-ahead capacity and energy. Programs which aggregate large numbers of small resources may be able to utilize the Company’s AMI systems to meet part of the SQMD requirements.

Resources which provide SQMD and are able to participate in the EIM Real-Time Pre-Dispatch (“RTPD”) market will receive notice of interruptions 22 minutes prior to the 15-minute interval in question, i.e. prior to clock minute :00, :15, :30, or :45. Resources are required to specify a variety of operational parameters such as the minimum and maximum durations for interruptions (in 15-minute increments), the minimum time between interruptions, and whether a resource can be dispatched in increments or only as block.

Resources which provide SQMD and are able to participate in the EIM Real-Time Dispatch (“RTD”) market have many of the same requirements as RTPD resources, but also must be able to respond to a new dispatch target for each five-minute interval.

Resources which do not provide SQMD can be used to provide contingency reserve or frequency response reserve if they can respond within the short notice allowed for those operating reserve services; however, the Company’s volume requirements for these services are limited. Once the Company’s requirements for these services are met, a lower valuation based on deployment for capacity and energy requirements would apply.

While there is added value from demand response resources that have SQMD, participate in EIM, or provide operating reserves, programs that do not meet those requirements can help the Company meet its capacity and energy requirements. The relative value of demand response programs to the system is dependent on their performance characteristics, with more value when the Company has greater flexibility. Table 8 identifies the minimum requirements for this RFP and the program performance characteristics which are likely to provide greater value. Program performance characteristics that are expected to have the greatest impact on valuation are listed first.

Table 8. DR Program Relative Value by Performance Characteristic

Program Performance Characteristic	Minimum Characteristic for RFP	Greater Value
Notice	Day Ahead	60 min, 22.5 min, 7.5 min, <2 sec
Cancellation notice	Day Ahead	Hour Ahead to no restriction
Ramp to Available Demand Reduction	1 hour	60 min, 22.5 min, 7.5 min, < 2 sec
Duration of Curtailment	1 hour / event	Shorter or longer duration as specified by PacifiCorp
Total Number of Events	10 events per season/year	More events per season/year
Event Frequency	1 per week	More events per day/week
Total Load Shed Capability	2 MW	25 MW or larger
Targeted Curtailment Capability	All participants / full load shed only (on/off)	Ability to follow changing targeted curtailment amount
Time for Program Growth to Total Load Shed Capability	3 years	Faster growth

Variations in program designs for the same customer end use demand can achieve different levels of controllability, leading to greater or lesser system value at differing costs. As a result, programs that achieve a subset of the capabilities identified above and do not require significant setup costs may be more cost effective than programs which can meet every use case. For this RFP, PacifiCorp expects that bidders will consider their cost to deliver the performance characteristics identified in Table 8 in designing

their offerings. For this RFP, respondents are asked to describe how their proposed program complies with the requirements for the use cases identified in Table 7 they expect to be able to provide.

Bids will be required to include the costs and program characteristics listed in the table below in the pricing performance template, Exhibit B.

Table 9. DR Program Characteristics

Program characteristics	Description, Options
Customer Type	Residential, small commercial, large commercial, industrial, irrigation
Controlled End Use	Select from list of end uses such as water heating, space heating, cooling, lighting, or other/custom end use
kW Availability	Timing of demand availability, seasonal or year-round
Metering requirement	AMI, SQMD plan, other option, none
Notice	Day ahead, 60 min, 22.5 min, 7.5 min, <2 sec
Cancellation notice	[if applicable]
Ramp time	1 hour or less
Max Duration of Curtailment	1 hour or more
Min Duration of Curtailment	[if applicable]
Number of Events	10 or more, and any daily, weekly, or seasonal restrictions.
Event Frequency	1 or more per week of availability
Maximum kW Capability and 10 yr. forecast	2 MW in 3 years or more and sooner and 10 year forecast of annual max kW
Proposed Use Cases	<input checked="" type="checkbox"/> Capacity and Energy (applicable to all programs) <input type="checkbox"/> Non-Spinning Reserve <input type="checkbox"/> Spinning Reserve <input type="checkbox"/> Regulating Reserve <input type="checkbox"/> EIM – RTPD <input type="checkbox"/> EIM – RTD <input type="checkbox"/> Frequency Response Reserve

Additional Value of DR

As Demand Response is a complex resource delivered with rapidly evolving technologies with the potential to greatly impact how our customers use energy services, DR programs have the potential to provide additional benefits to the utility system. Of particular value are those programs which provide

benefits to highly impacted communities and vulnerable populations.¹⁶ The secondary values may be difficult to quantify yet bring additional desirable qualities for our customers and will be considered to be rewarded in non-price scoring factors. These factors include;

- Bid Submittal Completeness
- Diversity in staffing and supplier workforce
- Equitable customer and community benefits
 - Customer outreach and incentive design with emphasis on equitable access,
 - Community benefits in design such as critical facility focus and community resilience values,
 - Local economic development

INTENT OF RFP

The Company is requesting separate proposals by program with budgets and strategies distinguishable by state if applicable. The Company reserves the right to make multiple awards to multiple vendors for any combination of programs. Although cost effective programs will be considered, of most interest to PacifiCorp are DLC DR programs located in **Oregon and / or Washington** with the following focus.

- 1) **Non-Residential Curtailment:** The Company requests Bidders to submit proposals on curtailment programs for its non-residential customers in Oregon and Washington. Of most interest is an Auto-DR approach or a combination of Auto-DR with manual options for customers.
- 2) **Residential and/or Small Commercial Smart Thermostat or Water Heaters:** The Company requests Bidders to submit proposals on smart thermostat programs and/or DLC of water heaters for its residential and/or small non-residential customers in Oregon and / or Washington.
- 3) **Irrigation:** The Company requests Bidders to submit proposals to expand and enhance irrigation DR in Oregon and to begin in Washington.

Program Scope of Work

The intent of this Scope of Work is to define the expectations and objectives of the requested programs.

- 1) Programs must be cost-effective to the Company and its customers.
 - a. The Bidder will be responsible for providing cost and performance inputs and assumptions needed to evaluate the cost effectiveness of the proposed program. (see Attachment B for response)
- 2) Programs must achieve 2 MW of quantifiable demand reductions within three years of operation.
 - a. Bidders should discuss how savings may vary by customer type and size, and what factors may affect realized savings. Provide supporting evidence, and reference relevant history, if applicable.
 - b. Bidders should be capable of providing a sufficient number of events to provide a valuable resource to the Company without disrupting customers.

¹⁶ <https://www.utc.wa.gov/layouts/15/CasesPublicWebsite/CasItem.aspx?item=document&id=00076&year=2019&docketNumber=190837&resultSource=&page=1&query=190837&refiners=&isModal=false&omItem=false&doItem=false>

- 3) Programs must demonstrate a strong focus on customer service, participation and satisfaction to both end use customers and internal PacifiCorp staff.
 - a. Includes targeted marketing and outreach plan designed to meet customer needs and successfully recruit participants
 - b. Proposal demonstrates efficient implementation of customer intake, care and program delivery strategy
 - c. Bidders should discuss plans to respond to customers' concerns within a reasonable timeframe.
 - d. Programs must include a dedicated staffing plan for direct customer support and coordination with PacifiCorp staff.

- 4) Programs must be designed to cover all program functions as a turnkey offer
 - a. Program functions can be grouped into the following four categories.
 1. Program Design/overall management
 2. Program Administration
 3. Equipment installation/O&M
 4. Connectivity, control, and bulk system integration
 - b. Bidders are asked to provide a turnkey solution (covering all program functions) and itemize costs allocated to each function as well as any sub-contracting designs.
 - c. In Oregon, Energy Trust delivers energy efficiency programs on behalf of all Pacific Power customers and overlaps with customer equipment and markets for demand response opportunities. Efficient coordination with Energy Trust is a requirement for any program working in Oregon.

- 5) PacifiCorp must be enabled to initiate events through the EMS using integrated vendor provided DRMS software and hardware which meets all cybersecurity and system integration requirements.
 - a. Vendor provided DRMS must meet integration requirements
 - b. PacifiCorp is only interested in programs with protected sharing of participating customer data and full visibility to demand reduction availability and achievement.

- 6) Bidders must meet minimum qualifications
 - a. At least 5 years of experience delivering similar DR programs which met goals
 - b. Demonstrated commitment to quality and customer service as evidenced by documented achievement of goals or within program evaluations.

BIDDER PROPOSAL REQUIREMENTS

Below is a summary of the key components that should be incorporated into the Bidder's proposal.

Program Design and Plan for Implementation

Bidders are expected to provide complete responses to all requests for information detailed in **Appendix B, Technical Requirements**.

Program functions can be grouped into four categories. Only bids which provide complete responses to each of these program functions as described in the technical requirements will be evaluated for cost effectiveness and potential contracting.

1. Program Design/overall management
2. Program Administration- customer participation, reporting
3. Equipment installation/O&M
4. Connectivity, control, and integration

“Start-up Plan”

Bidders should include a plan addressing any tasks needed prior to program startup. These tasks may include:

- 1) Development of detailed program forecast including savings targets, customer participation, and number of events.
 - a. If applicable, development of any necessary measure development such as energy savings calculations, third party product testing and certification (i.e., Energy Star), installation of equipment, measure life, and cost data.
- 2) Development of necessary software, databases, invoicing, and reporting mechanisms.
- 3) Scheduled time needed to adhere to the Company’s IT protocols and ensure secure data transfer of customer data.
- 4) Scheduled time for setup and testing of integration of resource aggregation platform with PacifiCorp’s EMS.
- 5) Development of timeframes/schedules.
- 6) If needed, any coordination services needed to align and leverage Oregon program design and delivery with Energy Trust of Oregon.

Costs

Bidders must provide a budget outlining all costs and aspects associated with the proposed proposal. Costs should be identified as listed within **TAB 1 of Exhibit B, Pricing and Performance Template**. If the Bidder proposes offering financial incentives to the Company’s customers these should be estimated and included in the proposed budget.

