



825 NE Multnomah, Suite 2000  
Portland, Oregon 97232

November 10, 2008

***VIA ELECTRONIC FILING  
AND OVERNIGHT DELIVERY***

Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Dr. SW  
P.O. Box 47250  
Olympia, WA 98504-7250

Attention: David W. Danner  
Executive Director and Secretary

**Re: *Submitted For Informational Purposes*  
PacifiCorp Draft Demand Side Management Resource Request for Proposals**

Dear Mr. Danner:

Enclosed for informational purposes is a draft Demand Side Management Resource Request for Proposal (“DSM RFP”) that PacifiCorp (d.b.a. Pacific Power) (“PacifiCorp” or “Company”) anticipates releasing to the market on November 26, 2008.

While PacifiCorp’s 2007 Integrated Resource Plan discussed the need for some level of DSM resources by 2010, PacifiCorp did not anticipate filing an RFP pursuant to the rules in WAC Chapter 480-107 to procure DSM resources. PacifiCorp requests that this filing be treated as an informational filing under Commitment 31 of the Stipulation approved by the Commission in Docket No. UE-051090 (Order 8, Appendix A). Pursuant to this commitment and PacifiCorp’s letter dated August 6, 2008 in UE-080712, this draft is provided as a courtesy to the staff before issuing it to the market and does not require any action on the part of the Commission. The Company understands that it will not be precluded from including any DSM resources acquired through this DSM RFP in Washington rates so long as the Company can make the showing required by Order 04 in Docket No. UE-050684 that such a resource provides benefits to Washington customers. If the Company’s understanding on this point is incorrect, please contact the undersigned.

As previously mentioned, the Company plans to issue the DSM RFP to the market on November 26, 2008. If we receive your comments by November 19, 2008, this will allow time for consideration prior to issuance. If you have any questions or comments, please contact Cathie Allen, Regulatory Manger, at 503-813-5934.

Washington Utilities & Transportation Commission

November 10, 2008

Page 2

Sincerely,

A handwritten signature in cursive script that reads "Andrea L. Kelly /ca". The signature is written in black ink and is positioned above the typed name.

Andrea L. Kelly

Vice President, Regulation

Enclosure

cc: Mike Parvinen  
Deborah Reynolds



**PROCUREMENT**

---

825 NE Multnomah, Suite 940 • Portland, OR 97232 • PHONE 503-813-6758 • FAX (503) 813-6198

November 26, 2008

Subject: REQUEST FOR PROPOSAL

**2008 Demand Side Resource Request for Proposal**

Proposal Due Date: January 23, 2008 – 5:00 p.m. PST

Dear Contractor:

PacifiCorp will receive proposals as described in request for proposal package documents, which consists of the following:

**THIS REQUEST FOR PROPOSAL CONSISTS OF THE FOLLOWING DOCUMENTS:**

- Cover letter
- PacifiCorp 2008 Demand Side Resource Request for Proposal
- Attachment 1 - Pricing and Summary Data Schedule
- Attachment 2 - Mutual Non-Disclosure Agreement
- Attachment 3 - Vendor Pre-Qualification Application Form
- Attachment 4 - PacifiCorp's Demand Side Management Professional Services Standard Contract Template  
Guidelines for PacifiCorp Contractor Expense Report  
Company Drug Testing and Criminal Background Check Form
- Attachment 5 - Proposal Acknowledgment Letter

**KEY DATES**

PRELIMINARY NOTICE ISSUED	April 1, 2008
RFP RELEASED	November 26, 2008
PROPOSAL ACKNOWLEDGEMENT LETTERS DUE	December 5, 2008
BIDDER(S) QUESTIONS DUE	December 22, 2008
PACIFICORP RESPONSES DUE	January 12, 2009
MUTUAL NON-DISCLOSURES DUE	January 16, 2009
PROPOSALS DUE	January 23, 2009
SHORT LIST OF PRODUCTS SELECTED	April 24, 2009
COMPLETE CONTRACT NEGOTIATES	June 5, 2009
EXECUTE CONTRACT(S)	June 19, 2009
REGULATORY APPROVAL PROCESS BEGINS	June 29, 2009

This is an anticipated schedule and is subject to change. The Company accepts no liability to the extend the actual schedule is different from the anticipated schedule.

Any questions regarding the above should be directed to the individual listed in the 2008 demand side resource request for proposal, instructions section 8.

Sincerely,

Teri Winkley, CPM, Lead Senior Buyer  
PacifiCorp Procurement  
Teri.Winkley@PacifiCorp.com



**Demand Side Resource**  
Request for Proposals  
November 2008

DRAFT





**PacifiCorp**

**2008**

**Demand Side Resource**

**Request for Proposal**

**Issued: November 26, 2008**

**Due Date: January 23, 2009**

**Table of Contents**



1. Summary of Solicitation.....	3
2. Pre-Request for Proposal Issuance Comment Process.....	4
3. Post-Request for Proposal Issuance Response Timeline.....	4
4. Funding.....	4
5. Key Request for Proposal Preparation Information.....	4
6. Demand Side Management Product Classes.....	5
7. Products Requested.....	7
8. Proposal Instructions.....	12
9. List of Attachments.....	23

DRAFT



## **Introduction**

PacifiCorp defines demand side management as activities or programs that promote electric energy efficiency or conservation or more efficient management of electric energy loads. Demand side management is essentially those efforts that reduce customer energy consumption, reduce peak electricity loads, or shift peak electricity loads to off-peak hours. PacifiCorp directly administers or helps facilitate the delivery of demand side management programs to customers across the company's six-state service territory. The Company operates retail utility service under the name of Pacific Power in the states of Oregon, Washington and California and Rocky Mountain Power in Utah, Wyoming and Idaho. Being a multi-jurisdictional utility, PacifiCorp evaluates its system as a whole as the first step in a responsible plan to improve efficiency and control. This also is beneficial for building a sustainable business and meeting customer demands for energy in the most cost-efficient and environmentally- friendly manner. This Request for Proposals is designed to identify programs, delivery costs, and commercially-responsible vendors for the expansion of PacifiCorp's cost-effective demand side management program portfolio.

### **1. Summary of Solicitation**

PacifiCorp is seeking proposals for demand side management products, programs and services ("products") that acquire electric energy efficiency savings and electric load management reductions. This Request for Proposal is seeking two categories of proposals: one for specific products that PacifiCorp has identified as important for continuing to grow its demand side management program portfolio and one for product proposals the Company could consider (an "Other Products" category), provided the measures do not directly compete with or detract from current PacifiCorp demand-side product offerings. Demand side management products bid through this Request for Proposal should be available for implementation by the fourth quarter 2009, following necessary regulatory approvals.

This Request for Proposal is consistent with PacifiCorp's integrated resource planning objectives and will aide the further evolution and development of Company resource planning efforts.

Fuel conversions, electricity to natural gas, demand response pricing programs, solar programs, and state of Oregon energy efficiency programs are excluded from this Request for Proposal. See each section 7 of this Request for Proposal, "Products Requested", for more specific product and state specific instructions.

All proposals targeting demand side management resource opportunities in Washington must comply with Chapter 480, Title 107 of the Washington Administrative Code ("WAC 480-107") – Electric companies – purchases of electricity from qualifying facilities and independent power producers and purchases of electrical savings from



conservation suppliers. Proposals not compliant with WAC 480-107 will be rejected. WAC 480-107 can be found through the following website link:

<http://apps.leg.wa.gov/WAC/default.aspx?cite=480-107&full=true>

PacifiCorp intends to comply with the all utility requirements contained in WAC 480-107 relating to the procurement of demand side resources in the state of Washington.

## **2. Pre-Request For Proposal Issuance Comment Process**

In acknowledgement of WAC-480-107, PacifiCorp provided a draft copy of the Request for Proposal with the Washington Utilities and Transportation Commission prior to issuance for their review and comment.

## **3. Post-Request For Proposal Issuance Response Timeline**

Bidders are advised to refer to section 8.2, "Request for Proposal Schedule", for PacifiCorp's proposed timeline of when proposals are due and general Request for Proposal milestone dates.

## **4. Funding**

Funding for proposals under this Request for Proposal will be provided by PacifiCorp's retail electric customers through the varied demand side resource funding mechanisms in each of PacifiCorp's six states' service territories. Proposal acceptance and implementation are subject to successful company negotiations and contracting as well as regulatory approval of the program by the appropriate state regulatory body. Bidders with successful proposals will be expected to support PacifiCorp with the regulatory approval process at no cost to PacifiCorp or its customers.

## **5. Key Request For Proposal Preparation Information**

This Request for Proposal is consistent with PacifiCorp's most recent Integrated Resource Plan <sup>1</sup> and Assessment of Long-Term System-Wide Potential for Demand-Side and Other Supplemental Resources ("Potential Study").<sup>2</sup> These documents may be useful in preparing proposals and are referenced on PacifiCorp's website through the following links:

### **2007 Integrated Resource Plan**

<http://www.pacificorp.com/Navigation/Navigation23807.html>

---

<sup>1</sup> Filed in all six states on May 30, 2007.

<sup>2</sup> Published July 2007.



## **Assessment of Long-Term System-Wide Potential for Demand-Side and Other Supplemental Resources**

<http://www.pacificorp.com/Article/Article75535.html>

Additionally, information specific to PacifiCorp's existing demand side management program offerings by state can be found through the same website link as the Potential Study (above) or directly through the following PacifiCorp, Pacific Power and Rocky Mountain Power website links provided below.

### **Existing Program Information**

<http://www.pacificorp.com/Article/Article75535.html>

or

### **Pacific Power Residential Program Information**

<http://www.pacificpower.net/Homepage/Homepage35752.html>

### **Pacific Power Business Program Information**

<http://www.pacificpower.net/Homepage/Homepage35814.html>

### **Rocky Mountain Power Residential Program Information**

<http://www.rockymtnpower.net/Homepage/Homepage35890.html>

### **Rocky Mountain Power Business Program Information**

<http://www.rockymtnpower.net/Homepage/Homepage35897.html>

Additional information such as select program evaluations, customer sector load data, customer count data, and recent company results data are available upon request.

## **6. Demand Side Management Product Classes**

Demand side management products vary and may be valued differently based on a number of factors. A resources ability to be dispatched, its reliability or firmness, its sustainability over time, its location, and other factors all play into its resource classification and ultimately its use and value to the Company. Based on these characteristics, PacifiCorp divides demand side management products into four classes. Each class is further described below.

### **Class 1 Demand Side Management: Dispatchable or scheduled firm load management**

Class 1 demand side management products achieve load reductions through utility control, either through active dispatch of remotely accessible control equipment or scheduled firm curtailments. Once customers agree to participate in a Class 1 demand side management program, the timing and persistence of the load reduction is under the discretion of the Company in accordance with the customer agreement and program tariff. Examples of Class 1 demand side management programs already employed by PacifiCorp include residential and commercial air conditioner load control and irrigation

load control. The focus of Class 1 demand side management products is on capacity however energy reductions are sometimes are a by-product of Class 1 demand side management.

### **Class 2 Demand Side Management: Long-term energy efficiency resources**

Class 2 demand side management products achieve energy and capacity reductions through technological changes in appliances, equipment and customer facilities. Savings will endure for the life of the technology change. Class 2 demand side management is specifically focused on the reduction of energy usage and the more efficient use of energy however the cumulative impact of energy efficiency reductions to capacity reductions is a highly valued by-product of Class 2 demand side management products. General examples of Class 2 demand side management include replacement of existing (or upgrade in new construction plans) customer-owned equipment to more efficient lighting, motors, air conditioning systems, etc. Examples of Class 2 demand side management programs already employed by PacifiCorp include the Energy FinAnswer, FinAnswer Express, Energy Star New Homes and See ya later, refrigerator.

### **Class 3 Demand Side Management: Short-term price responsive capacity and/or energy resources**

Class 3 demand side management products achieve capacity or energy reductions characterized as short-term in duration (e.g. hour-by-hour). These reductions are typically achieved through voluntary actions taken by customers, based on event specific or seasonally fixed or defined financial incentives. The reductions from Class 3 demand side management products are measured on an individual customer basis. The reductions endure only for the duration of the incentive offering and the magnitude of the reductions is not known until after-the-fact. For this reason, Class 3 demand side management is considered less dependable than Class 1 and Class 2 demand side management (for the purpose of resource planning) however is often utilized by utilities to provide temporary load reductions during periods of heavy customer demand. An example of Class 3 demand side management already employed by PacifiCorp is the Energy Exchange program.

### **Class 4 Demand Side Management: Behavioral changes resulting in energy and load reductions**

Class 4 demand side management products or activities include energy and capacity reductions achieved through customer behavior changes resulting from increased awareness or education of energy use. This increased awareness typically occurs through energy articles in newspapers and customer newsletters, school programs, utility communications and education programs, television and radio ads, customer energy audits, and other communication channels and vehicles. The impact of Class 4 demand side management reductions is often challenging to measure making Class 4 demand side management less quantifiable for the purposes of resource planning. That said,



PacifiCorp believes Class 4 demand side management products have a role in changing customer attitudes and behaviors about energy which ultimately translates to more efficient use over time. The savings from Class 4 demand side management activities are ultimately captured in utility load studies and forecasts leading to their inclusion in resource planning through lower load forecasts used in the resource planning process. Examples of Class 4 demand side management activities already employed by PacifiCorp includes Do the bright thing public awareness campaigns as well as other public education and awareness programs that promote low or no cost ways customers can save energy and money.

## **7. Products Requested**

This Request for Proposal seeks proposals for Class 1, Class 2, and Class 3-type demand side management products capable of delivering commercially-proven and available resource additions to PacifiCorp's resource portfolio or improves system reliability.