Programs should be priced to operate for five years with possible extension and modification to 10 years. Bidders should include five and ten years of pricing.

If there are any responsibilities and/or requirements the Company must undertake that are not included in the Bidder’s proposal these should be clearly defined in the proposal as well as any costs the Company might incur outside of the Bidder’s proposal.

BID EVALUATION¹⁷

PacifiCorp’s bid evaluation and selection process for this RFP will align with the process followed by the All Source 2020 RFP. The evaluation process is designed to identify the combination and amount of new resources, including both utility-scale resources and demand response, that will maximize customer benefits through the selection of bids that will satisfy projected capacity and energy needs while maintaining reliability. The models that PacifiCorp will use to evaluate and select the best combination and amount of bids are the same models that were used to evaluate proxy resources in PacifiCorp’s 2019 IRP. PacifiCorp uses the IRP modeling tools to serve as decision support tools that can be used to guide prudent resource acquisition paths that maintain system reliability at a reasonable cost.

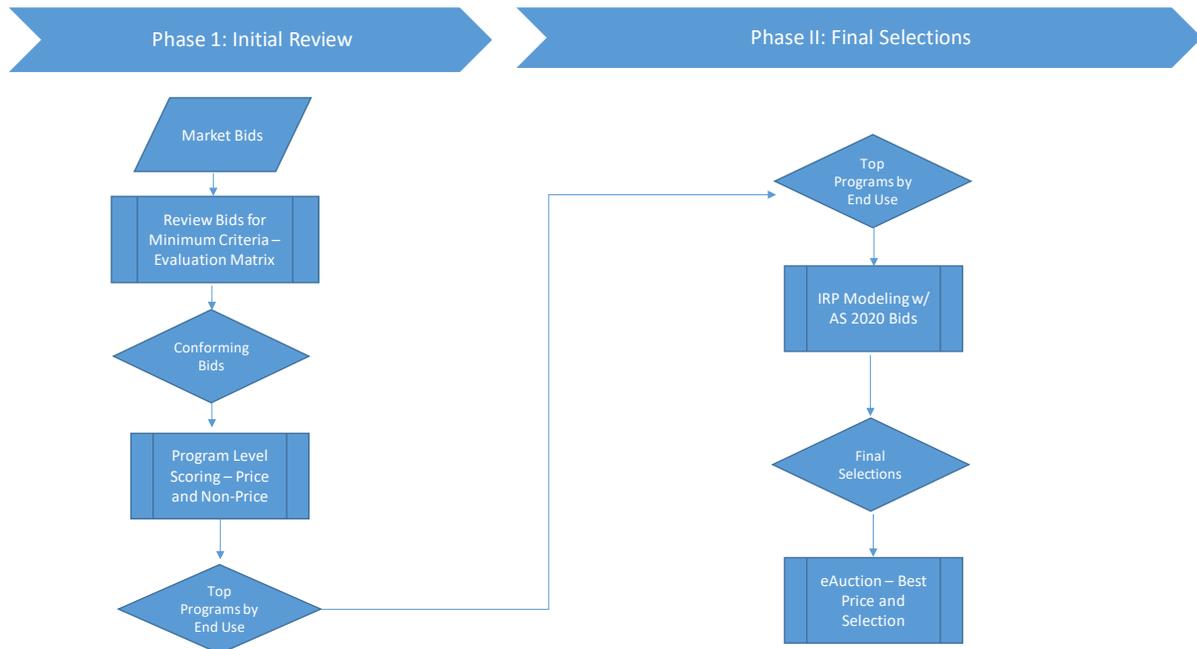


Figure 1. Bid Evaluation and Selection Process

¹⁷ Portions of this section of the 2021 Demand Response RFP is outdated. For an overview of the 2022AS RFP Evaluation and Selection process, please also see the [2022AS RFP - Main RFP Document](#) Section 6. Please note that all references to the 2019 IRP are outdated and the 2022AS RFP seeks resources consistent with the 2021 IRP. Similarly, all references to the AS 2020 are outdated and the demand responses resources bid into the 2022AS RFP will be considered alongside supply-side resources bid into the 2022AS RFP. All references to the performance optimization model (System Optimizer (SO)) are outdated as the 2021 IRP and the 2022AS RFP will use PLEXOS as the performance optimization model.

PacifiCorp will first evaluate proposals for conformance to the RFP minimum eligibility requirements and for completeness of response to technical requirements. Remaining bids will move to the Program Level Scoring step where bids are sorted by customer end use type and then ranked to determine the Top Programs by end use to be modeled within the IRP Final Short List Model with AS2020 shortlist bids. If selected as cost effective, all those associated top ranked DR program respondents will move to the final eAuction step where the vendor with the Best Price offered to deliver the program selected by the IRP model will move forward to contracting.

1. Conformance to Minimum Requirements and Evaluated Against Technical Requirements

Bids will initially be screened after receipt against minimum requirements for RFP conformance. Minimum screening criteria include;

- Able to achieve 2 MW of response within 3 years
- Day ahead notice for events
- Able to meet requirements for integration with PacifiCorp's Energy Management System
- PacifiCorp controls initiation of events through vendor provided hardware and software
- Meets all program design, qualification and equity considerations as outlined in this RFP

Evaluation against technical requirements will consist of whether the bid addressed each of the components for success in responses to the **Program Design and Implementation Plan** as detailed in **Appendix B, Technical Requirements** and the proposed **Start up Plan**. Bids which fail to meet technical requirements will be eliminated from consideration.

2. Program Level Scoring (Price (75%) and Non-Price (25%))

Bids are first grouped by state, customer type and end use type and then scored for price and non-price components. The intent of grouping bids is to identify mutually exclusive proposals for a given set of end use customers and limit IRP modeling to the top-performing proposals.

Price Scoring (75%)

Eligible bids will be evaluated using PacifiCorp's models to assess value based upon the cost (fixed and variable) and performance characteristics (kW availability and dispatchability) of the proposed program.

Costs for bid responses will include fixed costs (upfront plus ongoing regular program expenses) and variable, based on participation or kW demand enrolled. Fixed startup costs are levelized over the life of the program and combined with annual program expenses. Variable costs are applied based on program ramp rates for participation or enrolled kW demand assumed.

The estimated electric system benefits, or system value, of each proposal identified in the respondent's pricing template will also be quantified.

Benefits include;

- **Energy Value** – the estimated energy savings resulting from the DR program.
 - Energy value and the frequency of deployment will vary based on proposed performance characteristics, including notice, ramp, duration, and the amount and timing (availability) of controlled load.
 - This category also captures estimated benefits resulting from the re-dispatch of generation resources that would otherwise have been providing an ancillary service in the absence of the DR program. Provision of ancillary services requires the ability to respond at short notice, but actual deployment may be infrequent, depending on the program characteristics.
 - Energy and ancillary services value will be estimated based on forecasted hourly marginal costs from the PacifiCorp’s IRP production cost model.
 - This category will also capture estimated benefits from EIM participation and dispatch, where applicable. Sub-hourly benefits from EIM participation will be estimated from historical EIM price data.

- **Generation Capacity Contribution** – the degree to which a program contributes to system reliability, i.e. the ability to meet load and ancillary services requirements under strained conditions.
 - Each program’s capacity contribution will be calculated based on its characteristics, including notice, duration, and the timing (availability) of controlled load.
 - Capacity contribution will be calculated consistent with PacifiCorp’s 2019 IRP.¹⁸
 - The pricing methodology does not assign a value to generation capacity, but rather calculates the net cost of capacity for each by subtracting estimated energy, T&D, and line loss benefits from program costs.

- **Avoided Transmission and Distribution (T&D) Capacity Costs** – DR programs may reduce the need to upgrade transmission or distribution infrastructure to accommodate higher capacity.
 - Generic cost estimates from the 2019 IRP will be used unless location-specific information is available.
 - T&D capacity contribution will vary with program characteristics and may differ from generation capacity contribution.

- **Avoided Line Losses** – DR programs are expected to be reported and compensated based on the change in a customer’s metered demand. However, losses are incurred in the transfer of power to end-use customers from distant generation resources, with higher losses when power is delivered at lower voltages.

¹⁸ For additional details, please refer to PacifiCorp’s 2019 IRP, Volume II, Appendix N: Capacity Contribution Study. Available online at: <https://www.pacificorp.com/energy/integrated-resource-plan.html>

- The energy, generation capacity, and T&D capacity benefits identified above will be increased where appropriate to account for avoided line losses.

A price score will be assigned to each bid based on its costs net of its system value. This will be achieved by expressing the net cost of capacity as a “\$/kW” value based on the generation capacity contribution of each bid. If a bid has a net cost of capacity that is less than zero, the \$/kW value will be negative, and will be based on the maximum project output (equivalent to nameplate capacity), rather than the generation capacity contribution.

The resulting values for each bid will be force ranked, with a maximum of 75 points to the evaluated bid with the highest calculated net benefit by location, a minimum of zero (0) points to the evaluated bid with the lowest calculated net benefit; and the remaining bids scored on the 0 to 75 point scale according to the relationship of their respective calculated net benefits to those of the highest and lowest bids.

Non Price Scoring (25%)

25% of the bid scoring will be allocated to how well bids achieve the following qualitative characteristics within two categories.

Category 1: Bid submittal completeness (5 points)

Category 2: Diversity in staffing and supplier workforce (10 points)

- Provision of antidiscrimination policy plus provision of EEO-1, or if not a large enough business for EEO-1, actual quantities of diversity of staff by general categories, and
- >15% of total proposed contract to certified Minority and Women owned business, as subcontractor or primary

Category 3: Proposed delivery of equitable customer and community benefits with proven experience in doing so (10 points for one or more of the following)

- Customer outreach and incentive design includes emphasis on equitable access (examples include multi-lingual capability and tailored incentives) for >20% forecasted participants
- Community benefits in design such as critical facility focus and community resilience values, >20% program impacts (kW) design
- Local economic development – Program design incorporates partnering with local businesses for >50 % of delivery or equipment costs

The non-price score (up to 25 points) will be added to the price score (up to 75 points) for each bid resulting in a final weighted score between 0 and 100 points. Bids will then be ranked from high to low total score with each state, customer type and end use type grouping.



Response templates for cost and performance information are provided to ensure consistency in bid format. (See Exhibit B)

3. Top Programs Determination and Notification

The three highest scoring bids from each group of customer type and end use will make up the Top Programs which move forward to IRP modeling with the AS 2020 bids. PacifiCorp will notify bidders that were selected to the Top Programs at the end of Phase I.

4. Final Selections and eAuction

Top program proposals will move forward for combined consideration with Short List project responses from the AS 2020 RFP where the best combination of new resources will be determined within the IRP production dispatch model as the least cost least risk portfolio. PacifiCorp will use the same proprietary models used for the Phase I initial ranking. PacifiCorp will use its System Optimizer (SO) model (the same model used by PacifiCorp to develop resource portfolios in the 2019 IRP) to develop a resource portfolio.

PacifiCorp will summarize and evaluate the results of its scenario risk analysis, considering PVRR results, to identify the specific least-cost bids.

Demand response programs which are selected within the least cost least risk portfolio of resources will move forward to eAuction where the top three bidders per group may revisit pricing to determine the Best Price to meet the selected program characteristics.

Consideration of non-price scores in valuation of final sections:

As described in step 2, bids will be eligible to receive non-price scores with up to 25% weighting used to rank the bids to select top programs. In addition, those bids that receive points for Non-Price categories, will be assigned up to 10% secondary value credit in the IRP modeling step (5% for Category 1 points and 5% for Category 2 points).¹⁹

This credit of up to 10% will be applied as a reduction to program cost when modeled in the IRP tools, similar to how energy efficiency in the Northwest is assigned a conservation credit in evaluating cost effectiveness. All applicable non-price program characteristics present in the final bids will remain as required characteristics in eAuction.²⁰

SCHEDULE²¹

Table 10. Targeted Program Project Timeline

Milestone	Date
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¹⁹ This section is outdated. Please see the 2022AS RFP - Main RFP Document, Section 6 for Bid Evaluation and Selection process

²⁰ eAuction will not be used to evaluate or receive pricing into the 2022AS RFP

²¹ The Schedule in the 2021 IRP is outdated. Please the 2022AS RFP - Main RFP Document for the current 2022AS RFP schedule.

RFP Issued	2/5/2021
Last Day for Written Questions Due	2/15/2021
Written Responses to Questions Posted	2/23/2021
Proposals Due	3/15/2021
Short List Notified	4/20/2021
Bidder's Selected	5/20/2021
Estimated Program Implementation to Begin	Q4 2021

PROPOSAL FORMAT

Bidders should organize the proposal into the following sections in either Microsoft Word files and/or Adobe Acrobat pdf files. The table of contents and organization of the proposal must be ordered as described below. Please include as many subdivisions as deemed necessary. Note: proposals should be no more than 50 pages in total, including appendices.

- 1) **Cover Letter** – Bidders should include an overview of its organization, rationale why the organization is a good fit, and the expected team composition, including resumes.
- 2) **Program Design / Plan for Implementation** – The Bidder should describe the approach and methodology for the proposed program. The Bidder should address all technical requirements listed in **Appendix B**, Technical Requirements and complete **TAB 2** of **Exhibit B**, Program Characteristics .
- 3) **“Start-up” Plan**
- 4) **Cost** – The Bidder should provide a budget for the proposed programs in a separate file. Bidders should use the **Exhibit B**, Program Characteristics, Pricing Template (**TAB 1**) with costs itemized by major program function category.
- 5) **References** – The Bidder should provide at least three reference and qualifications for at least two examples of similar work successfully conducted for other utilities.
- 6) **Timeline** – The Bidder should include a timeline demonstrating the Bidder’s ability to begin offering the program to the Company’s customers by the estimated program implementation deadline specified in the Schedule.

2022AS RFP

Appendix Q-1.03

Appendix B:

Technical Proposal Requirements

PROGRAM DESIGN AND PLAN FOR IMPLEMENTATION

Program functions can be grouped into four categories. Only bids which provide complete responses to each of these program functions as described in these technical requirements will be evaluated for cost effectiveness and potential contracting.

1. Program Design and Overall Management
2. Program Administration
3. Equipment Installation and O&M
4. Connectivity, Control, and Integration

For each of the program function categories, the following sections specify what the Company is seeking in DR program responses to show how the proposed program will meet these expectations. Only responses that satisfactorily address how each expectation will be met will move forward as a Conforming Bid in the bid evaluation and scoring process.

1. Program Design and Overall Management

Company expectations:

The Program Design and Overall Management function is where the overall vision and accountability for program performance lies. The Company is looking for a response that defines pragmatic, achievable results for the customer type, service territory, and given technology, grounded in vendor experience in design and successful delivery of similar programs.

The Company is looking for responses that demonstrate

- Program design that balances the customer's perspective and needs with Company need for reliable firm resources
- Efficient customer targeting and marketing strategy
- Vision in maintaining relevance and adaptability from customer and Company standpoint
- Attention to details as evidenced by QA and QC plans, staffing and subcontracting plans to efficiently integrate all aspects of program implementation.

Business Function	PAC	Vendor
Definition and Delivery of Program Parameters	Review and coordinate / fine tune to system needs	Overall design and ensures delivery to that design
Initiation of Load Control Events	Full control over event initiation	
Provision of Technology Products and Services		Delivers and is accountable

Business Function	PAC	Vendor
Plan for Identification and targeting of participants	Review and coordinate, providing information where needed	Delivers and is accountable
Marketing and Outreach Plan Development	Review and coordinate	Deliver and is accountable
EM&V	Contracts with independent third party for evaluation of program	Supports as necessary
Coordination with Energy Efficiency Programs	Accountable and coordinates	Integrates into design and implementation

Response Requirements:

Bidders should provide a high-level overview of each proposed program. This should be a concise summary of the proposed program, highlighting unique elements of the program including the strategy to scale the program to a minimum of 2 MW within 3 years and continued growth plan through year 10. In addition, Primary bidder should provide evidence of 5 years of experience in designing and delivering programs similar to what is being proposed including evaluation results or other recommendations.

Bidders should describe the capability of the proposed program, including:

- A. Identification and Targeting of Participants – Strategy to Achieve Demand Reduction
 - i. Location of program within PacifiCorp’s service territory
 - ii. Bidder should describe their participant assessment plan, including how a customer can provide demand reductions and any assumptions regarding customer requirements for participation (e.g. onsite wi-fi).
 - iii. Customer sector and customer type that is targeted
 - a. Residential (single family, manufactured home)
 - b. Multifamily
 - c. Small Business
 - d. Commercial
 - e. Industrial/Manufacturing
 - f. Irrigation
 - iv. Customer end use and equipment to be controlled
 - v. Non-energy impacts of proposed program to participants, society, and the utility system
 - vi. Description of design elements for equitable customer access to programs and / or community benefits, examples include:
 - a. Customer outreach and incentive design includes emphasis on equitable access (examples include multi- lingual capability and tailored incentives)
 - b. Community benefits in design such as critical facility focus and community resilience values
 - c. Local economic development – Program design incorporates partnering with local businesses
- B. Marketing and Outreach Plan
 - i. Development and creation of targeted marketing materials
 - ii. Customer recruitment and intake strategy
 - iii. Recruitment plan for customers and Trade Allies, if applicable
- C. Financial Incentives

- i. Describe if and how customers will receive any financial incentives. Describe one-time incentives and reoccurring incentives.
 - ii. Provide supporting methodology for incentive plan described.
- D. Program Performance Forecast (kW)
 - i. Description of customer baseline and any underlying assumptions employed to develop the proposed program performance forecast.
 - ii. By State(s)
 - iii. By Customer type
 - iv. Complete Appendix B, Pricing and Performance Characteristics, Tabs 1 and 2 separately for each program proposed and state, if applicable
 - v. Describe resource connectivity assumptions and service/maintenance costs to improve that availability if less than 95% (i.e. average program kW connectivity percentage)
- E. Load Curtailment – Overall Process

Describe the approaches, processes, and equipment to be used to execute load curtailment at customer facilities. Discuss the anticipated actions required of customers (may vary by customer), and any automated load response that may be employed.
- F. Energy Efficiency

Describe if and how the proposed program can help customers realize energy savings (kWh) as well as an estimate of that energy savings. For programs in Oregon, describe how the program will efficiently coordinate with Energy Trust offerings and trade ally network, if applicable.
- G. Technology

If the proposed program includes a web portal or smart phone app, describe and provide graphics (screen captures or other appropriate) illustrating what a customer would see, and what they would do to respond to events, set up their device preferences, and monitor energy usage.
- H. Quality Assurance and Quality Control (QA/QC)

Describe the QA/QC activities that will be part of program delivery.
- I. Staffing Plan
 - i. Describe how these tasks will be resourced including number of FTE, experience and location of staff and subcontractor plans to achieve program success
 - ii. Describe diversity in staffing and subcontracting plan
- J. Additional Items
 - i. Coordination with the Company's independent Evaluation, Measurement and Verification (EM&V) vendor.
 - ii. Ability to assist Company with regulatory commission data requests and explanations related to the program.
- K. Additional Services

The Company values additional products/services that can be bundled with the program and monetized to bring additional value. To that extent, specify the types of products/services which could be bundled with the proposed program.

L. OPTIONAL – Response to Non Price Scoring Elements (Appendix B, Tab 3)

Category 1: Diversity in staffing and supplier workforce (10 points)

- Provision of antidiscrimination policy **plus** provision of EEO-1, or if not a large enough business for EEO-1, actual quantities of diversity of staff by general categories, and
- Demonstrate how >15% of total proposed contract is for certified Minority and Women owned business, as subcontractor or primary

Category 2: Describe how the proposal meets one or more of the following three areas of equitable customer and community benefits with past examples of experiences in achieving these design aspects (up to 10 points for one or more of the following)

- Customer outreach and incentive design includes emphasis on equitable access (examples include multi- lingual capability and tailored incentives) for >20% forecasted participants
- Community benefits in design such as critical facility focus and community resilience values, >20% program impacts (kW) design
- Local economic development – Program design incorporates partnering with local businesses for >50 % of delivery or equipment costs

2. Program Administration

Company expectations:

High customer satisfaction is the Company’s expectation for any program we offer. The way in which the program is administered plays a central role in this desired outcome. The Company is looking for a response that prioritizes customer service and strives to minimize customer transaction cost through efficient enrollment and incentive processing with targeted delivery of marketing materials that focus on the customer business case.