Demand side management proposals submitted under this Request for Proposal must be complementary with and additive to PacifiCorp's current demand side management product portfolio. Vendors submitting proposals under this Request for Proposal must evaluate the effect of their proposals on existing PacifiCorp programs to ensure their proposals are complimentary rather than competitive. If overlap exists, proposals should explain how the proposed program augments and/or works in concert with the Company's existing program or risk rejection of their proposals. The ability for new programs to co-exist and enhance current program performance is one of several key evaluation factors that will be used in the selection of successful proposals. Proposals will be rejected if identified or believed competitive with PacifiCorp's existing demand side management offerings, unless specifically offered as a replacement program or delivery option of an existing program.

Proposals must provide complete demand side management product descriptions, designs and detailed implementation plans inclusive of key milestones and timelines. Program designs should include all services necessary for the establishment and operation of the program such as, without limitation, marketing services, enrollment services, database management, technical assistance, trade ally and/or customer incentives, customer services, and program performance tracking and reporting. Program designs must incorporate methodologies for determining quality assurance, on-going verification of program results and seamless integration into Company-funded program evaluations.

Proposals should support estimations or forecasts of capacity and energy electric load reductions by including detailed assumptions and references as appropriate. If capacity and/or electric energy reduction forecasts are inconsistent with those identified in PacifiCorp's recently completed Potential Study, PacifiCorp requests additional detail be provided explaining the rationale for the inconsistencies.

Below are the specific demand side management products sought by PacifiCorp through this Request for Proposal organized by classification of the resource type (e.g. Class 1, 2 or 3 demand side management products). Within the specific products requested in each Class is an "All Other Proposals" product type. Bidders not offering products that fit into the specific Class 1, 2 and 3 products requested may submit their proposals under the "All Other Proposals" category within the appropriate Class of products for consideration. PacifiCorp makes no guarantee that proposals submitted under the "All Other Proposals" category will be fully evaluated or selected however PacifiCorp reserves the right to accept proposals submitted under the "All Other Proposals" category found to be of immediate interest to the Company.

**7.1 Class 1 Demand Side Management (capacity management) products of specific interest are:**

- 7.1.1 **Air Conditioner Load Control Program** - Residential and small commercial air conditioning load control program proposals for the states of Oregon and Washington (minimum state program size of five (5) megawatts or larger). PacifiCorp will entertain possible add-on measures within the program such as water heating and pool pump controls however core offering must be control of air conditioners and management of summer peak loads. Proposals within this product category must clearly detail how the forecasted customer load reductions are being determined and must provide supporting evidence of the validation of their forecasts. Program proposals should target implementation of program services prior to the 2010 summer control season.
- 7.1.2 **West Side Irrigation Load Control Program Administrator** - Irrigation load control program services proposal for the states of Washington, Oregon and California (minimum state program size of five (5) megawatts or larger). PacifiCorp runs irrigation load control programs in Idaho and Utah. The Washington, Oregon and California program proposals are encouraged to replicate PacifiCorp's Idaho and Utah programs including delivery model, operating parameters and equipment however the Company is open to alternative models and methods if market characteristics warrant a different, less sophisticated approach. Program proposals should target implementation of program services prior to the 2010 summer control season.
- 7.1.3 **Commercial Load Curtailment Program** - Curtailment or other load management/control offering targeting commercial and industrial customers with measured demands of 250 kilowatts or more in all states (minimum state program size of five (5) megawatts or larger). Program must deliver dependable load reductions for a pre-determined period of time when requested by PacifiCorp. Reductions can be derived from operational curtailment plans at a customer's facility and/or the use of alternative generation i.e. standby generators. Program is to be priced on a pay-for-performance basis and load available must be firm and reliable. Proposals should include provision providing PacifiCorp the right of first



refusal under a pre-determined financial formula to own the load control network/customer relationship and/or output of the load control network constructed if it is sold at any time, either during or after the contracted period of performance. Program proposals should target implementation of program services beginning with the 2010 control season.

- 7.1.4 **Commercial Load Shift Program** – Program targeting commercial customers with measured demands of 30 kilowatts or larger in all states (minimum state program size of five (5) megawatts or larger). Seeking ability to permanently shift on-peak cooling loads for commercial customers to shoulder and or off-peak hours. Program must deliver sustainable, measurable and dependable load shift capabilities. Preferred delivery model is pay-for-performance however other models will be considered. Program proposals should target implementation of program services beginning with the 2010 control season.
- 7.1.5 **”All Other Proposals” for Load Management Products** - Other load control/management program proposals that can provide a minimum of five (5) megawatts of peak hour load reductions per program, are available for a minimum of 50 control hours per year, are dispatchable and/or scheduled firm products and can be relied upon for resource planning purposes. Primary focus of proposal should be summer peak load management however proposals also having winter load management capabilities in Oregon, Washington and California may increase a proposals economic value to PacifiCorp. Proposals will be accepted for all states.
- 7.2 **Class 2 Demand Side Management (energy efficiency) products:** The primary focus for Class 2 products is company territory outside of Oregon. In Oregon, the Energy Trust of Oregon has responsibility for energy efficiency funded through public purpose collections. Currently, the Energy Trust has primary responsibility for energy efficiency funded through Oregon Senate Bill 838. To help insure Oregon energy efficiency results are as large as possible, Company may, but is under no obligation to evaluate any Oregon Class 2 proposals which must be submitted under 7.2.15. of this section
- 7.2.1 **Commercial Direct Install Program** - Direct install program for small facilities on business customer rate schedules that provides turn key marketing, delivery and full program funded installation of common energy efficiency measures including lighting, thermostats and any other measures as identified by respondent. Proposal must include a plan for coordinating with existing programs and delivery mechanisms including current trade ally network supported by company. Preference given to proven programs with measures, marketing, delivery, quality assurance, persistence data and evaluation results readily available from other markets.
- 7.2.2 **Third Party Financing** - Third party energy efficiency equipment financing for one or more customer classes (business and/or residential) who participate in another PacifiCorp energy efficiency program. Preference given to programs with broadest availability to smaller customers, simplified and expedient application

processes and third party billing capabilities. On utility bill billing may be available as part of contract negotiations. Proposal must include specific interest rate tiers and the utility cost to buy down the interest rates. Preference given to programs that can be marketed as “low” interest. All financing to be non-recourse to utility. Preference given to programs operating successfully in other markets with delivery, quality assurance and evaluation data readily available.

- 7.2.3 **Design professional network support and project facilitation.** Develop and support a Energy Efficiency Alliance for design professionals (architects and engineers) utilizing common elements with Company’s existing Energy Efficiency Alliances(s) including identification, recruitment, training, ongoing support, awards and recognition, etc. This network will facilitate early identification of new construction and major renovation projects suitable for participation in the Energy FinAnswer program’s Design Assistance Track (as well as other company programs). In addition to supporting the design professionals, project management/facilitation services should be available on request and include attending project meetings as a representative of the company and providing technical quality control reviews for design assistance track projects, identifying conferences and seminars that target design professionals, making recommendations on company participation and participating in the event as requested. Preference will be given to firms with verifiable experience with utility programs in new construction markets.
- 7.2.4 **Small Business Project Facilitator** - Turn-key commercial and industrial analysis and project management for small projects appropriate for a simplified analysis approach, including lighting, heating, ventilation and air conditioning, shell measures. Manage all aspects of individual projects as assigned by company’s in-house project management team. Tasks include functioning as a company representative and providing project scoping, engineering, quality control, incentive agreement management, and follow-up for customers. The project facilitator will be responsible for final inspections, and requesting customer incentive payments from PacifiCorp and fulfillment of PacifiCorp requested tracking and reporting. Proposal needs to specify types of measures to be included and the simplified analysis tool(s) that would be utilized. Preference will be given to proposals with all inclusive unit (per project) pricing from firms with existing outline agreements for energy analysis services.
- 7.2.5 **Rooftop Heating, Ventilation and Air Conditioning Tune-up Program –** Turn-key program to deliver energy savings from improved maintenance and service procedures for packaged rooftop heating, ventilation and air conditioning units on business customer facilities. Program to include contractor screening/qualification, service procedures, energy savings calculations, quality assurance procedures, reporting protocols customer and trade ally marketing and other elements as may be required to assure delivery of verifiable energy savings from this equipment. Preference is for delivery of an existing program operating successfully in other markets with evaluation results. Proposal must include plan to integrate with the existing recommissioning program in Utah and services and



offers provided to heating, ventilation and air conditioning contractors in other markets.

- 7.2.6 **Computer Power Supply Program** - Efficiency improvements for computer and/or server power supplies used in business or residential applications. Offering should be synergistic with national standards and campaigns. Up-stream programs need address how units or sales within the company territory would be tracked.
- 7.2.7 **New Manufactured Home Program** – Program with equipment eligibility and efficiency levels synergistic with national standards, brands and campaigns. Preference will be given to proposals with clear integration plan showing how this program fits with current residential program offerings in each market.
- 7.2.8 **Residential Audit Program (on-line)** – On-line audit program to assist residential customers in identification of energy savings opportunities. Consistency with existing residential programs and the ability to easily link to available program services and incentives are key features of the audit. Any customer charges must be included in the proposal. If energy kits/instant savings measures utilizing compact fluorescent lighting are included assume a thirty-three (33) kilowatt hour per year value, and net to gross ratio of eighty percent (80%) and an explicit adjustment for bulbs that are not installed immediately. Company requirements, including those specific to information technology must be included in the proposal.
- 7.2.9 **Residential Audit Program (on-site)** – On site audit programs to assist residential customers in identification of energy savings opportunities. Preference is for a program that is as close as possible to cost effective on a stand alone basis and operating in a seamless manner with existing residential programs. Proposals must include the price charged to customer (if any) for audit services. If audit savings are derived from energy kits/instant savings measures compact fluorescent lighting offerings should assume a thirty-three (33) kilowatt hours per year value, a net to gross ratio of eighty percent (80%) and an explicit adjustment for bulbs that are not installed immediately. Preference will be given to existing branded programs with procedures, contractor and customer marketing and performance data available from other markets
- 7.2.10 **Commercial Audit Program (on-line)** – On-line audit program to assist business customers in identification of energy savings opportunities. Consistency with existing programs and the ability to easily link to available program services and incentives are key features of the audit. Any customer charges must be included in the proposal. If energy kits/instant savings measures utilizing compact fluorescent lighting are included assume a thirty-three (33) kilowatt hours per year value, a net to gross ratio of eighty percent (80%) and an explicit adjustment for bulbs that are not installed immediately. Company requirements, including those specific to information technology must be included in the proposal.
- 7.2.11 **Consumer Electronics Program** - Equipment eligibility and efficiency levels synergistic with national standards, brands and campaigns, specifically new Energy Star standards. Preference will be given to proposals with clear

integration plan showing how this program fits with current residential program offerings in each market. Up-stream programs need address how units or sales within the company territory would be tracked.

- 7.2.12 **Measures in potential study** - New program or enhancement of existing program to include measures listed in potential study (see page 72 of Potential Study) not currently offered incentives through existing programs. Proposals for addition of measures to existing programs must be accompanied by integration strategy and plan.
- 7.2.13 **Improve the market penetration** – Improve penetration and customer uptake of existing energy efficiency programs. Preference given to proposals targeting specific target market: industry, geography, end-use or other measurable target. Proposals must be accompanied by integration strategy and plan.
- 7.2.14 **Individual customer proposal** – Individual aggregated customer or energy service company projects(s) with a minimum first year energy savings of 1 average megawatt (equivalent of 8,760 megawatt hours). Proposal must include end uses that deliver the savings, requested incentive(s), total project cost(s) and a measurement and verification plan. Project(s) that have received analysis services from existing utility programs in the past will require re-payment of the costs of the services to be eligible. Projects that are already completed or that will require existing program services to deliver savings/fund effort are not eligible. Customer proposals may be subject to Commission approval.
- 7.2.15 **“All Other Proposals” for Energy Efficiency Products** – Other proposals that can produce verifiable and sustainable energy efficiency savings that do not inhibit or impede the performance of existing programs.
- 7.3 **Class 3 Demand Side Management (short-term price responsive) products of specific interest are:**
- 7.3.1 **“All Other Proposals” for Demand Response Products** - Other proposals that can provide a minimum of five (5) megawatts of peak hour load reductions per program (diversity factor produces a minimum of five (5) megawatts per event) with primary focus on summer peak load management.

## 8. Proposal Instructions

### 8.1 Submittal of Proposals

Bidders must submit one copy of each proposal electronically to: <https://userlogin.procuri.com>.

Only electronic proposals sent via Procuri will be considered.

In addition, bidders must submit four hard copies and one compact disk of each proposal via mail to:

PacifiCorp 2008 Demand Side Resource Request for Proposals  
11/3/2008



Teri Winkley  
PacifiCorp  
825 NE Multnomah Street, Suite 940  
Portland, OR 97232

**Proposals are due on:** January 23, 2009 - 5:00 p.m. PST.

It is the bidder's sole responsibility to ensure proposals are received by the date stated in the Request for Proposal. Any proposal received after the stated due date may be rejected.

All proposals shall be prepared and submitted in accordance with these instructions and all proposals submitted shall become the property of PacifiCorp.

## **8.2 Request for Proposal Schedule (to be updated upon at time of issuance)**

Preliminary Solicitation Notice	04/04/2008
Issue Demand Side Management Request for Proposal	11/26/2008
Proposal Acknowledgement Due	12/05/2008
Bidder Questions Due	12/22/2008
PacifiCorp Responses Due	01/12/2009
Mutual Non-disclosure Agreement Due	01/16/2009
Bidder Proposals Due	01/23/2009
Short List Of Products Selected	04/24/2009
Letters Of Intent	04/27/2009
Complete Contract Negotiations	06/05/2009
Execute Contract(s)	06/19/2009
Regulatory Approval Process Begins	06/29/2009

This is an anticipated schedule and is subject to change. The Company accepts no liability to the extent the actual schedule is different from the anticipated schedule.

## **8.3 Compliance with Request for Proposal**

Bidders must carefully examine this Request for Proposal and be fully informed as to all conditions and matters that may in any way affect the work or the cost thereof. Should a bidder find discrepancies in, or omissions from, or ambiguous provisions, the bidder should immediately notify the Company's representative designated in Section 8.6 to obtain clarification prior to submitting any proposals.

PacifiCorp will not accept incomplete proposals, proposals for products or services not specifically requested, proposals for programs not meeting minimum program size requirements and implementation timelines (if specifically noted), proposals focused on supply-side resources (e.g. solar), proposals that acquire savings through fuel conversion tactics (e.g. converting electric space or water heat equipment to natural gas), or proposals found to be competitive rather than complementary to

PacifiCorp's current program offerings. See section 8.17 for a more complete of initial screening criteria and general proposal evaluation criteria. PacifiCorp is not obligated to review but may consider proposals for programs submitted under the "All Other Proposals". Additionally, proposals that lack specific details and commitments may be considered unacceptable.

Proposals targeting resources in Washington are subject to WAC 480-107-035. This provision allows for rejection of proposals not specifying as part of the price bid, the costs of complying with environmental laws, rules and regulations as part of the price bid and proposals PacifiCorp finds don't adequately serve customer interests.

#### **8.4 Proposal Negotiations**

As part of the issuance of letters of intent and/or the contracting process, the Company reserves the right to conduct discussions, negotiations and clarifications for any information submitted in a proposal, including profit margins and costs of material and services (unless proposals are strictly of the pay-for-performance in nature). PacifiCorp intends to negotiate both price and non-price factors during any post-proposal negotiations with bidders selected for the Short List. "Short List" refers to proposals initially selected for further review by PacifiCorp, as described in section 8.16. PacifiCorp will re-evaluate proposals for value and cost-effectiveness if costs and savings assumptions change in the negotiation process. Proposals are subject to re-evaluation until such time as PacifiCorp and successful bidders execute a final agreement.

#### **8.5 Right to Modify this Request for Proposal**

The Company reserves the right to revise this Request for Proposal prior to the date set for receipt of proposals. Such revisions will be announced by addendum. Copies of such addenda will be furnished to all bidders. If the revisions require material changes in quantities or price proposals, or both, the date set for opening proposals may be extended by such number of days as, in the opinion of Company, will enable the bidders to revise proposals. In such cases, the addendum will include an announcement of the new date for receipt of proposals. ORAL INSTRUCTIONS AND/OR INFORMATION REGARDING THIS REQUEST FOR PROPOSAL PROVIDED TO RESPONDENTS BY EMPLOYEES OR AGENTS OF THE COMPANY OTHER THAN THOSE DESIGNATED IN THIS REQUEST FOR PROPOSAL SHALL NOT BIND THE COMPANY.

#### **8.6 Inquiries**

Inquiries regarding all aspects of this Request for Proposal should be directed, via Procuri Communications, to Teri Winkley. All material communications must be submitted via Procuri Communications. The Company's responses material to this Request for Proposal may be forwarded on to all registered participants, without

identifying the source of the question. Contact with other employees or contractors of PacifiCorp concerning this Request for Proposal, unless specifically directed, is forbidden, and may be considered as grounds for disqualification to bid.

## **8.7 Format for Proposals Submitted**

Bidders must submit separate and distinct proposals for each product they are bidding or proposing. Bidders must submit the following information in the following format for each proposal submitted within this RFP:

### **Tab A – Executive Summary (no more than two pages)**

### **Tab B – Technical Proposal (no more than twenty-five pages)**

- Program description
- Marketing/customer recruitment plan
- Customer care plan (complaints, warranties, etc.)
- Delivery model and implementation plan
- Savings verification plan
- Integration plan (with existing PacifiCorp programs, if applicable)
- Requirements of PacifiCorp in the delivery of the proposed product
- Resumes of key personnel (including sub-contractors)
- List of similar programs and customer contact information (references)

### **Tab C – Pricing and Summary Data Schedule – See Attachment 1**

Pricing submitted shall include all taxes to be borne by PacifiCorp arising out of bidder's performance, including without limitation sales, use, and value-added taxes. Taxes must be clearly identified and shown as a separate line on each Pricing and Summary Data Schedule worksheet. For work bid on a lump sum or firm-fixed price basis, allowance for all taxes must be included in the total amount of the firm bid price and separately detailed on the Pricing and Summary Data Schedule worksheet.

Additionally, all proposals must specify as part of their pricing the costs of complying with environmental laws, rules and regulations in effect at the time of bid.

### **Tab D – Subcontractor Information** (subcontractor names, proposed role, experience, principle parties participating in the delivery of the proposal, etc.)

### **Tab E – Bidder Financial Information-** See section 8.9 for more information.

### **Tab F – Contract Exceptions –** See section 8.8 for more detail on contract exceptions.



**Tab G- Affiliate Interests** - Proposals from an affiliated company may require additional regulatory approval and scrutiny. All proposals must disclose any such affiliations and comply with WAC 480-107-135.

**Tab H – References** - Bidders must provide a list of recent related projects, complete with adequate reference contact information such as name, company, position, phone number and email address.

Proposals not conforming to the format of proposal, lacking key information, lacking a clear and concise business proposition, lacking pricing data, or otherwise not consistent with Request for Proposal instructions will be rejected without further review or consideration.

## **8.8 Contract and Exceptions**

PacifiCorp's demand side management product standard professional services contract is included as Attachment 4 to this Request for Proposal. Successful bidders will be required to execute a demand side management product standard professional services contract prior to conducting business with PacifiCorp. Bidders shall identify and explain any exceptions to PacifiCorp's demand side management product standard professional services contract proposals submitted. All exceptions must be approved and acknowledged in writing by the Company. Exceptions to PacifiCorp's standard contract not identified in the proposal response will not be considered at a later date. Any exceptions not specifically identified by a bidder will be deemed consistent with those represented in the standard contract and therefore included in the quoted pricing.

Bidders must notify PacifiCorp of any desired revisions to the contract format, content, or approaches to developing the relationship and the contractual arrangement in submitted proposals. Additionally, bidders should identify the contract article and paragraph of any proposed changes. The Company reserves the right to negotiate the final Scope, Terms and Conditions of Contract and Pricing prior to any award.

**PacifiCorp's standard professional services contract is comprised of the following – See attachment 4:**

- Draft professional services contract (main body of the contract)
- Release and certificate of final payment for contractors
- Requirements for letter of credit, if applicable.
- Labor and material payment
- Contractor safety and environmental orientation guide, incident report, and violation
- Electronic communications and computer resources policy.
- Other site specific requirements

It is anticipated that one or more contracts will be negotiated with bidders upon completion of Company's evaluation process. These contracts will be based on the preliminary contract document included in this Request for Proposal.

## **8.9 Financial Statements**

In order for PacifiCorp to assess financial stability and commercial risk, bidders must submit two (2) full years of financial statements with accompanying notes (income statement and balance sheet), audited if available otherwise internal, plus year-to-date interim statements. Financial statements of a parent company may be submitted however financial statements should also reflect the operational units responsible for delivering the proposed programs.

If financial statements have been submitted to PacifiCorp for a recent project (defined as within the last three (3) months), please contact Teri Winkley, via Procuri Communications, to determine if it should resubmitted for this RFP.

## **8.10 Vendor Pre-Qualification Form – See Attachment 3**

Bidders must complete and submit a Vendor Pre-Qualification Application. This form may be found on PacifiCorp's website: <http://www.pacificorp.com>. Select the "Suppliers" drop down menu then select "Suppliers and Purchasing." Follow the steps indicated to complete the Vendor Pre-Qualification Application. This will begin the pre-qualification process. This does not guarantee the award of a contract. This application requests the following:

- Bidder contact information
- Remit to information
- Type of business
- Bidder company structure
- Business classification
- Financial data
- Insurance coverage
- Work history
- Geographical areas of business
- Safety and environmental program information
- Labor standards

If this information has been submitted to PacifiCorp within the past three (3) months or less, please contact Teri Winkley, via Procuri Communications, to determine if it needs to be resubmitted for this Request for Proposal.

### **8.11 Bidder's Proposal Acknowledgement Letter – See Attachment 5**

All recipients of this Request for Proposal must complete the proposal acknowledgement letter and return it as indicated in the Request for Proposal Schedule found in section 8.2.

### **8.12 Request for Proposal Questions**

Bidders may submit questions on or before the date noted in the schedule set forth in section 8.2.

### **8.13 Release of Bidder Information to Subcontractors and Suppliers**

The Company may, upon request and at its discretion, release the names and addresses of all invited bidders for the purpose of allowing subcontractors or suppliers to submit proposals or quotations to bidders. Release of this information to a subcontractor or supplier shall not constitute an endorsement by the Company or guarantee an award of a contract under this Request for Proposal.

### **8.14 Withdrawal or Modification Proposal**

A bidder may, without prejudice to itself, modify or withdraw a proposal by written request any time prior to the closing time for receiving proposals at the place where proposals are to be received. Following withdrawal of a proposal, a bidder may submit a new proposal, provided that it is received by the Company in accordance with section 8.1.

### **8.15 Private Proposal Opening**

A private proposal opening will be held that must follow the guidelines listed below:

- Hard copy responses will be opened and logged as received following the proposal due date by the assigned Procurement representative and at least one other person not involved in the evaluation of the proposals. The opening must be witnessed and documented with the date and time of opening and the initials of the individuals who opened the proposal.
- If an extension of time is granted for a bidder, all bidders will be advised at the same time of the revised date and deadline for submission of proposals.
- Bids received after the due date must be opened by a Procurement representative and clearly marked "late bid." The envelope containing the bid documents and the electronic submission must be retained by the Company.
- Late bids may only be considered if it can be shown that consideration of the bid would not be unfair to other bidders, would not expose the Company or individual



employees to legal or regulatory liabilities, and would not otherwise be prohibited by applicable law.

Proposals will not be disclosed to either the public or other bidders. The Company may be required to disclose information, including documents identified as confidential information, to third parties during regulatory proceedings. The Company may file confidential information under seal to protection from Freedom of Information Act requests. In regulatory proceedings where other parties are involved, the Company may request a protective order to limit disclosure outside the regulatory proceeding.

In accordance with WAC 480-107, proposals for program offerings in Washington will be ranked, summarized, and made available for public review at PacifiCorp's Portland offices, 825 NE Multnomah Blvd, Suite 900, by appointment with PacifiCorp's assigned Procurement Representative. PacifiCorp will blind proposals in terms of competitive delivery details, cost and bidder name but will summarize each proposal by product characteristics i.e. product, size of resource, location of resource, customer sector, and similar generic information and rank each in accordance with the evaluation information found in section 8.16 of the Request for Proposal.

## 8.16 Evaluations

Proposals that **do not meet** the following minimum requirements may be rejected by PacifiCorp without further review or consideration:

- Must be a complete proposal (See section 8.7)
- Must be an eligible resource proposal (see section 7)
- Must be relevant (proposal must be large enough to warrant a program)
- Resource opportunity assumptions must be well documented and defensible
- Must meet a minimum cost effectiveness threshold
- Must not impede, conflict with, or displace existing PacifiCorp programs
- Bidder must be financially viable, without bankruptcies, and insured (proof of insurance certificate required)

All aspects of a proposal are important however the Company will assign greatest weight in the evaluation process to:

- Resource cost-effectiveness
- Bidder's technical expertise, experience and references
- Bidder's financial strength
- Strength and quality of implementation plan and schedule
- Reliability, sustainability and flexibility of resource
- System benefit (type of resource, size and location)

- Safe work practices and procedures

Additional evaluation considerations:

- Strength of management and sub-contractor team
- Synergies and coordination with existing PacifiCorp programs and vendors
- Competitiveness of proposal against like proposals or proposals targeting similar markets and measures or loads
- Performance guarantees
- Speed of savings acquisitions
- Marketing capabilities
- Innovation
- Addressing market barriers

PacifiCorp will consider all available information, in addition to that noted above in awarding resource contracts under this Request for Proposal.

Upon receipt, all proposals will undergo a preliminary screening (see minimum requirements list at the being of section 8.16, "Evaluations") and ranking by PacifiCorp in the development of a "Short List" of the most promising proposals. PacifiCorp will notify all bidders whether or not their proposals were selected for the "Short list". PacifiCorp reserves the right to reconsider proposals not on the initial "Short List" if short-listed proposals selected for further review ultimately do not to meet PacifiCorp's requirements or PacifiCorp is unable reach an equitable agreement with a short-listed bidder.

PacifiCorp will evaluate proposals for cost-effectiveness using the nationally-accepted methodology and cost benefit tests found in the California Standard Practice Manual. This manual may be found through the following website address:

[http://www.energy.ca.gov/greenbuilding/documents/background/07-J\\_CPUC\\_STANDARD\\_PRACTICE\\_MANUAL.PDF](http://www.energy.ca.gov/greenbuilding/documents/background/07-J_CPUC_STANDARD_PRACTICE_MANUAL.PDF).

In addition, the Company will employ internal financial and planning models, including the Company's integrated resource planning models, in the assessment and prioritization of proposals.

In the final screening of proposals for cost-effectiveness, PacifiCorp will use a combination of the annual nominal avoid cost decrements as published on Tables 7.47 and 7.48 in the Company's 2007 Integrated Resource Plan (for similarly shaped energy resources) and integrated resource planning model runs.