The Company is looking for responses that demonstrate

- Vendor ownership of customer recruiting and enrollment with Company review and support
- Efficient customer targeting and marketing strategy
- Vision in maintaining relevance and adaptability from customer and Company standpoint
- Attention to details as evidenced by QA and QC plans, staffing and subcontracting plans to efficiently integrate all aspects of program implementation.

Key Business Function	PAC	Vendor
Customer intake, care and delivery	Review of design and support with customer data	Designs and implements

Key Business Function	PAC	Vendor
Development of Marketing Materials	Review and sign off	Develop, create and distribute
Customer Services & Satisfaction	Review and support	Provides these services
Data Support and Performance Analyses	Review and support	Full reporting, tracking, estimating of savings, provision of sufficient sample size results
Billing and Settlement	Review and support	Incentive processing, Conduct measurement and verification for estimation of load impacts (method to be agreed upon mutually with PacifiCorp).

Response Requirements:

The administrative activities below are expected by the Company at a minimum. Bidders should include a description of how they will achieve these activities.

A. Customer intake, care and program delivery

- i. Customer verification and eligibility, at intake and ongoing
 - a. The Company will be responsible for providing customer data including at least monthly updates via a secure file transfer or other means from its billing system for eligible customers and responding to any requests to confirm customer eligibility.
- ii. Implementation of customer Outreach and Marketing plan
 - a. Creation and posting of marketing materials
 - b. Coordination with energy efficiency marketing
- iii. Customer service components such as:
 - a. Toll-free number
 - b. Customer correspondences and complaints procedure
 - c. Customer experience reporting
- iv. Trade Ally recruitment and management (if applicable)
- v. Discuss coordination plan with Company staff, including key account managers.
- vi. Incentive processing
- vii. Quality Assurance/Quality Control (QA/QC) review

B. Data, Reporting, and Communications

- i. Describe methods and process for measurement of demand reduction savings (kW) of individual customers and aggregated events
- ii. Creation, tracking and maintenance of customer's data, project Data, and financial data
- iii. Coordination with Company staff on database design, data fields, reports, cost-effectiveness screening, process and impact evaluations, and savings verification.

- iv. Delivery of regularly reporting and communications to the Company including program progress, successes and challenges financial metrics, and energy metrics
 - v. Submittal of monthly invoices in the format required by the Company and ensure proper cost accounting is used on all invoices submitted for payment.
 - vi. Responsiveness to Company requests for assistance with data requests and regulatory compliance needs
 - vii. Assurance of secure data storage and transfer, customer information exchange agreement with the Company
- C. Savings Measurement and Quantification
Describe the methodology and any calculations used to qualify, measure and verify the demand reduction savings (kW) for the Company.
- D. Quality Assurance and Quality Control (QA/QC)
Describe the QA/QC activities that will be part of program delivery.
- E. Staffing Plan
Describe how these tasks will be resourced including number of FTE, experience and location of staff and subcontractor plans to achieve program success

3. Equipment installation/O&M

Company expectations:

This function is the connection to customer load and is established and maintained with high quality, efficient results in a professional manner.

The Company is looking for responses that demonstrate

- Expertise in customer equipment specification and installation
- Importance of staff training and professionalism

Business Function	PAC	Vendor
End-Use Control Devices and Systems Definitions	Review design plan	Define technical specifications of equipment and installation practices
Equipment installation		If applicable, installations completed in profession, efficient, safe manner
Ongoing equipment reliability		Accountable for program reliability and availability

Response Requirements:

The administrative activities below are expected by the Company at a minimum. Bidders should include a description of how they will meet these activities, if applicable.

A. End-Use Control Devices and Systems

Provide technical descriptions of any end-use devices and systems being proposed on customer premises (e.g., gateway devices, load control relays, building energy management control system (EMCS).), as well as the end-uses they might control.

B. Software and Equipment Installation Process and Practices

- i. Include a discussion of the equipment needed to complete installation, amount of time needed to install in a facility, and any requirements from the customer.
- ii. Bidders should describe any current network of equipment installers and/or proposed subcontractor/subcontracting approach for conducting a site assessment and equipment installation. Discussion should address the following:
 1. Existing or planned coverage in/near the Company's service territory.
 2. Qualification requirements for using subcontractors and the process for identifying, training, and utilizing local contractors, if applicable.
 3. Complementary energy efficiency use - installers, equipment, leveraged delivery
- iii. Describe the process for evaluating performance, ensuring professional conduct, and maintaining adequate capacity to meet program goals.
- iv. Describe practices for verification and testing to ensure end-to-end communication and full functionality. Include discussion of periodic testing and pre-curtailment season testing (for winter and summer).
- v. Plan to undertake preventive maintenance on program equipment and software to ensure reliable, safe operation

4. Connectivity, control, and integration

Bidder should describe and diagram proposed program solutions for connectivity, control and integration of individual devices including; Head end application and control system elements, key interfaces with end use devices and PAC, communications, monitoring, and metering to deliver a load shed signal to customers and end devices and return path for communications and data transfer back to the Company.

Technical requirements include the following;

- Vendor provides fully integrated architectural solution
 - Utility interface
 - Head end application
 - Load control devices
 - All necessary communication between utility interface, head end and load control devices
- Capable of curtailing the contracted amount of load within the agreed upon time of dispatch by PacifiCorp.

- The Company must retain the ability to selectively control the amount and duration of the demand reduction in a predetermined manner
- Provision of curtailment forecasts for full deployment, including seasonally, monthly, and day ahead
- Provision of near real time monitoring of curtailments in process
- Provision of post event reporting on demand reduction achieved
- Ability to comply with CAISO requirements as a participating or non-participating resource when \geq to 3MW.
 - Business Practice Manual for Demand Response
<https://bpmcm.caiso.com/Pages/BPMDetails.aspx?BPM=Demand%20Response>
 - Business Practice Manual for Metering
<https://bpmcm.caiso.com/Pages/BPMDetails.aspx?BPM=Metering>
- Integration with EMS

Bidder's response should address how the program solutions meet each of these requirements and address the following elements.

A. Head End Application

Based on the system-level diagram, provide technical descriptions of the system management software that is proposed for the control of all deployed load control equipment and other infrastructure that may need to be controlled and managed.

a. Operator Interface

Describe and provide graphics (screen captures or other appropriate) illustrating what an operator would see, and what they would do to set up an event, trigger the event, and then monitor its progress and effectiveness.

b. Control Strategy Validation

Describe how your process will be tested when new load control strategies are implemented

c. Hosting

Based on the system-level diagram explain the options of whether the interface is hosted at the utility or the bidder's site as SaaS or a Cloud Based solution.

d. Status and Reporting

Based on the system-level diagram, describe your reporting capability as it relates to displaying the current system status and to log system status and activity for subsequent analysis.

Describe the data reports available for each element of the system.

e. 24-hour contact information

Describe plan for 24hour access to technical experts to address issues in a timely manner. The EMS is a 24 x 7 operating system and if there is an issue/problem with head end software then this may need immediate attention.

- B. Describe preventative maintenance of program equipment and software to ensure reliable, safe operation
- C. Describe Interoperability features and scalability of design
 - a. Communication and control protocols support of open interoperability standards interfaces
 - b. Upgrades forecasted over lifetime, plan for compliance with anticipated future industry standards
- D. Execution of Events
 - a. Plan for delivery of forecasted and actual demand reduction per event
 - b. Methodology and calculations used to qualify, measure and verify demand reduction
- E. Plan for secure data storage and transfer to the Company
 - a. Quality control plan
- F. Plan for providing visibility of program deployment / location / impacts to distribution planning functions of the Company
- G. Communication Infrastructure
 - a. Describe any communication infrastructure needed and how it will be used.
 - b. Based on the system-level description, provide a complete description of the communication infrastructure that will be needed and how it will be used.
 - c. Discuss the flexibility and adaptability of communications options used to monitor, control, and manage the remote devices. Discuss your ability to upgrade the communications options to adopt new technology and/or systems and services (e.g., AMI). Provide information about your proposed future communication options, the proposed time frame for these, and the additional features and capabilities this will provide
- H. Metering
Describe the type of metering that will be employed and frequency and resolution by which metering information will be relayed to the Company and summary reporting.

Also indicate any requirements for the Company's installed metering, or the Bidder's intended use of Company meter data.

2022AS RFP

Appendix Q-1.04

2021 Demand Response RFP

PacifiCorp Professional Services Contract

EXHIBIT C

FORM OF ACCEPTABLE LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: _____

BENEFICIARY:

PacifiCorp, an Oregon corporation

[Insert Address]

Re: Letter of Credit No. _____

At the request of [Insert Contractor's legal name], ("Account Party"), [Bank] ("Issuing Bank") hereby establishes our Irrevocable Standby Letter of Credit ("Letter of Credit") in your favor for the aggregate amount of [_____]United States Dollars [(\$_____)], available to you at sight upon demand at our counters at [Location] _____ on or before the expiration hereof. Any request by you to draw on this Letter of Credit must be accompanied by the original or a certified copy of the original of this Letter of Credit, together with a completed certificate in the form attached hereto as Exhibit "_-1", signed by a person purporting to be an officer or authorized agent of you and dated the date of presentation.

We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified.

Partial drawings and multiple drawings are permitted hereunder.

The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through the Issuing Bank referencing this Letter of Credit No. _____.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the

provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern.

With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed two (2) banking day following the date of its receipt of documents from the Beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform the Beneficiary accordingly.