In accordance with WAC 480-107, proposals for resources in Washington will be evaluated against the prices PacifiCorp pays for resources derived from qualifying facilities as found in Pacific Power's Washington Schedule 37. These prices can be found through the following website address:

[http://www.pacificcorp.com/Regulatory\\_Rule\\_Schedule/Regulatory\\_Rule\\_Schedule\\_36242.pdf](http://www.pacificcorp.com/Regulatory_Rule_Schedule/Regulatory_Rule_Schedule_36242.pdf)

Bidders must provide the measure specific savings, measure life assumptions, and costs in sufficient granularity for PacifiCorp to conduct the above-noted cost-effectiveness calculations. **Attachment 1** of this Request for Proposal, "Pricing and Summary Data Schedule", contains further information regarding data requirements. Cost and savings numbers must be consistent throughout a proposal. Insufficient and/or incomplete data may result in PacifiCorp rejecting a proposal.

Energy savings should be based on well-documented and industry-supported deemed values; or derived through energy savings calculations using commonly-accepted engineering practices. For energy savings that are to be measured, describe the proposed measurement procedures. Respondents are encouraged to refer to savings and measure life data assumptions used in the development of PacifiCorp's Potential Study as one source for such data. Failure to use reasonable, well-documented and consistent savings and measure life assumptions may lead to the rejection of a proposal.

Capacity reduction assumptions should be based on well-documented measurement and verification procedures derived from commercial experience. Failure to use reasonable, well-documented and verifiable capacity reduction assumptions may lead to the rejection of a proposal. Proposals structured as pay-for-performance contracts are required to document in detail the proposed measurement and verification methodology to be used in the verification of capacity savings and determination of compensation.

All proposals must state that all environmental attributes associated with the project will accrue to the ownership and beneficial use of PacifiCorp.

Handling and disposal of hazardous materials as part of any proposal must be fully described and outlined and be compliant with federal, state and local laws, rules and regulations.

## **8.17 Acceptance**

Proposals will be subject to acceptance for a period of twelve (12) months after the date proposals are scheduled to be received. PacifiCorp reserves the right to reject any or all proposals, to award to other than the low price bidder, to split an award between two or more bidders, to perform the work itself, or to waive any informality in proposals received. Unsuccessful bidders will be so notified in writing within a



reasonable time after contract award or rejection of all proposals. Successful bidders will be required to sign and return the contract within ten (10) working days of its receipt, along with the following documents properly executed:

- Certificate(s) of insurance accompanied by the insurance endorsement
- Evidence of workers compensation coverage
- Surety Bonds, as applicable

#### **8.18 Request for Proposal Documents**

This Request for Proposal and other data appended or related to it are the property of the Company and are delivered only for the purpose of enabling each bidder to prepare and submit a proposal in response thereto. The information contained in or referred to in this Request for Proposal or appended to it must not be disclosed or released for any other use or purpose and must be returned to Company when requested.

#### **8.19 Tax Identification Number**

Successful bidders, if not a corporation, will be required to submit to Company its Federal Income Tax Identification Number or Social Security Number.

#### **8.20 Confidentiality**

A mutual confidentiality agreement is included in Attachment 2 of this Request for Proposal. Bidders must sign the Confidentiality Agreement and provide two signed originals to PacifiCorp at least one week prior to the proposed proposal due date. PacifiCorp will countersign the Confidentiality Agreement and return one fully executed agreement to the bidder. Only one Confidentiality Agreement is required regardless of the number of proposals being submitted.

#### **8.21 Costs Related to Proposal Development, Meetings and Negotiations**

All costs related to the completion, preparation, submittal, phone calls, meetings, negotiations and all other costs related to any proposals are the sole responsibility of the bidder. All proposals are submitted of a bidder's own free will. PacifiCorp will not reimburse bidders for any costs associated with responding to this Request for Proposal or proposal preparation.

#### **8.22 Bid Retention**

PacifiCorp may retain all information pertinent to this Request for Proposal process for a period of seven (7) years or until PacifiCorp concludes all relevant general rate cases where the information may be required, whichever is later. PacifiCorp reserves the right to waive irregularities. PacifiCorp also reserves the right to reject any and all proposals if no proposal adequately serves customers' interests.

### **8.23 Business Ethics**

PacifiCorp's Business Ethics Policy requires that the conduct of its business be in accordance with all applicable regulations and laws and be consistent with the highest standards of ethical behavior. Bidder and vendor conduct is expected to be of the same standard. There will be no exceptions to this policy.

Any person aware of any illegal or unethical behavior by a PacifiCorp employee must bring such misconduct to the immediate attention of The Network, 1-800-261-8651, a confidential and anonymous twenty-four (24) hour seven day (7) a week external reporting service.

### **9.0 List of Attachments**

**Attachment 1** – Pricing and Summary Data Schedule

**Attachment 2** – Mutual non-disclosure agreement

**Attachment 3** – Vendor Pre-qualification application form

**Attachment 4** - PacifiCorp's Demand Side Management Standard Professional Services Contract Document

EXHIBIT A, SCOPE OF WORK

EXHIBIT B, FORM OF RELEASE (PURCHASE ORDER OR TASK ORDER)

EXHIBIT C, FEE SCHEDULE

EXHIBIT D, CONTRACT EXPENSE REPORT

EXHIBIT E, COMPANY DRUG TESTING AND CRIMINAL BACKGROUND CHECK FORM

**Attachment 5** – Acknowledgement Letter

**Attachment 1 – Pricing and Summary Data Schedule**

DRAFT



Attachment 1 - Class 1 DSM, Load Management  
RFP Section 7 "Product Requested" Reference Number:

State:	2010*	2011	2012	2013	2014	Total: 2010-2014	Total: 2015 - 2020
<b>Target customer segment:</b>							
<b>Retrofit or new construction:</b>							
<b>Proposal costs</b>							
Program design						\$ -	
Technical services						\$ -	
Marketing						\$ -	
Administration						\$ -	
Tracking and reporting						\$ -	
Incentives paid to customers						\$ -	
Incentives paid to others						\$ -	
<b>Total proposal costs</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Taxes included in above pricing</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Alternate cost structure (pay for savings): \$/kw-yr.</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Taxes included in above pricing</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total customer costs**</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Capacity reductions***</b>							
Months available - list:							
Weeks available - list:							
Days available - list:							
Hours per year							
Megawatts (MW)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Megawatt hours (MWH) if applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Technical information</b>							
Participating customers						0	
End Use One ****							
End Use Two							
End Use Three							
Net to gross ratio (include reference source)							
Measure life (include reference source)							
<b>Other costs and benefits</b>							
Operation and maintenance (O&M) costs over measure life. List assumptions.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Quantified non-energy benefits. List assumptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Notes:**

\* Provide start date for 2010  
this cost

\*\*\* First year savings at customer site

\*\*\*\* List as percentage of total savings. Add lines if needed  
Vendor responsible for verifying all formulas and totals in this exhibit

Attachment 1 - Class 2 DSM, Energy Efficiency  
RFP Section 7 "Product Requested" Reference Number:

State:		2010*	2011	2012	2013	2014	Totals: 2010 - 2014	Totals 2015 - 2020
<b>Target customer segment:</b>								
<b>Retrofit or new construction:</b>								
<b>Proposal costs</b>								
Program design							\$ -	
Technical services							\$ -	
Marketing							\$ -	
Administration							\$ -	
Tracking and reporting							\$ -	
Incentives paid to customers							\$ -	
Incentives paid to others							\$ -	
<b>Total proposal costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Taxes included in above pricing</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total customer costs**</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Energy savings***</b>								
Megawatt hours (MWH)							0	
Megawatts (MW)							0	
<b>Technical information</b>								
Participating customers								
End Use One ****								
End Use Two								
End Use Three								
Net to gross ratio (include reference source)								
Measure life (include reference source)								
<b>Other costs and benefits</b>								
Operation and maintenance (O&M) costs over measure life. List assumptions.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Quantified non-energy benefits. List assumptions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Notes:**

- \* Provide start date for 2010
- \*\* Customer costs - all the customer capital costs for the projects (less code or standard practice). Do not deduct incentives from this cost
- \*\*\* First year savings at customer site
- \*\*\*\* List as percentage of total savings. Add lines if needed
- Vendor responsible for verifying all formulas and totals in this exhibit

Attachment 1 - Class 3 DSM, Short term price response resources  
 RFP Section 7 "Product Requested" Reference Number:

State:	2010*	2011	2012	2013	2014	Total: 2010-2014	Total: 2015 - 2020
Target customer segment:							
Retrofit or new construction:							
<b>Proposal costs</b>							
Program design						\$	
Technical services						\$	
Marketing						\$	
Administration						\$	
Tracking and reporting						\$	
Incentives paid to customers						\$	
Incentives paid to others						\$	
<b>Total proposal costs</b>	\$	\$	\$	\$	\$	\$	\$
<b>Taxes included in above pricing</b>	\$	\$	\$	\$	\$	\$	\$
<b>Alternate cost structure (pay for savings): \$/kw-yr.</b>	\$	\$	\$	\$	\$	\$	\$
<b>Taxes included in above pricing</b>	\$	\$	\$	\$	\$	\$	\$
<b>Total customer costs**</b>	\$	\$	\$	\$	\$	\$	\$
<b>Capacity reductions**</b>							
Months available - list:							
Weeks available - list:							
Days available - list:							
Hours per year							
Megawatts (MW)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Megawatt hours (MWH) if applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Technical information</b>							
Participating customers							
End Use One ****							0
End Use Two							
End Use Three							
Net to gross ratio (include reference source)							
Measure life (include reference source)							
<b>Other costs and benefits</b>							
Operation and maintenance (O&M) costs over measure life. List assumptions.	\$	\$	\$	\$	\$	\$	\$
Quantified non-energy benefits. List assumptions	\$	\$	\$	\$	\$	\$	\$

**Notes:**

\* Provide start date for 2010

\*\*Customer costs - all the customer capital costs (if any) to participate. Do not deduct incentives from this cost

\*\*\* First year savings at customer site

\*\*\*\*List as percentage of total savings. Add lines if needed

Vendor responsible for verifying all formulas and totals in this exhibit



**Attachment 2 – Mutual non-disclosure agreement**

DRAFT

 **PACIFICORP**  
A MIDAMERICAN ENERGY HOLDINGS COMPANY  
**NONDISCLOSURE AGREEMENT**

In connection with a proposed business relationship, PacifiCorp ("Company") has disclosed or may disclose to you business information, technical information and/or ideas ("Proprietary Information").

In consideration of any disclosure and any negotiations concerning the proposed business relationship, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate the proposed business relationship) or disclose any Proprietary Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by Company, or (c) was properly disclosed to you by another person without restriction. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The foregoing does not grant you a license in or to any of the Proprietary Information.
2. If you decide not to proceed with the proposed business relationship or if asked by Company, you will promptly return all Proprietary Information and all copies, extracts and other objects or items in which it may be contained or embodied.
3. You will promptly notify Company of any unauthorized release of Proprietary Information.
4. You understand that this Agreement does not obligate Company to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm to Company for which damages is not an adequate remedy and that the Company shall therefore be entitled to equitable relief in addition to all other remedies available at law.
6. The terms of this Agreement will remain in effect with respect to any particular Proprietary Information until you can document that it falls into one of the exceptions stated in Paragraph 1 above or Company agrees to release you in writing executed by the Parties.
7. This Agreement is governed by the laws of the State of Oregon and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Acknowledged and agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
*Please Print Name Here*

**Attachment 3 – Vendor Pre-qualification application form**

DRAFT



**PacifiCorp**  
**Vendor Pre-Qualification Application**

**Return Completed Application With Bid Proposal:**

PacifiCorp Procurement  
Attention: Teri Winkley  
825 NE Multnomah Street, Suite 940  
Portland, Oregon 97232  
Fax (503) 813-6198  
Email: Teri.Winkley@PacifiCorp.com

Please complete this form in detail using additional sheets as necessary. Catalogs / Brochures may be submitted as supplemental information.

Legal Business Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

STREET ADDRESS                      CITY                      STATE    COUNTRY                      ZIP CODE

Mailing Address: \_\_\_\_\_

(IF DIFFERENT THAN ABOVE)    STREET ADDRESS                      CITY                      STATE    COUNTRY                      ZIP CODE

(                      )                      (                      )  
AREA CODE    PHONE NUMBER                      AREA CODE    FAX NUMBER

E-Mail Address (Sales & Customer Service): \_\_\_\_\_

E-mail Address (Purchase Orders): \_\_\_\_\_

Internet URL: \_\_\_\_\_

Tax ID (EIN/TIN): \_\_\_\_\_ or SSN: \_\_\_\_\_

If SSN then SS Name: \_\_\_\_\_

**'Remit To' (Accounts Receivable) Address If Different From Mailing Address:**

Address: \_\_\_\_\_

STREET ADDRESS                      CITY                      STATE    COUNTRY                      ZIP CODE

Accounts Receivable Phone Numbers: \_\_\_\_\_

**Company Officers, Partners or Principals (Attach Organization Chart)**

Executive: \_\_\_\_\_

Operations: \_\_\_\_\_

Sales: \_\_\_\_\_

Under present management since: \_\_\_\_\_

Parent company: \_\_\_\_\_

Subsidiary/affiliations: \_\_\_\_\_

Are there any current or previous PacifiCorp employees that are employees, officers, or principle stockholders in your company?     Yes     No

If yes, please explain: \_\_\_\_\_

**Type of Business**

\_\_\_ Contractor\*    \_\_\_ Consultant    \_\_\_ Manufacturer    \_\_\_ Carrier    \_\_\_ Distributor    \_\_\_ Factory Rep  
\_\_\_ Wholesaler    \_\_\_ Software    \_\_\_ Retailer    \_\_\_ Other \_\_\_\_\_

\*The attached "Additional Contractor Information" form must be submitted along with this Pre-Qualification application.