This Letter of Credit shall expire at the close of business on [date that is beyond the statutory period for filing a lien after the contract end date]. However, it is a condition that this Letter of Credit will automatically extend without amendment for additional periods of one (1) year each from the present or any future expiration date, unless at least sixty (60) days prior to any such expiration date we shall notify you by registered mail or overnight courier at the above address that we elect not to extend this letter of credit beyond the current expiry date, in such event you may draw on the stated amount of this Letter of Credit within the current expiration date.

In the event of an Act of God, act of terrorism, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiration date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

This credit is transferable in its entirety (but not in part). Any transferee shall succeed to all of the rights of the Transferor hereunder. A Transfer of the right to draw under this credit shall be effected by our receipt of this credit and a signed completed request for transfer in the form of Exhibit "-2" hereto. We shall effect the transfer and advise the parties accordingly.

[BANK SIGNATURE]

FORM OF LETTER OF CREDIT DRAWING CERTIFICATE

The undersigned hereby certifies to [Bank] (“Issuing Bank”), with reference to the Irrevocable Standby Letter of Credit No. _____ (“Letter of Credit”) by the Issuing Bank in favor of PacifiCorp, an Oregon corporation (together with any transferee under the Letter of Credit, called “Beneficiary”), that because [check at least one (1) of the following, as applicable]:

(1) a Contractor Event of Default has occurred or is continuing under the [contract name] (including but not limited to as a result of the Account Party’s failure to strictly comply with the Milestone Schedule (as defined in the [contract name], dated as of _____, 20__), between Account Party and Beneficiary) or failure to pay Beneficiary when due and payable any amounts respecting Delay Liquidated Damages (as defined within [contract name]) or any other default or material breach of the [contract name] by Account Party);

(2) the [contract name] has been terminated prior to [insert contract end date], in accordance with Section __ of the [insert contract name];

(3) the Letter of Credit is due to expire within thirty (30) days and Beneficiary and Account Party have not mutually agreed in writing to an extension thereof; or

(4) the Letter of Credit has ceased to satisfy the requirements for an Acceptable Letter of Credit (as defined in the [contract name]).

Beneficiary is drawing upon the Letter of Credit in an amount equal to \$_____, which amount is not in excess of the remaining undrawn portion of the Letter of Credit as of the date of this Certificate.

Name of Beneficiary: _____

By: _____

Name: _____

Title: _____

_____, 20__

Exhibit -2
**TRANSFER OF LETTER OF CREDIT IN ITS ENTIRETY
TO STANDBY LETTER OF CREDIT NO. _____**

TO: _____ FROM: _____
RE: LETTER OF CREDIT NO. _____ ISSUED BY: _____

We, the undersigned beneficiary, hereby authorize and direct you to transfer irrevocably the referenced letter of credit in its entirety

To: _____
Whose Address is: _____

(Herein called the "transferee") with no changes in terms and conditions of the Letter of Credit.

We are returning the original instrument, including original amendments, if any, to you herewith in order that you may deliver it to the transferee together with your customary Letter of Transfer.

Any amendments to the Letter of Credit that you may issue or receive are to be advised by you directly to the transferee, and the documents (including drafts if required under the Credit) of the transferee are to be processed by you (or any intermediary) without our intervention and without any further responsibility on your part to us.

We understand that pursuant to U.S. law, you are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S. Department of Treasury, or subject to the denial of export privileges by the U.S. Department of Commerce.

****THE SIGNATURE OF THE BENEFICIARY
WITH TITLE AS STATED CONFORMS WITH
THAT ON FILE WITH US AND IS AUTHORIZED
FOR THE EXECUTION OF SUCH INSTRUCTION.**

By: _____ (Official Bank Stamp) _____ (Name of Bank) _____ (Address of Bank) _____ (Authorized Signature) _____ (Title) _____ (Telephone Number) _____ Date: _____	By: Date:	_____ (Name of Beneficiary) _____ (Authorized Signature) _____ (Title) _____ (Telephone Number) _____
---	--------------------------------------	---



PacifiCorp
Procurement
 825 NE Multnomah Street, Suite 1800
 Portland, Oregon 97232

Purchase Order

Shipping Address
PacifiCorp Lloyd Center Tower 825 N.E. Multnomah PORTLAND OR 97232
Vendor Address
Billing Address
PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208 - 3040

Information
P.O. Number
Date
Vendor No.
Payment Terms Description
Buyer
Phone
Fax
Delivery Date
Inco Terms Description
Inco Terms (Part X)
Show the Purchase Order Number on all packages, invoices, bills of lading and correspondence. Send invoices to Accounts Payable Department. Notify buyer immediately: (1) if unable to ship or deliver on dates specified below or (2) when description is incorrect or superceded.

Shipping Instructions:
Currency: USD
 Valid From:

Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
10							

Exhibit F

Contractor Health, Safety and Environmental

Contractor: _____

Applicability

The health, safety and environmental requirements below apply to all contractors performing work at all PacifiCorp worksites. The contractor named above (hereinafter, Contractor) shall also ensure compliance with these requirements by all of its subcontractors of every tier. Any, and all training required in order for Contractor's personnel and the personnel of Contractor's subcontractors to comply with these requirements shall be received by those personnel prior their performance of applicable work. All such training shall be at Contractor's expense.

Security

Contractor shall be responsible for the security of all contractor-furnished material and equipment, as well as any PacifiCorp-furnished material and equipment received by Contractor.

The PacifiCorp project manager or other on-site PacifiCorp project supervisory personnel (hereinafter, PacifiCorp Supervisor) may require identification of persons entering or leaving PacifiCorp sites or project sites. PacifiCorp may also require searches of vehicles entering or leaving its sites or project sites. PacifiCorp-owned project materials may only be removed from project sites with prior express written approval from the PacifiCorp Supervisor.

Contractor shall each day provide the PacifiCorp Supervisor the number of contractor personnel working on the project and when, where, and what work will occur.

Personal Protective Equipment Requirements

On all PacifiCorp work sites including pre-bid meetings and job walks.

Contractor shall ensure that their employees are provided with and wear;

- Non-Metallic Hard Hat satisfying ANSI Z89.1-2003 Class E
- Safety Glasses with Side Shields, satisfying ANSI Z87.1 -2003
- Safety Footwear, satisfying ANSI Z-41/ ASTM F2413 with a class 75 rating
- Synthetic clothing should not be worn on any PacifiCorp worksite where energized work may be performed

When work is to be performed by Contractor on Electrical Equipment that is or may become energized, at 50 volts or greater, or within the area of a Sub-Station, Contractors employees shall wear, at a minimum;

- Long sleeve FR Shirts with an ATPV of 8.0 cal/cm² for shirt fabrics), with sleeves rolled down and buttoned. Note: Shirts or clothing with a higher ATPV may be required for

work on some equipment at those sites where indicated by signage. Consult with PacifiCorp Supervisor to determine applicability of higher levels of protection.

When setting or removing meters from energized meter bases Contractors employees shall utilize;

- o Face Shields that satisfy ANSI Z87.1 -2003

Tools, Equipment and Safety Supplies

Except as specifically noted elsewhere in the contract, Contractor shall provide all tools, equipment and supplies, including safety supplies, to perform the work in a safe and appropriate manner.

Safety, Health and Environmental Accident and Damage Prevention

Prior to starting any work, Contractor shall inspect the project site to ensure Contractor fully recognizes and understands all health, safety, and environmental site conditions. Contractor shall also, prior to starting work, review and understand all health, safety, and environmental laws, regulations, permit conditions, and requirements applicable to performance of Contractor's project work.

Prior to start of any work, Contractor shall ensure that each of its employees and its subcontractors are fully informed concerning all applicable safety, health, environmental and security regulations and project requirements, as well as all pertinent health, safety or environmental site conditions.

Contractor shall ensure, through health, safety & environmental discussions each day that all workers present are fully informed concerning all applicable safety, health, environmental and security regulations and project requirements, as well as all pertinent health, safety or environmental site conditions or potential injurious exposures. Contractor shall ensure all workers at each of Contractor's PacifiCorp work locations each day participate in these discussions on the health and safety aspects and potential environmental impacts of the day's work. Such meetings or discussions shall be repeated any time there are changes in the work group or work conditions resulting in new hazards or new potential exposures. These meetings shall be documented on a contractor provided form. Example *Tailboard forms* are attached for your reference. These documents shall be retained with project documentation and available to the PacifiCorp Supervisor.

Contractor shall conduct operations in such a manner as to prevent or control the risk of bodily harm to persons, environmental damage or releases, and/or damage to property. Unsafe, unhealthful and environmentally threatening conditions shall be addressed immediately. Records shall be generated of all such conditions and all steps undertaken to mitigate them.

Contractor shall ensure that when working on or in the area of energized, unguarded electrical equipment, or equipment that may become energized at 50 volts or above, that such work is

performed by Qualified Persons. When work that is typically completed by non-high voltage electrical contractor is being performed they shall provide a Qualified Person to act as a safety watch and be responsible to monitor all work of non-qualified workers, on a continuous basis, stop any work that could create a hazard, and ensure all safety rules are observed. The qualified person shall ensure that a job briefing is conducted with the persons under his care before each job

Contractor shall ensure compliance with all applicable requirements set forth in OSHA, DOSH, DOT, EPA or any other applicable Federal, state and/or local regulations. Such responsibility shall apply to both its operations and those of its subcontractors. When a PacifiCorp Supervisor notices infractions of safety, health or environmental requirements and notifies Contractor, Contractor shall immediately correct the condition and record the actions taken to make such corrections.

In the event Contractor fails to promptly correct any noted infraction of safety, health, or environmental requirements, or if there is a safety or environmental incident, a PacifiCorp Supervisor may order a suspension of the work via the *Health, Safety or Environmental Incident Notice*. When satisfactory corrective action is complete, an order to resume work will be issued by a PacifiCorp Supervisor. Contractor shall not be entitled to any extension of time or any claim for damage or excess costs by reason of a notice of infraction, a suspension order, or any corrective action. Failure of PacifiCorp to order discontinuance of Contractor's operations shall not relieve Contractor of its responsibility for the safety of personnel and property.

Contractor is responsible for the manner in which all tools and equipment are stored, handled transported, and used, and for the proper use of safety equipment and devices necessary to safeguard personnel at the site, including those of PacifiCorp and other contractors.

Contractor will furnish its personnel with personal protective equipment, appropriate to the specific work activity, in accordance with applicable regulations and PacifiCorp site rules. All of its personnel shall wear appropriate protective equipment for the tasks undertaken.

All vehicles shall have seats firmly secured and adequate for the number of occupants to be carried. Personnel shall not ride in or upon any moving vehicle, except in a seat or other space specifically designed for human occupancy and in the manner for which it was designed. Seat belts and anchorages meeting the requirements of 49 CFR Part 571 (Department of Transportation, Federal Motor Vehicle Safety Standards) shall be installed in all motor vehicles and shall be used by all occupants at all times when the vehicle is in motion.

Tobacco-Free Workplace Policy

PacifiCorp is a Tobacco-Free Work Place. Tobacco use is prohibited in all PacifiCorp buildings, facilities or property. The policy applies to any person on property subject to the control of PacifiCorp. See the attached Tobacco-Free Workplace Policy.

Site control

Contractor shall furnish and utilize safety devices and equipment as appropriate to secure the jobsite and safeguard its personnel, as well as PacifiCorp and subcontractor personnel and members of the public.

Contractor shall at all times maintain the jobsite in the safest condition reasonably possible. At all times, it shall be Contractor's duty to correct or arrange to give warning of any hazardous condition. Appropriate precautions and security shall be established by Contractor to protect the public from site hazards and to reduce the site's potential as an attractive nuisance.

Barriers, barricade tapes and signs shall identify unsafe conditions. Danger area signs and barricades shall be designated by a predominantly red color. Danger area barricade tape shall be red and shall be lettered with either "DANGER" or "DANGER - DO NOT ENTER."

Caution area signs, barricades, and barricade tape shall be designated by a predominantly yellow color. Caution area barricade tape shall be yellow and shall be lettered with "CAUTION."

Barricades and barricade tape and/or flagging shall have properly completed information signs attached in a conspicuous location at each entry point stating the date, reason for the barricade and the person to contact for additional information. Signs, barricades, or other precautionary material shall be removed immediately upon termination of the hazard.

PacifiCorp uses a protective switching and tagging procedure to ensure systems are safe prior to work being performed on them. Contractor shall familiarize its personnel and the personnel of its subcontractors with the *Switching Terminology* and the *Switching Order Processing Policy* documents, and shall follow all Dispatch and Grid Dispatch procedures appropriate for the work.

In the event of an incident requiring outside assistance, Contractor's personnel shall call 911 (local county dispatch emergency number) in order to receive the appropriate emergency assistance.

All accidents and fires are to be reported to Dispatch and to the PacifiCorp Supervisor. The person that reports the emergency must give his name, state the nature of the emergency and the location of the emergency. The Dispatcher and the PacifiCorp Supervisor will log the event and notify PacifiCorp Risk Management.

In the event of a fire, accident, or evacuation emergency, Contractor must assemble and account for its personnel. Upon completion of an accurate personnel count, Contractor is to report the status of its personnel to the PacifiCorp Supervisor.

Incident Reporting

Contractor shall maintain an accurate record of all cases of property damage and of death, occupational diseases, or injury to its employees or to any third parties that are related to performance of work under the contract. All such incidents shall promptly be reported to the PacifiCorp Supervisor on a *Contractor Incident Report*.

Weekly Reporting

Additionally every Wednesday before 1PM Contractor shall provide either electronically or via fax a copy of the *Contractor Safety Report* of any incidents that have occurred since the previous report. If no incidents have occurred a Copy of the *Contractor Safety Report* shall be submitted denoting no incidents. This is required whenever contractor has any personnel working on any PacifiCorp property. *Contractor Safety Report* is attached for your use.

In the event of an environmental release, Contractor's personnel shall immediately contact the Spill Hotline answering service at (800) 947-7455. In addition, all environmental incidents shall be reported to the PacifiCorp Supervisor.

Hazardous Materials

Contractor's personnel and those of its subcontractors are required at all times to be familiar with and abide by all provisions of the OSHA Hazard Communication Standard and SARA Title III, Emergency Planning and Community Right-to-know Act (EPCRA) rules.

Cleanup

Contractor shall keep the work area, including storage areas used by it, free from accumulation of waste and trash.

Contractor is solely responsible for the transport, storage, security, handling, use, removal, disposal, and all other aspects of materials it brings to, causes to have brought to, or receives at the jobsite. Contractor shall promptly remove all of its unused material (unless desired by Company to be left on site) and all of its generated waste and shall leave none behind at completion of the project. Upon completion of the work, Contractor shall leave the work area in a condition satisfactory to PacifiCorp.

In the event of Contractor's failure, within a reasonable time, to satisfactorily clean the area, PacifiCorp may, after written notice to Contractor, perform the clean-up and removal at Contractor's expense.

Health, Safety and Environmental Violations

All health, safety and environmental violations with respect to work performed by Contractor, or its subcontractors of any tier, must be corrected by Contractor. Contractor shall be solely

liable for all costs, including government-imposed penalties, associated with health, safety, and/or environmental violations attributable to Contractor or its subcontractors.

Abnormal or Hidden Hazards

Contractor shall inspect the project site to ascertain all site abnormalities and hidden hazards. Contractor shall make note of these abnormalities and hidden hazards, shall determine methods for addressing them and shall record such determinations. Contractor shall inform its personnel and its subcontractors of the abnormalities and hidden hazards and its determinations in their regard. All notes, records of determinations, etc. with regard to site abnormalities and hidden hazards shall be copied for and provided to the PacifiCorp Supervisor.

Subcontractors

These requirements apply to all subcontractors. It is the responsibility of Contractor to inform all its subcontractors regarding the applicable work rules and security, environmental, health, and safety requirements prior to the start of any subcontracted work, and to train such subcontractors if necessary. PacifiCorp will provide copies of these requirements to subcontractors upon request.

Contractor Acknowledgement

The undersigned Contractor representative hereby acknowledges receipt of these requirements. Contractor represents that it has reviewed and understands these requirements, and will abide by and enforce these requirements with its personnel and those of its subcontractors.

CONTRACTOR

Name: _____

Title: _____

Signature: _____

Date: _____



TOBACCO-FREE WORKPLACE POLICY

No individuals, whether employees, contractors, vendors, visitors or guests, are allowed to smoke or use tobacco products on the premises of any PacifiCorp facility or property, whether owned or leased. This prohibition includes offices, field facilities, company vehicles and aircraft, garages, parking lots, lawns and sidewalks. Where approved, the company will identify tobacco-use areas at its power generation and mining facilities for use during authorized break periods.

Note: For represented employees, a collective bargaining agreement may supersede this policy.

REPORTING

Employees are expected to report violations of the company's tobacco-free workplace policy to their supervisor or a human resources representative. Failure to comply with the tobacco-free workplace policy will result in discipline, up to and including termination of employment. Smoking in the workplace is a violation of law in certain states and may carry civil penalties for those who violate such laws.

PROTECTION AGAINST RETALIATION

Retaliation against any person who, in good faith, reports a violation of this policy or participates in an investigation of smoking or the use of tobacco products in the workplace is prohibited. If the company finds retaliation has occurred, individuals who engaged in the retaliatory behavior may be subject to discipline, up to and including termination of employment, regardless of whether the original complaint is substantiated.

These policies supersede and revoke any and all past policies and practices, oral and written representations, or statements regarding terms and conditions of employment concerning the subject matter covered herein. PacifiCorp reserves the right to add to, delete, change or revoke these policies at any time, with or without notice. These policies do not create a contract between PacifiCorp and any employee, nor do they create any entitlement to employment or any benefit provided by PacifiCorp to its employees.

CAUTION! This document may be out of date if printed.

Lines & Services Work

Company Name: *Example Only - Do Not Duplicate* TAILBOARD AND RISK ASSESSMENT

Job Description: _____ GPS Coordinates: _____

Job Location: _____

Facility Point # _____

Order Number: _____

EMERGENCY PHONE NUMBER: _____

**"NOT GROUNDED
NOT DEAD"**

Use back of form for additional comments, if needed

JOB PLANNING

YES	NA		YES	NA		YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	Job plan review	<input type="checkbox"/>	<input type="checkbox"/>	Fall protection	<input type="checkbox"/>	<input type="checkbox"/>	Communication check (radio, other)
<input type="checkbox"/>	<input type="checkbox"/>	Other work groups (contractors)	<input type="checkbox"/>	<input type="checkbox"/>	Confined space, trenching/shoring	<input type="checkbox"/>	<input type="checkbox"/>	Health Hazards / MSDS
<input type="checkbox"/>	<input type="checkbox"/>	APM / RMD (Resource Manual) review	<input type="checkbox"/>	<input type="checkbox"/>	Non-standard construction	<input type="checkbox"/>	<input type="checkbox"/>	Environmental clean-up
<input type="checkbox"/>	<input type="checkbox"/>	Grounding manual review	<input type="checkbox"/>	<input type="checkbox"/>	Proper rigging & pulling equip	<input type="checkbox"/>	<input type="checkbox"/>	Job assignments
<input type="checkbox"/>	<input type="checkbox"/>	PPE (FR clothing, hearing, footwear, eyewear, hard hats, safety vests and other PPE)	<input type="checkbox"/>	<input type="checkbox"/>	Inspection of tools & equipment	<input type="checkbox"/>	<input type="checkbox"/>	Weather, (lightning) terrain & other considerations (slips, trips & falls)

N/A Not applicable

SWITCHING REVIEW

Substation _____ Circuit # _____ Voltage(s) _____

Recloser # _____ Compass / switch order # _____

YES	NA	Hold	De-energized test?	<input type="checkbox"/>	Voltage detector	<input type="checkbox"/>	Buzzing	Grounding method used?	_____
<input type="checkbox"/>	<input type="checkbox"/>	Assurance	Open point(s)?	_____					
<input type="checkbox"/>	<input type="checkbox"/>	Clearance	Clearance point(s)?	_____					

POTENTIAL HAZARDS & PLANNED CONTROL MEASURES

Points checked "YES" below must include a brief outline of planned control measures

YES	NA	How is electrical apparatus or equipment being isolated, disabled or modified?	_____
<input type="checkbox"/>	<input type="checkbox"/>	What is the minimum approach distance? _____ Type of cover-up / barrier required? _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	What is the potential back feed or induction? _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	What are the hazardous deteriorated facilities? _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Traffic control measures put in place? _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Vehicle grounding / barricading plan? _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Other potential hazards or safety considerations? _____	_____

RE-TAILBOARD

Note reasons for re-tailboarding, include initials of individual responsible for job planning and anyone new to the crew.