WHAT PRODUCTS OR SERVICES DO YOU OFFER? (See Category Group listing at end of this document) PLEASE BE SPECIFIC:

\_\_\_\_\_  
\_\_\_\_\_

**Company Structure**

\_\_\_ Sole Proprietor    \_\_\_ Partnership    \_\_\_ Corporation    \_\_\_ Affiliate    \_\_\_ Joint Venture    \_\_\_ Subsidiary

\_\_\_ Non-Profit    \_\_\_ Division of: \_\_\_\_\_

Year Established: \_\_\_\_\_    Number of Employees: \_\_\_\_\_    State of Incorporation: \_\_\_\_\_

Dunn & Bradstreet Number: \_\_\_\_\_    Stock Symbol: \_\_\_\_\_

Parent Company Name and Incorporated Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are any products or components of products sold to PacifiCorp manufactured outside of the US? Yes No

If yes, percentage of product manufactured outside the US: \_\_\_\_\_%

List countries where products are manufactured: \_\_\_\_\_  
\_\_\_\_\_

Does your company have a program in place to monitor child labor practices in non-aligned countries? Yes No

What is the minimum age for employment in yours or your subcontract manufacturing facilities outside of the United States? Under 18 \_\_\_\_\_ 18+ \_\_\_\_\_

**Business Classification**

Are you a certified diversity enterprise?    \*YES     NO

\*If Yes, which agency or organization issued you the certification? \_\_\_\_\_

Are you certified as, or a participant in a US Small Business Administration (SBA) program?

YES     NO

What is your diversity classification? \_\_\_\_\_

Your diversity status will not be included unless you attach copy(s) of certification(s)

**BUSINESS INFORMATION**

Have you performed work for, or supplied material to PacifiCorp, its affiliates, or parent company MidAmerican Energy Holdings Company?    YES     NO

If yes, provide list on an attached sheet and provide your PacifiCorp or MidAmerican Energy Holdings Company vendor ID number(s): \_\_\_\_\_

**FINANCIAL DATA**

Include financial statements (audited if available) for the interim and previous 2 years and indicate your annual sales for the business for the last three years.

\$ \_\_\_\_\_ Year \_\_\_\_\_  
 \$ \_\_\_\_\_ Year \_\_\_\_\_  
 \$ \_\_\_\_\_ Year \_\_\_\_\_

Bank Reference	Contact Name	Telephone
Bank Reference	Contact Name	Telephone
Bank Reference	Contact Name	Telephone

Indicate dollar range which you are interested in bidding: \_\_\_\_\_ TO \_\_\_\_\_  
Minimum Maximum

Are You Bondable? YES  NO  Dollar limit per contract: \_\_\_\_\_  
 Total dollar bond ability: \_\_\_\_\_

**Insurance Coverage**

**PLEASE ATTACH PROOF OF THE FOLLOWING WHEN YOU MAIL OR EMAIL YOUR APPLICATION:**

- **Worker’s Compensation**

All Workers’ Compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against the 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 parties.

- **Employers' Liability** insurance with a **minimum single limit of \$1,000,000.**

- **Commercial General Liability** insurance. The most recently approved ISO policy, 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) Bodily Injury and Property Damage, including the following coverages:

- a. Premises and Operations Coverage
- b. Independent Contractor’s Coverage
- c. Contractual Liability
- d. Products and Completed Operations Coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad Form Property Damage Liability
- g. Personal Injury Liability, with the contractual exclusion removed
- h. Sudden and Accidental Pollution Liability, as appropriate

- **Business Automobile Liability** insurance. The most recently approved ISO policy, or its equivalent, with a **minimum single limit of \$1,000,000** for bodily injury and property damage including Sudden and Accidental Pollution Liability as appropriate, with respect to Vendor’s vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Work.

- **Professional Liability** insurance covering damages arising out of negligent acts, errors, or omissions committed by Vendor, with a liability limit of **not less than \$1,000,000 each claim.** Vendor shall maintain this policy for a minimum of two (2) years after completion of the Work or shall arrange for a two 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 Services under a contract and caused by any error, omission, breach or negligent act for which the Vendor is held liable.



- **Umbrella Liability insurance** with a **minimum limit of \$5,000,000 each occurrence/aggregate** where applicable to be excess of the coverages and limits required in Employers' Liability insurance, Commercial General Liability insurance and Business Automobile Liability insurance above. Vendor shall notify Company, if at any time their full umbrella limit is not available during the term of any Contract, and will purchase additional limits, if requested by Company.

Except for Employers' Liability, Business Automobile Liability and Professional Liability insurance, the policies required herein shall include provisions or endorsements naming Company, its officers, directors, agents, and employees as additional insureds.

To the extent of Consultant's negligent acts or omission, all policies required by any Contract shall include provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder, provisions that the policy contain a cross liability or severability of interest clause or endorsement, and provisions that such policies not be canceled or their limits of liability reduced without 1) ten (10) calendar days prior written notice to Company if canceled for nonpayment of premium, or 2) thirty (30) calendar days prior written notice to Company if canceled for any other reason. All required insurance policies shall not contain any provisions prohibiting waivers of subrogation. A certificate in a form satisfactory to Company certifying to the issuance of such insurance shall be furnished to Company. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate.

Commercial General Liability insurance coverage provided on a "claims-made" basis shall be maintained by Vendor for a minimum period of five (5) years after the completion of any Contract and for such other length of time necessary to cover liabilities arising out of the Work.

**Work History**

List the projects completed under the company's present legal name within the last two (2) years. For each of the types of work and/or services selected from the attached category list. (If required, attach additional information using the format shown below.)

Type Work Performed	Client Address Contact Phone	Location of Job	Contract Value	Start/Complete Date

**Indicate Geographical Areas of Business Interest**

Oregon  Washington  California  Idaho  Montana  Utah  Wyoming  International

**Please note the States in which your company can remit Sales Tax:**

\_\_\_\_\_

**Safety & Environmental Program**

**Safety**

**Does your company have a formal safety program?    YES     NO**

- 1. List your company's interstate worker's compensation experience modification rate for past three years plus current year. If a specific state experience modifier is available, list that and identify the state. Attach a copy of your company's rate notice.**

Year	Rate Modifier	State

Do you have reason to believe that your rate for the current year will vary by more than 5% from the most recent rate identified above?    \*YES     NO

**\*If Yes, give reason:** \_\_\_\_\_

- 2. Using your OSHA 300 and prior 200 logs, provide Incident Rate and Lost Time Rate for the past three years plus the current year-to-date. Please provide copies of your OSHA 300/200 Logs for these years. Only copy the section with the totals (the portion which is to the right of the fold line).**

YEAR	RECORDABLE RATE *	LOST TIME RATE **

\* Number of recordable incidents times 200,000 divided by the number of man-hours worked.

\*\* Number of lost time accidents times 200,000 divided by the number of man-hours worked.

Do you have reason to believe that either rate for the current year will vary by more than 5% from the most recent rate identified above?    \*YES     NO

**\*If Yes, give reason:** \_\_\_\_\_

- 3. Indicate the number of fatalities your company has experienced during the past three (3) years plus the current year.**

Year	Number of Fatalities
Current Year	

- 4. Indicate actual man-hours worked for each of the past three years plus the current year:**

Year	Number of Man-hours Worked
Current Year	
200	
200	
200	

5. Have you been inspected by OSHA or other industrial safety enforcement agency in the past three years and/or current year? \*YES  NO

\*If Yes, identify the Date(s) and describe the type violations cited and penalties assessed.

Date	Type of Violation	Penalties

6. Do you have a written safety program? \*YES  NO

\*If Yes, provide copy of written safety program.

7. List the safety training that you provide to your employees.

Type examples: orientation, crew safety meetings, emergency response/first aid, hazardous materials

Type	Duration	Frequency	Description
<b>New Hires:</b>			
<b>Employees:</b>			
<b>Field Supervisors:</b>			

8. Do you conduct site safety inspections? YES  NO

Frequency	Inspectors

9. Who typically has site safety responsibility?

Title	Responsibility

10. Identify the officer in your company with responsibility for safety:

Name	Title
Phone	EMail

11. Describe your company's safety organization and the reporting relationship, beginning with the above officer down to the job site:

12. Does your company use safety performance in the evaluation of Field Supervisors or foremen?

\*YES  NO

\*If Yes, Describe safety performance standard:



13. Do you have a drug and alcohol policy?

\*YES  NO

\*If Yes, does it include:

Pre-employment testing	YES <input type="checkbox"/>	NO <input type="checkbox"/>
For Cause Testing	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Post Accident Testing	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Random Testing	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Post Rehabilitation/Follow-Up	YES <input type="checkbox"/>	NO <input type="checkbox"/>

14. Do you have an accident/incident investigation and reporting procedures?

\*YES  NO

\*If Yes,

- Indicate the levels within your organization which receive accident reports
- Provide copy of the Procedure and Accident Investigation Forms.

Employees	YES <input type="checkbox"/>	NO <input type="checkbox"/>	FREQUENCY: _____
Field Supervisors	YES <input type="checkbox"/>	NO <input type="checkbox"/>	FREQUENCY: _____
Safety Manager	YES <input type="checkbox"/>	NO <input type="checkbox"/>	FREQUENCY: _____
Vice President	YES <input type="checkbox"/>	NO <input type="checkbox"/>	FREQUENCY: _____
President	YES <input type="checkbox"/>	NO <input type="checkbox"/>	FREQUENCY: _____

**Accident Investigation Form Procedure and Description**

15. Indicate the number of fatalities your subcontractors have experienced over the last (3) three years including this year.

Year	Number of Fatalities

16. Describe your subcontractor selection criteria with regard to subcontractor's health and safety programs and performance.

17. How do you manage subcontractor safety concerns?

18. Indicate the number of fatalities your subcontractors have experienced over the last three (3) years including this year.

19. Describe any innovative process or approach that demonstrates your workforce's ownership of your health and safety process and management's guidance and support; i.e., accountability programs, incentive programs, hazard recognition programs.

**Environmental**

20. Has your organization named a specific person to be responsible for environmental issues? Y\_\_ N\_\_

Name that person. \_\_\_\_\_

21. Have any of your organization's job sites been inspected by an environmental agency this year or during any of the three previous years? Y\_\_ N\_\_

22. Has your organization received a Notice of Noncompliance (NON) or a Notice of Violation (NOV) from an environmental agency this year or in any of the three previous years? Y\_\_ N\_\_

23. Has your organization had any reportable job-site spills or releases, including releases to air, this year or in any of the three previous years? Y\_\_ N\_\_

24. Does your organization keep inventories of chemicals at all job sites? Y\_\_ N\_\_

25. Does your organization have a documented plan for providing environmental training to your workers? Y\_\_ N\_\_

26. Have you evaluated the significant environmental aspects of this job? Y\_\_ N\_\_

List them.

---

---

---

**Labor Standards**

27. Does your company have a documented company policy concerning labor conditions? Y\_\_ N\_\_

28. Does your company have a senior management representative whose responsibility it is to ensure that the labor standards are met? Y\_\_ N\_\_

Name that person. \_\_\_\_\_

If no, please provide the name of a person who can provide more information concerning your labor standards.

Name that person. \_\_\_\_\_

29. Does your company make available to the public/stakeholders an annual report on its key Social/Ethical issues? Y\_\_ N\_\_

30. Does your company have a documented company policy that prohibits any form of bribery or corruption? Y\_\_ N\_\_

31. Does your company have a confidential method in place for employees or other parties to report bribery and/or corruption? Y \_\_\_  
N \_\_\_

32. Does your company support any community programs (e.g. United Way, literacy programs)? Y \_\_\_ N \_\_\_

If yes, please name them:

I ACKNOWLEDGE AND REPRESENT THAT THE INFORMATION FURNISHED IS COMPLETE AND FACTUAL		
_____	_____	_____
SIGNATURE	TITLE	DATE

DRAFT

**CONTRACTOR INFORMATION**

(To Be Completed by Contractors Only)

**Labor Relations:**

A. Field Supervision (Number of Field Superintendents and Foreman by specialty and average number of years each has been employed with the company).