Re-Tailboard: _____

Initials: _____ - _____

Re-Tailboard: _____

Initials: _____ - _____

SIGN OFF

CREW INITIALS: _____

TAILBOARD CONDUCTED BY: _____ TIME: _____ GF: _____ DATE: _____

SIGNATURE

DATE: _____ MGR: _____ DATE: _____

SIGNATURE

Underground Work

Company Name: *Example Only - Do Not Duplicate* TAILBOARD AND RISK ASSESSMENT

Job Description: _____

GPS Coordinates: _____

Job Location: _____

Order Number: _____

Facility Point #: _____

**"NOT GROUNDED
NOT DEAD"**

EMERGENCY PHONE NUMBER: _____

Use back of form for additional comments, if needed

JOB PLANNING

YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	Job plan review
<input type="checkbox"/>	<input type="checkbox"/>	Other work groups (contractors)
<input type="checkbox"/>	<input type="checkbox"/>	Safety Manual
<input type="checkbox"/>	<input type="checkbox"/>	Grounding Manual review
<input type="checkbox"/>	<input type="checkbox"/>	Fall protection
<input type="checkbox"/>	<input type="checkbox"/>	Inspection of tools & equipment
<input type="checkbox"/>	<input type="checkbox"/>	PPE (FR clothing, hearing, footwear, eyewear, hard hats, safety vests and other PPE)

YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	Confined space & shoring
<input type="checkbox"/>	<input type="checkbox"/>	Escape Plan
<input type="checkbox"/>	<input type="checkbox"/>	Rescue Plan
<input type="checkbox"/>	<input type="checkbox"/>	Air test acceptable
<input type="checkbox"/>	<input type="checkbox"/>	Permit /Non-permit
<input type="checkbox"/>	<input type="checkbox"/>	Vehicle grounding / barriers
<input type="checkbox"/>	<input type="checkbox"/>	Gates & fences secure

N/A -- Not applicable

YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	Environmental clean-up
<input type="checkbox"/>	<input type="checkbox"/>	Proper rigging & pulling equip
<input type="checkbox"/>	<input type="checkbox"/>	Non-standard construction
<input type="checkbox"/>	<input type="checkbox"/>	Communication check (radio, other)
<input type="checkbox"/>	<input type="checkbox"/>	Health Hazards / MSDS
<input type="checkbox"/>	<input type="checkbox"/>	Job assignments
<input type="checkbox"/>	<input type="checkbox"/>	Weather, (lightning) terrain & other considerations (slips, trips & falls)

SWITCHING REVIEW

Substation(s) _____ Circuit Number(s) _____ Voltage(s) _____

Substation(s) _____ Circuit Number(s) _____ Compass / Switch order # _____

YES	NA	Recloser Number	_____
<input type="checkbox"/>	<input type="checkbox"/>	Hold	De-energized test? <input type="checkbox"/> Voltage detector <input type="checkbox"/> Buzzing
<input type="checkbox"/>	<input type="checkbox"/>	Assurance	Grounding method used? _____
<input type="checkbox"/>	<input type="checkbox"/>	Clearance	Open point(s) _____
			Clearance point(s) _____

POTENTIAL HAZARDS & PLANNED CONTROL MEASURES

Points checked "YES" below must include a brief outline of planned control measures

YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	What is the minimum approach distance? _____ Type of cover-up / barrier required? _____
<input type="checkbox"/>	<input type="checkbox"/>	How is electrical apparatus or equipment being isolated, disabled or modified? _____
<input type="checkbox"/>	<input type="checkbox"/>	What is the potential back feed or induction? _____
<input type="checkbox"/>	<input type="checkbox"/>	What are the hazardous deteriorated facilities? _____
<input type="checkbox"/>	<input type="checkbox"/>	Other potential hazards or safety conditions? _____

RE-TAILBOARD

Note reasons for re-tailboarding, include initials of individual responsible for job planning and anyone new to the crew.

Re-Tailboard: _____
Initials: _____ - _____

Re-Tailboard: _____
Initials: _____ - _____

SIGN OFF

CREW INITIALS: _____ --- _____ --- _____

TAILBOARD CONDUCTED BY: _____ TIME: _____ GF: _____ SIGNATURE _____ DATE: _____

DATE: _____ MGR: _____ SIGNATURE _____ DATE: _____

System Operations

Company Name: - Example Only - Do Not Duplicate -

TAILBOARD AND RISK ASSESSMENT

Order Title:

Equipment Description:

Job Location:

GPS Coordinates:

EMERGENCY PHONE NUMBER:

"EVERYONE'S INTENTION SHOULD BE PREVENTION"

Use back of form for additional comments, if needed

JOB PLANNING

- Job plan review
Other work groups (contractors)
Safety Manual
Grounding Manual review
Fall protection
PPE review (FR clothing, hearing footwear, eyewear, hard hats and other PPE)

- Confined space & shoring
Proper rigging & pulling equip
Inspection of tools & equipment
Mobile substation barriers
Chemicals (acid, SF6,PCB's)
Vermin droppings & other contamination

- Environmental clean-up
Gates & fences secure
Non-standard construction
Communication check (radio, other)
Health hazards / MSDS
Job assignments
Weather, (lighting) terrain & other considerations (slips, trips & falls)

N/A -- Not applicable

SWITCHING REVIEW

- Compass / Switch order number?
Hold De-energized test? Voltage detector Buzzing Grounding method used?
Assurance Clearance point(s)?
Clearance

Comments or unusual switching:

POTENTIAL HAZARDS & PLANNED CONTROL MEASURES

Note: Points checked "YES" below include a brief outline of the planned control measures

- What is the minimum approach distance? Type of cover-up / barrier required?
How is electrical apparatus or equipment being isolated, disabled or modified?
What are the potential induced currents, voltages and back feed?
Vehicle grounding / barricading plan?
Stored energy device, spring, air, capacitor, mechanical, other?
Other potential hazards or safety considerations?

RE-TAILBOARD

Note reasons for re-tailboarding, include initials of individual responsible for job planning and anyone new to the crew.

Re-Tailboard: Initials: - -

Re-Tailboard: Initials: - -

SIGN OFF

CREW INITIALS: ---

TAILBOARD CONDUCTED BY: TIME: GF: DATE: SIGNATURE

DATE: MGR: DATE: SIGNATURE

SIGNATURE

SIGNATURE

Contractor Safety Report

Report is due by **1:00 p.m. each Wednesday**. Please complete form and fax to 503-813-7190 or email to ContractorSafetyInfo@pacificorp.com. Any questions, contact Tim Berg at 503-813-7114.

Contractor Name:

Report Date:

Company Contact Name and Number:

There are no new incidents to report.

Incident 1

Vehicle Incident – Preventable

OSHA Recordable Incident

Near Miss

Vehicle Incident – Non-Preventable

Lost Time Incident

Circuit Interruption

Employee name:

Date of incident:

Location of incident:

**Name, title, phone number
of person submitting information:**

Description:

**Actions taken to ensure
incident does not reoccur:**

Incident 2

Vehicle Incident – Preventable

OSHA Recordable Incident

Near Miss

Vehicle Incident – Non-Preventable

Lost Time Incident

Circuit Interruption

Employee name:

Date of incident:

Location of incident:

**Name, title, phone number
of person submitting information:**

Description:

**Actions taken to ensure
incident does not reoccur:**

Health, Safety or Environmental Incident Notice
(To be issued to Contractor's Representative by the Project Manager)

This serves as formal written notice to Contractor of an observed Health, Safety or Environmental infraction. Repeat and/or additional infractions may result in termination of work in accordance with contractual agreements. Any cost incurred as a result of this notice shall be to Contractor's account.

CONTRACTOR: _____

SITUATION: _____

First verbal notice given to _____
(Name and company of person receiving verbal notice of infraction)

by _____ on _____
(Name of person giving verbal notice) (Date verbal notice FIRST given)

Work suspension ordered? Yes ____ No ____

Work suspension released. Date _____ Time _____

PLANNED CORRECTIVE ACTION (This section is to be completed by Contractor):

Expected completion date: _____ Date completed: _____

PERSON GIVING WRITEN NOTICE

Name: _____

Signature: _____

PERSON RECEIVING WRITTEN NOTICE

Name: _____

Signature: _____

Date: _____

cc: Power Delivery Health, Safety & Environment Department
Procurement

2022AS RFP
Appendix Q-1.08

2021 Demand Response RFP
Requirements for Demand-side Bids, including
PacifiCorp Professional Services Contract

Exhibit G
Expense Guidelines
For PacifiCorp Contractor Expense Reports

Receipts are required for all reimbursable expenses except meals less than \$25.00*