\_\_\_\_\_

\_\_\_\_\_

B. Amount of trade personnel typically employed (minimum/maximum) \_\_\_\_\_ / \_\_\_\_\_

C. Check classifications of workers employed:

- |                                       |   |  |
|---------------------------------------|---|--|
| <input type="checkbox"/> Laborers     | <input type="checkbox"/> Insulators         | <input type="checkbox"/> Operating Engineers |
| <input type="checkbox"/> Boilermakers | <input type="checkbox"/> Plumbers           | <input type="checkbox"/> Masons              |
| <input type="checkbox"/> Pipe Fitters | <input type="checkbox"/> Plasterers         | <input type="checkbox"/> Electricians        |
| <input type="checkbox"/> Carpenters   | <input type="checkbox"/> Iron Workers       | <input type="checkbox"/> Millwrights         |
| <input type="checkbox"/> Painters     | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Sheet Metal Workers |
| <input type="checkbox"/> Teamsters    | <input type="checkbox"/> Other (List) _____ |  |

D. The following is a list of the trade classifications and union affiliations of the Contractor's employees and any Subcontractor's, if applicable:

Trade Classification(s)	Union Affiliation (If none, so state)
_____	_____
_____	_____
_____	_____

E. Does the company directly negotiate wage agreements with any unions? YES  NO   
 Is the company a member of an association which conducts union negotiations? YES  NO   
 If yes, identify associations and unions \_\_\_\_\_

F. Does the company have National Construction and/or Maintenance Agreements? YES  NO   
 If yes, please describe \_\_\_\_\_

G. Code Work

- Is company qualified under National Codes such as A.S.M.E. Code & Design Specs YES  NO   
 Does the company have a Quality Assurance Program? YES  NO   
 Does the company have a Quality Control Staff? YES  NO

<b>I ACKNOWLEDGE AND REPRESENT THAT THE INFORMATION FURNISHED IS COMPLETE AND FACTUAL</b>		
SIGNATURE	TITLE	DATE



## Category Group Listing - Please circle your business area(s)!

Abrasives	Landscaping Products
Adhesives	Large Motor Purchase and Repair
Advertising	Legal Services
Anodes	Lighting
Appliances & Shelving	Lubricants
Architectural Services	Mail / Messenger Services
Asbestos - Abatement	Manholes
Ash Handling Systems	Marine - Booms and Deployment
Ash Ponds	Marine - Diving Services
Audio Visual	Marine - Dredging
Automotive	Marine - Underwater Repair
Batteries	Marketing Services
Building & Facilities Services	Medical
Building Supplies	Meters and Instruments - T&D and Distribution
Cafeteria Supplies & Services	Mining - Draglines
Cesspool Services	Mining - Explosives
Charts & Recorders	Mining - Heavy Equipment
Chemicals	MRO
Chemicals - Boiler	Office & Construction
Clothing	Office Products & Services
Clothing & Uniforms	Oil Spills - Cleanup/Remediation
Coal Handling	Painting - Services and Supplies
Collection Services	Painting & Protective Coatings
Communication	Paper
Communication / Fibre Cable	Parts Cleaning
Compressors	Paving
Computer	Periodicals
Computer System Maintenance	Photographic
Condensate Systems	Plant Generators
Connectors & Pole Line Hardware	Plumbing
Construction Equipment	Poles & Crossarms
Construction Products	Precipitator Purchase and Repair
Contingent Workforce	Printing
Contractors	Promotional
Control - Distributed Control Systems	Pumps - Purchase and Repair
Control - Instrumentation	Real Estate Services
Control Cabinets	Rectifiers
Control Room Systems	Refuse Removal
Cooling Tower	Relay Boards
Corrosion Control	Restoration Support
Crane Operations	Roofing
Disposal and Transportation - Environmental	Safety
Electric Conduit (PVC, Steel, HDPE)	Safety Supplies
Electrical	Scaffolding
Emergency Response	Security
Engineering	Service Awards & Programs
Environmental	Services - Distribution, T&D
Facilities Management	Signs / Locks / Pallets
Fire Protections	Small Electric Generators , 10 Kw
Fitness Equipment and Maintenance	Software Products & Services
Fleet	Soil Borings & Soil Solidification
Forklifts	Staff Augmentation
Fuel	Steel & Metal Products
Furniture	Switching Equipment
Fuses	Tank Cleaning, Purchase and Repair
Gases	Telecommunications
Generating Station Balance of Plant (BOP)	Tire Disposal
Generating Station Boilers	Tools
Grounds Maintenance	Training
Hardware	Transformers
Hardware	Transformers (Power & Distribution)
Hauling Rigging & Unloading	Travel
HVAC Equipment Supplies & Services	Tree Trim & Right of Way Grounds Maintenance
Hydro Construction	Turbines - Wind, Steam, Gas and Hydro
Hydro Operations	Uninterruptible Power Supply
Instruments - Electrical	Valves
Interior Design & Renovation	Water Treatment - Materials
IT and Communication Consultants	Water Treatment - Mixed Resin Bed Systems
Janitorial Supplies & Services	Water Treatment - On-Site Services
Laboratory Instruments	Wire & Cable

EEO CERTIFICATION OF COMPLIANCE

**I. CONTRACT CLAUSES INCORPORATED BY REFERENCE IN EACH NONEXEMPT CONTRACT OR PURCHASE ORDER WHICH IS PRESENTLY EXISTING OR WHICH MAY BE ENTERED INTO HEREAFTER, BETWEEN THE UNDERSIGNED AND THE CONTRACTOR**

**A. Equal Opportunity Clause**

The undersigned agrees that the Equal Opportunity Clause, prohibiting discrimination against any employee or applicant for employment in Executive Order No. 11246 and codified as 41 CFR 60-1.4 and 4.3, is incorporated by reference.

**B. Affirmative Action for Disabled Veterans, Other Protected Veterans, Recently Separated Veterans, and Armed Forces Medal Veterans**

The undersigned agrees that the Affirmative Action Clause relating to the employment and advancement of veterans in Executive Order No. 11701 and codified as 41 CFR 60-300, is incorporated by reference.

**C. Affirmative Action for Disabled Workers**

The undersigned agrees that the Affirmative Action Clause relating to the employment and advancement of qualified disabled employees and applicants for employment, in Executive Order No. 11758 and codified as 41 CFR 60-741, is incorporated by reference.

**II. AFFIRMATIVE ACTION PROGRAMS TO BE DEVELOPED WITHIN 120 DAYS FROM THE COMMENCEMENT OF THIS CONTRACT**

**A. Equal Opportunity Clause**

The undersigned agrees that if it has 50 or more employees and (1) has a subcontract of \$100,000 or more; or (2) has Government bills of lading which can reasonably be expected to total \$100,000 or more in any 12-month period; or (3) serves as a depository of Government funds in any amount; or (4) is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount, the undersigned agrees that it will develop a written affirmative action compliance program for each of its establishments.

**B. Affirmative Action for Disabled Veterans, Other Protected Veterans, Recently Separated Veterans, and Armed Forces Medal Veterans**

The undersigned agrees that if it holds a contract of \$100,000 or more and if it has 50 or more employees, it will prepare and maintain an affirmative action program at each establishment setting forth its policies, practices and procedures relating to the employment and advancement of veterans in accordance with the provisions of 41 CFR 60-300.

**C. Affirmative Action for Disabled Workers**

The undersigned agrees that if it holds a contract of \$50,000 or more and if it has 50 or more employees, it will prepare and maintain an affirmative action program at each establishment setting forth its policies, practices and procedures relating to the employment and advancement of disabled workers in accordance with the provisions of 41 CFR 60-741.5.

**III. STANDARD FORM 100 (EEO-1) REPORTS**

If the undersigned is (1) not exempt from the provisions of the Equal Opportunity Clause; (2) has 50 or more employees; (3) is a prime contractor of first tier subcontractor; and (4) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes, the undersigned agrees that it will file with the appropriate Federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this agreement or the award of any such purchase order (unless such a report has been filed within the last 12 months), and agrees to continue to file such reports annually.

**IV. CERTIFICATION OF NONSEGREGATED FACILITIES**

In accordance with Executive Order 11246 and 41 CFR 60-1.8, the undersigned certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained; and that the undersigned will obtain a similar certification prior to the award of any nonexempt subcontract.

**I ACKNOWLEDGE AND REPRESENT THAT THE INFORMATION FURNISHED IS COMPLETE AND FACTUAL.**

\_\_\_\_\_  
FULL LEGAL NAME OF COMPANY AND ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Attachment 4 - PacifiCorp's Demand Side Management Standard  
Professional Services Contract Document**

EXHIBIT A, SCOPE OF WORK

EXHIBIT B, FORM OF RELEASE (PURCHASE ORDER OR TASK ORDER)

EXHIBIT C, FEE SCHEDULE

EXHIBIT D, CONTRACT EXPENSE REPORT

EXHIBIT E, COMPANY DRUG TESTING AND CRIMINAL BACKGROUND CHECK  
FORM

DRAFT

**DSM PROFESSIONAL SERVICES CONTRACT**

**BETWEEN  
PACIFICORP  
AND**

**TABLE OF CONTENTS**

	<u>PAGE</u>
ARTICLE 1. DEFINITIONS .....	1
ARTICLE 2. DESCRIPTION OF WORK .....	1
ARTICLE 3. PERIOD OF PERFORMANCE .....	1
ARTICLE 4. RELEASES .....	2
ARTICLE 5. CONSIDERATION AND PAYMENT .....	2
ARTICLE 6. TAXES.....	2
ARTICLE 7. ACCOUNTING AND AUDITING .....	3
ARTICLE 8. CREDIT REQUIREMENT.....	3
ARTICLE 9. WITHHOLDING PAYMENT.....	3
ARTICLE 10. DESIGNATED REPRESENTATIVE AND NOTICES.....	3
ARTICLE 11. SAFETY AND SITE REGULATIONS.....	4
ARTICLE 12. EXAMINATION OF WORK AND PROGRESS REPORTS.....	4
ARTICLE 13. PROFESSIONAL RESPONSIBILITY .....	4
ARTICLE 14. CHANGES .....	4
ARTICLE 15. INSURANCE AND WORKERS' COMPENSATION .....	4
ARTICLE 16. INDEMNIFICATION .....	5
ARTICLE 17. CONSEQUENTIAL DAMAGES.....	6
ARTICLE 18. CONSULTANT'S PERSONNEL/DRUGS, ALCOHOL AND FIREARMS .....	6
ARTICLE 19. CRIMINAL BACKGROUND CHECK, IDENTITY VERIFICATION AND RELATED SCREENING .....	6
ARTICLE 20. BUSINESS ETHICS.....	7
ARTICLE 21. PROGRESS MEETINGS .....	7
ARTICLE 22. LAWS AND REGULATIONS.....	7
ARTICLE 23. INDEPENDENT CONTRACTOR.....	7
ARTICLE 24. COOPERATION WITH OTHERS .....	7
ARTICLE 25. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS .....	8
ARTICLE 26. CLAIM NOTICE AND RESOLUTION PROCEDURE.....	8
ARTICLE 27. SUSPENSION OF WORK .....	8
ARTICLE 28. TERMINATION FOR CONVENIENCE.....	8
ARTICLE 29. TERMINATION FOR CAUSE .....	8
ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER NONDISCRIMINATION CLAUSES .....	9



ARTICLE 31. RELEASE OF INFORMATION – ADVERTISING AND PROMOTION ..... 10

ARTICLE 32. CONFIDENTIAL INFORMATION NONDISCLOSURE ..... 10

ARTICLE 33. OWNERSHIP OF DESIGNS, DRAWINGS AND WORK PRODUCT ..... 10

ARTICLE 34. PATENT AND COPYRIGHT INDEMNITY ..... 10

ARTICLE 35. NONEXCLUSIVE RIGHTS ..... 11

ARTICLE 36. ASSIGNMENT ..... 11

ARTICLE 37. SUBCONTRACTS ..... 11

ARTICLE 38. NONWAIVER ..... 11

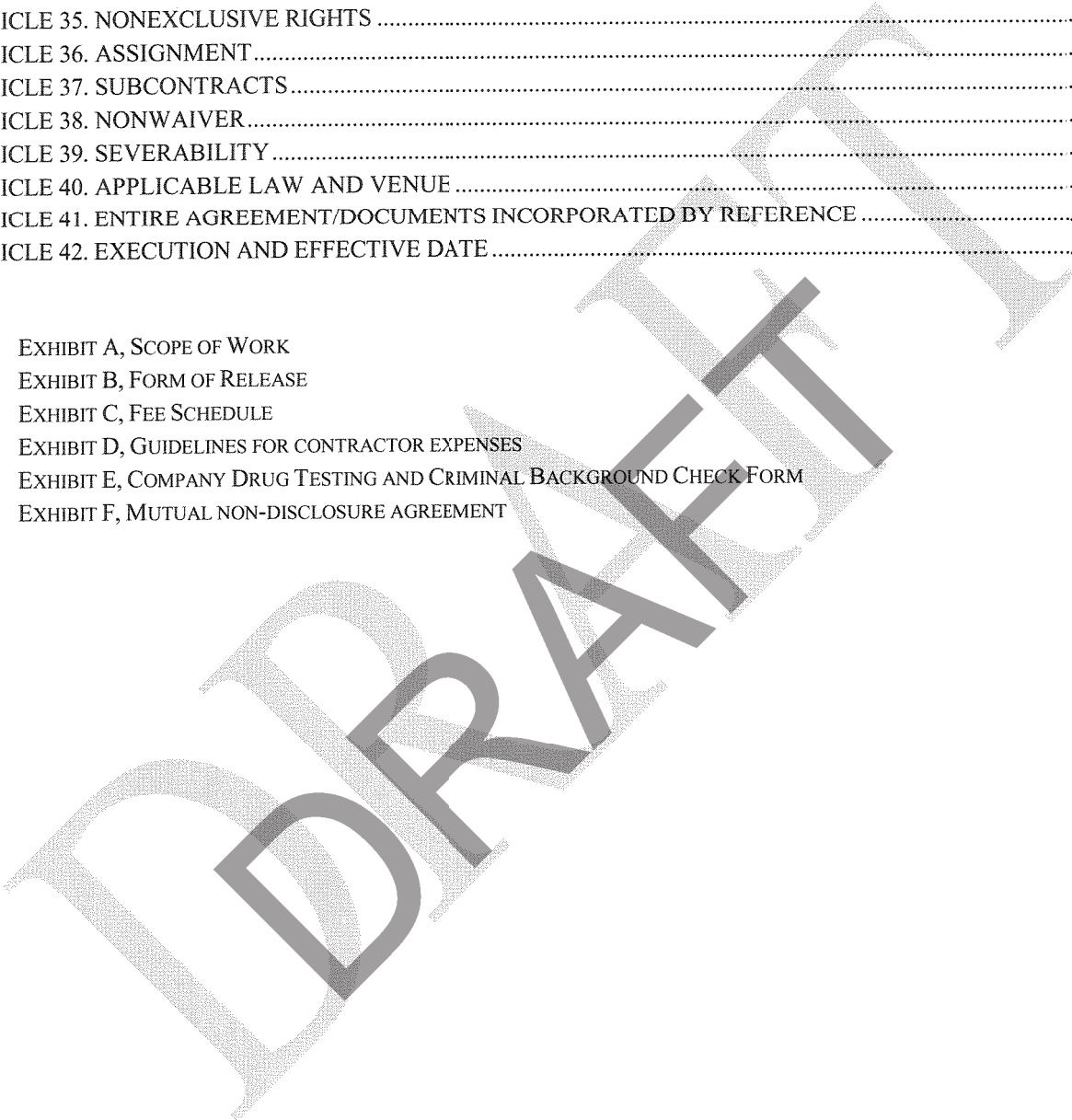
ARTICLE 39. SEVERABILITY ..... 11

ARTICLE 40. APPLICABLE LAW AND VENUE ..... 11

ARTICLE 41. ENTIRE AGREEMENT/DOCUMENTS INCORPORATED BY REFERENCE ..... 12

ARTICLE 42. EXECUTION AND EFFECTIVE DATE ..... 12

- EXHIBIT A, SCOPE OF WORK
- EXHIBIT B, FORM OF RELEASE
- EXHIBIT C, FEE SCHEDULE
- EXHIBIT D, GUIDELINES FOR CONTRACTOR EXPENSES
- EXHIBIT E, COMPANY DRUG TESTING AND CRIMINAL BACKGROUND CHECK FORM
- EXHIBIT F, MUTUAL NON-DISCLOSURE AGREEMENT



**DSM PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**PACIFICORP**

**AND**

**FOR**

**ENERGY EFFICIENCY CONSULTING SERVICES**

**PARTIES**

The Parties to this Contract are PACIFICORP (hereinafter "Company") whose address is 825 NE Multnomah Street, Portland, Oregon 97232 and (hereinafter "Consultant") whose address is .

**ARTICLE 1. DEFINITIONS**

**Defined Terms:**

**Material Adverse Change "MAC"** shall mean, with respect to the Consultant, if the Consultant, in the reasonable opinion of Company, has experienced a material adverse change in the ability to fulfill its obligation under this Contract, including any event or circumstance that would give Company the right to terminate for cause pursuant to ARTICLE 29, TERMINATION FOR CAUSE.

**Release** shall describe the Work to be accomplished under each task order, where it is to be accomplished, and any specific terms and conditions applicable to the Work.

**Scope of Work** shall be defined in Exhibit A.

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

**Subcontractor** shall mean any individual, firm, partnership, corporation or contractor, at any tier, having an agreement with Consultant to perform a portion of Consultant's obligations under this Contract.

**Work** as used herein, shall mean all obligations, duties, requirements, and responsibilities required for the successful completion of the Contract by Consultant, including furnishing of all products and/or Services (supervision, labor, materials, equipment and other supplies, etc., in addition to obtaining all licenses and permits), in accordance with the terms and conditions set forth herein and inclusive of those detailed herein.

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

**Work Site** shall mean the location or locations where the Work is to be performed or Service is to be provided.

**ARTICLE 2. DESCRIPTION OF WORK**

Consultant shall perform the Work as required in Exhibit A, "Scope of Work", attached hereto and by this reference incorporated herein.

Except as otherwise provided in this Contract, Consultant shall be solely responsible for the means, methods, and procedures of performing the Work.

**ARTICLE 3. PERIOD OF PERFORMANCE**

Time is of the essence. Consultant shall commence performance on date of execution and shall complete the Work no later than .

Company reserves the right to extend this Contract, on an annual basis, in one (1) year increments as may be agreed to in writing as referenced in ARTICLE 14, CHANGES. Such extensions will be subject to negotiation of rates and approval by Company. This Contract shall also be effective for Work thereafter performed when such Work has been authorized by a Release issued during the term of this Contract.

**ARTICLE 4. RELEASES**

For each task order to be performed by Consultant hereunder, the authorized Representative of Company shall mail or electronically submit to Consultant a Release substantially in the format attached hereto as Exhibit B, Form of Release and is hereby incorporated into this Contract by this reference. A unique Release, each with a unique corresponding Release number, shall be issued for each new task order. The Release will describe the Work to be performed, the location where the Work is to be performed, the applicable pricing, the performance period, Company contact parties, and invoicing instructions. By this reference, each such Release shall be incorporated into this Contract and subject to the provisions, terms, and conditions of this Contract.

**ARTICLE 5. CONSIDERATION AND PAYMENT**

As full consideration for the satisfactory performance of Consultant's obligations under this Contract, Company will pay Consultant within thirty (30) calendar days upon receipt of invoice in strict accordance with Exhibit C "Pricing Schedule", attached hereto and by this reference incorporated herein.

Company will reimburse Consultant for reasonable and necessary expenses that were pre-approved by Company and that conform to Company's "Guidelines for PacifiCorp Contractor Expense Reports," attached hereto as an Exhibit D and by its reference incorporated herein. Such expenses will be invoiced as separate line items on any applicable invoice.

Consultant shall submit to Company monthly a proper, single invoice for all Work performed and expenses incurred during the preceding calendar month for each Release issued hereunder. Consultant shall itemize each invoice by applicable Release number along with project name. Immediately under each Release number and project name, Consultant shall provide further itemization by listing the applicable task order performed, hours worked, and applicable rate quoted by Consultant and agreed to by Company. Costs for Work performed under one Release shall not be commingled with the costs for performing Work under any other Release and receipts, if applicable, must be attached.

Consultant shall identify and clearly set forth on the invoice any discount for early payment. Payment shall be contingent upon Consultant's satisfactory compliance with all provisions of the Contract. Payments made by Company shall not be deemed acceptance of Consultant's Work. All invoices submitted for Work accomplished under this Contract shall include the applicable Release number, shall contain supporting documents and receipts as required by Company, and shall be submitted to the individual specified in the specific Release.

All invoices shall be addressed as follows:

PacifiCorp  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVOICES WHICH DO NOT CONTAIN THE ABOVE INFORMATION, OR ARE NOT  
ADDRESSED AS ABOVE, MAY CAUSE PAYMENT DELAY.

Company may offset any such payment to reflect amounts owing from Consultant to Company or its subsidiaries pursuant to this Contract or any other agreement between the Parties or otherwise.

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 6. TAXES**

The consideration as stated in ARTICLE 5, CONSIDERATION AND PAYMENT includes all taxes to be borne by Company arising out of Consultant's performance hereunder including, without limitation, sales, use, and value-added taxes. State and local sales and use taxes shall be stated separately and shown on all invoices as a separate line item. Upon request of



Company, Consultant shall promptly provide to Company evidence of payment of all state and local sales, use, and value-added taxes.

**ARTICLE 7. ACCOUNTING AND AUDITING**

Consultant shall keep accurate and complete accounting records in support of all cost 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 their source documents which serve as the basis for compensation other than pricing elements which are fixed in amount by this Contract. Such documents shall be available for examination, audit, and copying for three (3) years after the 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 on Consultant 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 REQUIREMENT**

Consultant shall provide Company with banking and three credit references or a completed credit review application that authorizes Company to complete a credit review on both business and individual owners. Consultant represents and warrants the information provided is true and valid and Consultant is not in default under any of its agreements.

Company will treat Consultant's credit information as Confidential Information. Company may request additional credit or financial information at it's discretion during the term of this agreement and Consultant shall provide same in a timely manner when requested.

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. WITHHOLDING PAYMENT**

Company may, without limiting any other rights or remedies Company may have, withhold from payments sufficient amounts which, in the opinion of Company, reflect the reasonable cost to repair or replace unsatisfactory Work or the value of any claim against Company which Consultant has failed to settle pursuant to its indemnity contained herein. 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 opinion of Company, due thereon, including any sums due under any federal or state law.

**ARTICLE 10. DESIGNATED REPRESENTATIVE AND NOTICES**

Prior to commencement of the Work, each Party shall designate a representative authorized to act in its 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. Either Party may change the identity or address of its designated representative by giving the other Party written notice of such change.

Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative.

If to Company:

If to Consultant:

PACIFICORP

Attn:

Attn:

Telephone:

Telephone:

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Consultant: Initial \_\_\_\_\_

Company: Initial \_\_\_\_\_



**ARTICLE 11. 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 the Company Work Site regulations, if any, including, without limitation, environmental protection, loss control, dust control, safety, and security.

**ARTICLE 12. EXAMINATION OF WORK AND PROGRESS REPORTS**

Consultant shall submit periodic progress reports as requested by Company. Company, its agent or representatives, may visit Consultant's office at any reasonable time to determine 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 therefore shall relieve Consultant from any of its obligations under this Contract.

**ARTICLE 13. PROFESSIONAL RESPONSIBILITY**

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

In the event of Consultant's failure to do so, Consultant shall, upon notice by Company, promptly re-perform the Work and correct the defect at Consultant's sole cost. Consultant's obligation to correct and re-perform 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 require changes and/or additions within the general scope of this Contract or any amendment hereto, direct the omission of or variation in Work, or alter the schedule. If such direction results in a material change in the amount or character of the Work, an equitable adjustment in the Contract price and 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 ARTICLE 26, CLAIM NOTICE AND RESOLUTION PROCEDURE.

No change shall be binding upon Company until a change order is executed by an authorized procurement 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 PROCUREMENT REPRESENTATIVE SHALL NOT CONSTITUTE AN AUTHORIZED CHANGE ORDER PURSUANT TO THIS ARTICLE.

Nothing contained in this paragraph shall excuse Consultant from proceeding with the prosecution of the Work in accordance with the Contract.

**ARTICLE 15. INSURANCE AND WORKERS' COMPENSATION**

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 the following insurance coverage:

Workers' Compensation. Consultant shall comply with all applicable Workers' Compensation laws and shall furnish proof thereof satisfactory to Company prior to commencing Work.

All Workers' Compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against the 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 parties.

Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

Commercial General Liability. The most recently approved ISO policy, 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) bodily injury and property damage, including the following coverages:

- a. Premises and operations coverage
- b. Independent contractor's coverage
- c. Contractual liability
- d. Products and completed operations coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad form property damage liability
- g. Personal injury liability, with the contractual exclusion removed
- h. Sudden and accidental pollution liability

Business Automobile Liability. The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 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.

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 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, breach or negligent act for which the Consultant is held liable.

Umbrella Liability. Insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in Employers' Liability insurance, Commercial General Liability insurance and Business Automobile Liability insurance above. Consultant shall notify Company, if at any time their full umbrella limit is not available during the term of this Contract, and will purchase additional limits, if requested by Company.

Except for Workers' Compensation insurance, the policies required herein shall include provisions or endorsements naming Company, its officers, directors, agents, and employees as additional insureds.

To the extent of Consultant's negligent acts or omission, all policies required by this Contract shall include provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder, provisions that the policy contain a cross liability or severability of interest clause or endorsement, and provisions that such policies not be canceled or their limits of liability reduced without 1) ten (10) calendar days prior written notice to Company if canceled for nonpayment of premium, or 2) thirty (30) calendar days prior written notice to Company if canceled for any other reason. No required insurance policies shall contain any provisions prohibiting waivers of subrogation. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against the 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 parties.

A certificate in a form satisfactory to Company certifying to the issuance of such insurance shall be furnished to Company prior to commencement of Work by Consultant. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate.

Commercial General Liability insurance coverage provided on a "claims-made" basis shall be maintained by Consultant for a minimum period of five (5) years after the completion of this Contract and for such other length of time necessary to cover liabilities arising out of the Work.

## **ARTICLE 16. INDEMNIFICATION**

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 any negligence or wrongful acts 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 or personal 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.

To the limited extent that Consultant is required to perform construction under this Contract, Consultant's indemnity under this Article for death, bodily injury or property damages (collectively "Damages") caused in part by the negligence of Company shall be limited to the extent the Damages arise out of the negligence or willful acts of Consultant, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives.

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

Consultant's indemnity obligation under this Article shall not extend to any liability caused by the sole negligence of any of the Indemnitees.

#### **ARTICLE 17. CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL COMPANY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR LOST GOODWILL, ARISING OR RELATED TO THIS CONTRACT, WHETHER SUCH DAMAGES ARE ARISING FROM CONTRACT OR NEGLIGENCE.

#### **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 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. CRIMINAL BACKGROUND CHECK, IDENTITY VERIFICATION AND RELATED SCREENING**

If requested by the Company, the Consultant shall conduct, at Consultant's cost and expense, criminal background checks for the current and past countries of residence on all employees, agents, Subcontractors or independent contractors and the employees, agents or representatives of Subcontractors or independent contractors, that have electronic or physical access to Work or Company facilities. At a minimum, a social security number verification and seven-year criminal background check, including felony or misdemeanor convictions involving: (a) violence to persons/property; (b) theft/fraud; (c) drug/alcohol; or (d) traffic/other are required. Employment history, education verification, and professional certifications may also be required by the Company. 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. Consultant shall not allow persons who have not met the Company's criteria to perform Work, unless Consultant has received assent from Company. Consultant shall supply a certification that meets Company's criteria for each Consultant employee, agent or representative and for employees, agents or representatives of any Subcontractor or independent contractor employed by Consultant. Consultant shall ensure that employees, agents, Subcontractors or independent contractors and the employees of Subcontractors or independent contractors sign an appropriate authorization form prior to criminal background checks being conducted, acknowledging the background check is being conducted and authorizing the information obtained to be provided to Company.

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. In addition, if requested by Company, Consultant shall ensure a drug test, at Consultant's cost and expense, for all employees, agents, Subcontractors or independent contractors and the employees, agents or representatives of Subcontractors or independent contractors, that have electronic or physical access to Work or Company facilities has been completed prior to assignment at Company. Such drug test shall be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG – THC cut-off".

Certification of assigned worker compliance with the criminal background check and the drug test shall be submitted to Company on per form as described in Exhibit E "Company Drug Testing and Criminal Background Check Form", attached hereto and by this reference incorporated herein.