- **AIRFARE/LODGING:** All travel, that you request reimbursement from PacifiCorp, must be approved prior to booking.
 - PacifiCorp will reimburse for coach class travel only. Charges in excess of coach ticket are the responsibility of the contract firm. Booking flights less than seven (7) days prior to departure is strongly discouraged and must be approved by the hiring manager.
 - PacifiCorp will only reimburse for standard hotel rooms and prefers that contractors use hotels where negotiated discounts are available.
 - Contract firms may make their own arrangements for air travel, rental car and hotel stays, but expenses must meet these guidelines. The contractor is welcome to utilize PacifiCorp discounts or their own corporate discounts. Check with PacifiCorp for hotels with discounted rates.
- **RENTAL CAR/GROUND TRANSPORTATION:** If a rental car is required, it will require the approval of the hiring manager. One car per contract firm is allowed. PacifiCorp may require proof of insurance. Discounted rates are available with Enterprise.
 - PacifiCorp will reimburse shuttle, cab or mileage for one trip to and one trip from the airport up to a maximum of \$60 per trip. (\$120 for each business trip). If you park at the airport, PacifiCorp will reimburse you for economy parking only. Receipts for all ground transportation, parking and mileage are required.
 - Use of personal or company vehicles will be reimbursed at the currently effective IRS allowed rate per mile. Required automobile insurance is required.
- **MEALS:** Standard meal reimbursement should not exceed \$65 per day. PacifiCorp will reimburse for breakfast, lunch and dinner for each day of contract work for non-local contractors. However, this is not a per diem amount that is automatically paid for each day of work. All reimbursable items to be listed on expense log.
 - PacifiCorp will not reimburse for any meals that the contractor (or contracting agency) purchases for PacifiCorp employees, such as team lunches/dinner. If meal receipt is for more than once person, please specify other contractor(s) name from your firm.
 - PacifiCorp will only reimburse for meal gratuities @ 15%. All other gratuities are not reimbursable (e.g. taxis, porters, bellhops, or hotel staff).
- **FOREIGN EXCHANGE RATE:** For contractors that are outside the United States, please calculate your exchange rate using a monthly average. All reimbursable receipts within that month shall be calculated on that average.
- **NON-REIMBURSABLE EXPENSES:** The following is a list, though not all inclusive, of expenses that will not be reimbursed;
 - Hand-written receipts
 - Business gifts
 - Expenses for non-business purposes
 - Alcoholic beverages
 - Fines
 - Local travel time (within 50 miles of consultants office)
 - Personal entertainment (in-room movies, health club)
 - Expenses incurred by contractor family members
 - Expenses not supported with a valid receipt
 - Laundry service
 - Barber and beautician fees
 - Personal hygiene products (shampoo, razors blades, toothbrushes)

- **REPORT DOCUMENTATION:** Accurate expense reports to include cover log/worksheet with type of expense, date and amount. Reports submitted in a timely manner substantially reduce the invoice processing time.

Receipts are required for all reimbursable expenses.*

PacifiCorp may agree to one-time exceptions. Prior approval required.

2022AS RFP
Appendix Q-1.10

2021 Demand Response RFP

PacifiCorp Professional Services Contract
EXHIBIT I

PROHIBITED VENDORS AND VENDOR REGIONS

In addition to the entities identified in lists maintained by applicable United States regulatory authorities, the following entities are Prohibited Vendors and Vendor Regions:

Hytera Communications Corporation
Hangzhou Hikvision Digital Technology Company
Dahua Technology Company
Da Jiang Innovations (DJI)
AO Kaspersky Lab
ZTE Corporation
Huawei Technologies Co. Inc.
Xinjiang Production and Construction Corps
Dago New Energy Corporation
GCL-Poly Energy Holdings Ltd
Xinte Energy Company
East Hope Group
Sieyuan Electric Co., Ltd
Risen Energy America, Inc.
Trina Solar
Eaton Corporation (Solar Panel division)
Chint Power Systems America Co. (Solar Panel division)
Chint Solar (Hong Kong) Company Limited
HT Solar Enerji Anonim Sirketi
Solar City (subsidiary of Tesla)
Products sourced from U.S. Commerce Department Bureau of Industry and Security (BIS) Entity List
Products sourced from U.S. Department of Labor (DOL) “List of Goods Produced by Child Labor or Forced Labor”
Products sourced from Xinjiang Uyghur Autonomous Region, China including subsequent metallurgical-grade silicon polysilicon¹, including but not limited to:

¹ Product including Xinjiang metallurgical-grade silicon and polysilicon are alleged to result from forced labor in Xinjiang. The U.S. Department of Commerce and U.S. Department of Labor are taking actions to scrutinize silicon supply chains, including the raw quartz materials, to determine if they are produced with forced labor or blended with affected materials. - See Murphy

Xinjiang GCL New Energy Material Technology, Co. Ltd
Xinjiang Daqo New Energy, Co. Ltd
Xinjiang East Hope Nonferrous Metals Co. Ltd.
Hoshine Silicon Industry (Shanshan) Co., Ltd.
Xinjiang Production and Construction Corps
Jinko Solar
Longhi Solar
JA Solar
Trina Solar

2

Report: "In Broad Daylight: Uyghur Forced Labour and Global Solar Supply Chains," can be found here:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:2044357a-c8d2-4d89-af75-b08333b5d992#pageNum=1>

2



Contractor / Vendor Information Form (CIF)

This form is required only if a contractor/vendor needs access to PacifiCorp systems or facilities.
Submit the completed form to the PacifiCorp sponsoring manager.

New/Rehire Certification

Recertification
Training and drug/alcohol screening are not required for recertification.

Contractor / Vendor: _____
(Last, First, Middle initial)

Company Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

(1) Successfully Passed Contractor's Background Check? **Date Completed:** MM/DD/YYYY
Yes No

If any of the boxes below are checked the contractor/vendor company must check "No" above and email this form to NERC_consent@pacificorp.com. You will be notified whether your employee is approved to access company facilities.

- Has been convicted of a felony within the past seven years.
- Has residency gap of six consecutive months or more within the past seven years that cannot be explained by employee.
- Has been convicted of a misdemeanor involving fraud, theft or violence.
- Is under indictment for a felony.
- Is a fugitive of justice.
- Is an alien illegally or unlawfully in the United States.
- Identity not verified.

(2) Successfully Passed Contractor's Drug/Alcohol Screen? **Date Completed:** MM/DD/YYYY
Yes No

If no, email this form to NERC_consent@pacificorp.com. You will be notified whether your employee is approved to access company facilities.

(3) Completed PacifiCorp's Compliance Training? **Date Completed:** MM/DD/YYYY

- 1) *FERC Standards of Conduct* **Date Completed:** MM/DD/YYYY
- 2) *PacifiCorp Security Training* **Date Completed:** MM/DD/YYYY
- 3) *PacifiCorp CIPS Training* **Date Completed:** MM/DD/YYYY
- 4) *Three-Part Communications Training (Contractor Only)* **Date Completed:** MM/DD/YYYY

The link to the mandatory compliance training is [here](#)

I hereby certify that the information provided regarding the Contractor / Vendor is accurate and documentation to support this information will be retained by Contractor / Vendor employer and provided upon Company's request

Required Signature

_____ <i>Signature of Manager from Contractor / Vendor Company</i>	_____ <i>Date</i>
_____ <i>Printed Name</i>	

Guidelines

- Contractor's Background Check include identity verification and seven year criminal history checks that are part of PacifiCorp's Personnel Risk Assessment Program.
- Contractors / Vendors will not be permitted PacifiCorp unescorted access privileges without the prior completion of a drug / alcohol screening, Personnel Risk Assessment, and required training.
- Contractors and Vendors are required to take mandatory pre-hire training. They have to complete pre-hire compliance training, which includes CIPS, PacifiCorp Security and FERC overview, prior to their first day on their job. The link to the mandatory pre-hire training is http://idoc.pacificorp.us/hr_library/he/mpt.html.
- Contractor / Vendor companies are required to submit this completed form to the PacifiCorp sponsoring manager.
- The sponsoring manager will use the information on this form to complete a Personnel Action Input Form (PAIF), and will submit this form with the PAIF to the HR Service Center.
- For recertification, this form is to be submitted directly to PacifiCorp's HR Service Center.

Overview of Personnel Risk Assessment and Drug / Alcohol Screen Requirements

Personnel Risk Assessment for Contractor's Background Check Requirements

- Personnel Risk Assessments (PRA), which includes the Contractor's Background Check, shall be updated no less frequently than every seven (7) years and shall consist of at minimum: (i) a social security number and identity verification and (ii) seven-year criminal history records check for the personnel's current residence and past locations of residence during the seven year period. Any residency gap of six (6) consecutive months or more, Contractor / Vendor shall review, evaluate, and document any such residency gap to ensure that it does not pose a risk to PacifiCorp's Facilities or Cyber Assets, prior to making a determination that Personnel requesting access have passed the PRA. All resulting documentation of the PRA must be retained and made available upon request. PRA Criteria and Contractor's Background Check obligations are set forth by the contract.

Drug Screening Requirements

- Drug test shall, at a minimum, be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG – THC cut-off".
- Alcohol screening will be conducted only where permitted by law.

Your contract with PacifiCorp requires compliance with the following:

- Ensure that Unescorted Personnel and Sensitive Personnel have passed the Contractor's Background Check outlined above and consistent with the Company's PRA Criteria set forth in your contract prior to requesting either: (i) unescorted physical access to Company Facilities and/or (ii) local or remote cyber access to Company's Facilities and/or CIPS Covered Assets, as applicable.
- Ensure that Unescorted Personnel and Sensitive Personnel complete Company provided or approved initial CIPS compliance training prior to requesting either: (i) unescorted physical access to PacifiCorp Facilities and/or (ii) local or remote access to Company's Cyber Assets, as applicable.
- Ensure that Unescorted Personnel and Sensitive Personnel have passed Consultant's drug / alcohol screen and are in compliance with Consultant's substance abuse/drug and alcohol policy as outlined in your contract.
- Keep accurate and detailed documentation to confirm completion dates for the PRA, all CIPS compliance training (initial and annual training, to the extent applicable), and drug /alcohol screen records, and certify to Company such documentation by completing this Contractor/Vendor Information Form.
- Company has the right to audit Consultant's records supporting each Contractor/Vendor Information Form submitted to Company, including Contractor's Background Check results, and to verify that the requisite background check and drug / alcohol screen records were performed consistent with Company's PRA Criteria. Consultant shall provide Company with all requested records supporting Contractor/Vendor Information Forms within a reasonable time after receiving such request, and in the form requested by Company, but not longer than three (3) business days following the date of such request.