For any assigned worker who has had a recent background check or drug test, then "recent" shall be defined as less than six (6) months prior to the assignment date. Such recent background check or drug test shall be documented per the previous paragraph.

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

Consultant warrants that Consultant, its employees, agents, Subcontractors or independent contractors and the employees of Subcontractors or independent contractors have met the Company's criteria or received assent from the Company and are in compliance with Consultant's substance abuse/drug and alcohol policy.

It is understood and agreed that Company may review Consultant's policies, background checks and related documentation upon request, subject to applicable federal, state and/or local statutes or regulations. Company may also request that Consultant provide an ongoing and updated list of persons that have been denied access to Company Work or facilities.

**ARTICLE 20. BUSINESS ETHICS**

Consultant, its employees, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the conduct of Work for the Company.

**ARTICLE 21. PROGRESS MEETINGS**

Company will conduct weekly, or at other regular intervals as agreed by both Parties, meetings with Consultant to inspect facilities and discuss any unusual conditions or critical items which have affected or could affect the Work.

**ARTICLE 22. LAWS AND REGULATIONS**

Consultant shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including without limitation, those governing wages, hours, desegregation, employment discrimination, employment of minors, health, and safety. Consultant shall comply with equal opportunity laws and regulations to the extent that they are applicable.

Consultant shall indemnify, defend, and hold harmless Company, its officers, directors, 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 23. 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.

**ARTICLE 24. 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. To the extent Consultant has a claim as a result of the interference or lack of cooperation by another contractor, Consultant's sole remedy shall be against the other contractor.



**ARTICLE 25. 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 Work. 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 26. 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 out of the Work (hereinafter "Claim"), Consultant shall notify Company in writing 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, which 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) calendar days after such receipt of Company's decision, provides to Company a written protest, stating clearly and in detail the basis thereof. It is agreed that Consultant's failure to protest Company's decision shall constitute a waiver by Consultant of its Claim. Even if a Claim arises, Consultant shall continue its performance of this Contract.

**ARTICLE 27. 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 1) discontinue Work, 2) place no further orders or subcontracts, 3) suspend all orders and subcontracts, 4) protect and maintain the Work, and 5) otherwise mitigate Company's costs and liabilities for those areas of Work suspended.

**ARTICLE 28. TERMINATION FOR CONVENIENCE**

Company may terminate this Contract at any time without cause prior to its completion by sending to Consultant written notice of such termination. Upon such termination, Company will pay to Consultant an equitable amount for all Work satisfactorily performed by Consultant as of the date of termination. Company shall not be liable for anticipated profits based upon Work not yet performed.

**ARTICLE 29. TERMINATION FOR CAUSE**

1. For purposes of this Contract, a material default by Consultant shall be the occurrence of any of the following:
  - a. A breach by Consultant of any of its material obligations under this Contract, if such breach continues uncured for a period of ten (10) calendar days after receipt of written notice from Company, unless such breach cannot by its nature be remedied within such period in which event Consultant shall provide evidence reasonably satisfactory to Company within ten (10) calendar days after receipt of such notice that such breach will be corrected or that Consultant is making reasonable progress to that end. For purposes of the Contract, a material default by Consultant shall be deemed to include, without limitation, Consultant's refusal or neglect to supply sufficient and properly skilled workmen, materials of the proper quality or quantity, or equipment necessary to perform the Work described in this Contract properly, or Consultant's failure in any respect to prosecute the Work described in this Contract or any part thereof with promptness, diligence, and in accordance with all of the material provisions hereof;
  - b. A determination that any representation, statement, or warranty made by Consultant in this Contract, the Consultant's proposal, or any other statement, report, or document which Consultant is required to furnish to Company was false or misleading in any material respect;
  - c. 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; the making by Consultant of any assignment for the benefit of creditors; 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; 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; the attempt by Consultant to make any adjustment, settlement, or extension of its debts with its creditors generally; the insolvency of Consultant; the filling 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.

2. Upon the occurrence of a breach or material default specified in this ARTICLE 29, TERMINATION FOR CAUSE hereof, Company shall have the right to terminate this Contract for cause.
3. Upon the occurrence of any such material default, following the applicable process described in this ARTICLE 29, TERMINATION FOR CAUSE, 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 to terminate Consultant's right to proceed with that portion of the Work affected by any such material default.
4. Upon termination of this Contract or any portion of this Contract upon a material default by Consultant, Company shall be entitled to pursue any and all rights and remedies that it may have against Consultant under this Contract or at law or in equity.
5. Upon receipt of any such written notice of termination of the entire Contract or of any right to proceed with any portion of the Work following the applicable process described in this ARTICLE 29, TERMINATION FOR CAUSE Consultant shall, at its expense, for that portion of the Work affected by any such termination;
  - a. Assess the status of any Service still due and preserve any Work performed; and
  - b. To the extent that they are assignable, assign to Company any and all subcontracts and equipment rental agreements as designated in writing by Company.

In the event of such termination, Company may, for the purpose of completing the Work or enforcing these provisions, take possession of all equipment, tools, appliances, documentation, software source media, flow charts, documents and deliverables at the Company's Work Site belonging to or under the control of Consultant, and may use them or may finish the Work by whatever method it may deem expedient including the hiring of another contractor or contractors under such form of agreement as Company may deem advisable while still maintaining their obligation to mitigate damages, or Company may itself provide any labor or materials and perform any part of the Work. Notwithstanding anything to the contrary contained herein, Company may not take possession of or use trade secrets proprietary to any of Consultant's suppliers or Subcontractors unless Consultant has the right pursuant to its agreement with such suppliers or Subcontractors to grant such rights to Company. Consultant shall cooperate with and assist Company in attempting to acquire from Consultant's suppliers and Subcontractors the right to take possession of and use any and all such trade secret materials in the event of such termination. All trade secrets proprietary to Consultant shall remain subject to the provisions herein, and Company shall not have any broader rights to use or disclose such trade secrets as a result of such termination. Any software embodying any of Consultant's trade secrets shall also be subject to the provisions herein. In the event of such a termination, Consultant shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of Consultant's compensation hereunder shall exceed the sum of the expense of finishing the Work plus compensation for additional managerial and administrative services and such other costs and damages as Company may suffer as a result of Consultant's breach, such excess shall be paid to Consultant. If such expense, compensation, costs, and damages exceeds such unpaid balance, Consultant and its sureties, if any, shall be liable for and shall pay, the excess cost to cover Company to a maximum of forty (40) percent of the total Contract value. Failure of Company to exercise any of its rights hereunder shall not excuse Consultant from compliance with the provisions of the Contract nor prejudice rights of Company to recover damages for such material default.

### **ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER NONDISCRIMINATION CLAUSES**

Consultant shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards including, without limitation, those governing wages, hours, desegregation, employment discrimination, employment of minors, health, and safety. Consultant shall comply with equal opportunity laws and regulations to the extent that they are applicable.

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 31. RELEASE OF INFORMATION – ADVERTISING AND PROMOTION**

Consultant shall not publish, release, disclose, or announce to any member of the public, press, official body, or any other third party any information concerning this Contract and/or the Work, or any part thereof, without the express prior written consent of Company, except as required by law. Neither the names of Company, nor the Work Site shall be used in any advertising or other promotional context by Consultant without the express prior written consent of Company.

**ARTICLE 32. CONFIDENTIAL INFORMATION NONDISCLOSURE**

**Definition of Confidential Information.** As used in this Contract, the term "Confidential Information" means 1) proprietary information of Company, 2) information marked or designated by Company as confidential, 3) 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, 4) information provided to Company by third parties which Company is obligated to keep confidential, (including but not limited to Consultant's credit or financial information and information relating to an identified or identifiable natural person, whether or not such information is publicly available) and 5) information developed by Consultant in connection with the performance of this Contract.

**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.

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

**ARTICLE 33. OWNERSHIP OF DESIGNS, DRAWINGS AND WORK PRODUCT**

All materials prepared or developed hereunder by Consultant or its employees, or Subcontractors or their employees or agents, including documents, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models, and samples shall become the property of Company when prepared, whether delivered to Company or not, and shall, together with any materials furnished Consultant and its employees by Company hereunder, be delivered to Company upon request, and, in any event, upon termination or final acceptance of the Work.

Consultant agrees that all Work prepared by it, or its employees, agents, or Subcontractors of any tier, or their employees, under this Contract which is subject to protection under copyright laws constitutes "work made for hire," all copyrights to which belong to Company. In any event, Consultant assigns to Company all intellectual property rights in such Work whether by way of copyright, trade secret, or otherwise, and whether or not subject to protection by copyright laws.

Consultant may, upon request to Company and subject to Company's consent, retain copies of such material for furtherance of its professional knowledge.

Should Consultant or its employees, officers, agents, Subcontractors of any tier, or anyone of a like nature originate or develop any trade secret, discovery, improvement, idea, formula, process, or invention (collectively "Invention"), in performance of the Work, such Invention, whether or not patentable and whether or not reduced to practice, shall be disclosed to and shall be the property of Company, and Consultant hereby assigns to Company all of its right, title, and interest in such Invention, and agrees to execute all documents which Company reasonably determines to be necessary or convenient for use in applying for, perfecting or enforcing patents or other intellectual property rights, including, without limitation, the execution of any assignments, patent applications, or other documents which may reasonably be requested by Company.

**ARTICLE 34. 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 product, service, or combination thereof is in such suit held to constitute such an infringement and the use of said product or service is enjoined, Consultant shall, at its expense and through mutual agreement between the Company and the Consultant, either procure for Company the right to continue using said product or service, or replace same with a non-infringing product or service, or modify same so it becomes non-infringing, or remove the product or halt the service and refund the purchase price and any transportation costs separately paid by Company. If removal renders Work unusable for the purposes hereunder, Consultant shall refund all monies paid for the Work. The foregoing states the entire liability of Consultant for patent infringement relating to products, services, or any combination thereof.

**ARTICLE 35. NONEXCLUSIVE 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 36. ASSIGNMENT**

Consultant shall not assign this Contract, or any part hereof, or any rights or responsibilities hereunder without the prior written consent of Company, and any attempted assignment in violation hereof shall be void.

No provision of this Contract shall be construed as limiting Company's right to permit its parent, divisions, affiliates, or subsidiary companies to use or benefit from the Services or Equipment provided for in this Contract or to share information related thereto. The Company's parent, divisions, affiliates, or subsidiary companies agree to be bound by the terms and conditions, and applicable appendices or exhibits set forth herein to the extent they utilize this Contract.

**ARTICLE 37. SUBCONTRACTS**

Consultant shall neither subcontract nor permit any portion of the Work to be subcontracted without the prior written consent of Company; and 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.

**ARTICLE 38. 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 assert or rely upon such terms or rights on any future occasion.

**ARTICLE 39. SEVERABILITY**

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

**ARTICLE 40. APPLICABLE LAW AND VENUE**

This Contract shall be governed by and construed in accordance with the 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.



**ARTICLE 41. ENTIRE AGREEMENT/DOCUMENTS INCORPORATED BY REFERENCE**

This Contract and any referenced 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 of 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, specifications, 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, specifications, 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

The Parties intend that the terms and conditions of this Contract, its referenced attachments, and any purchase order or Work Releases that may be issued relating to this Contract should be complementary with each other; however, in the event of a conflict between the terms and conditions of any purchase order or Work Releases and those of the Contract, the terms and conditions of the Contract shall take precedence and control over any purchase order or Work Releases.

**ARTICLE 42. EXECUTION AND EFFECTIVE DATE**

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

**CONSULTANT:**

**COMPANY:  
PacifiCorp**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Signature)

(Signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

(Type or Print)

(Type or Print)

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

(Date Executed)

(Date Executed)

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Consultant: Initial \_\_\_\_\_

Company: Initial \_\_\_\_\_

**Exhibit D****Guidelines for PacifiCorp Contractor Expense Reports****\*\* Receipts are required for all reimbursable expenses \$25.00 or greater \*\***

To ensure that all your expenses are paid in full, please take a moment to review the detailed expense guidelines below.

- **Airfare and lodging** -- All travel, that you want PacifiCorp to reimburse, must be approved prior to booking.
- **Long-term assignment travel:** Contract firms may make their own arrangements for air travel, rental car and hotel stays, but expenses must meet these guidelines. PacifiCorp will reimburse for coach class travel only. Charges in excess of a coach ticket are the responsibility of the contract firm. Booking flights less than 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. PacifiCorp has discounted rates at the following hotels: in Portland the Lloyd Center DoubleTree, Embassy Suites is available in Salt Lake City.
- A discounted rate is also available with Enterprise for car rentals. You are welcome to utilize the PacifiCorp or your own corporate discounts.
- **Short-term assignment travel:** While on assignment with PacifiCorp, arrangements for business travel, including air travel and hotel stays, should be routed through our corporate agency, Murdock Travel. You can contact them internally via email at Travel Requests or through your department administrator. All travel will be coach class.
- While traveling, PacifiCorp will reimburse for reasonable phone calls home and for business related dial-up charges. To help reduce costs, we require the use of calling cards or pre-paid phone cards, rather than direct calls from hotels.
- **Rental cars/ ground transportation:** Please use shuttle services provided by local hotels to/from the airport. If you are working at a single location in Portland, please select a hotel that is within walking distance to your work location. If you are working at multiple locations and a rental car is required, there will be one car per contract firm and rental will require the approval of the hiring manager. This approval should also include anticipated charges for overnight parking at the hotel. Contractors are required to provide appropriate automobile insurance coverage at their own expense. PacifiCorp may require proof of insurance.
- Effective 11/18/02, many downtown hotels are discontinuing their Airport Shuttle service. This is a result of the new Airport MAX Light Rail service.

To catch the MAX from the airport: Go to the baggage claim area and take and take a right once you've gotten off the escalators. Follow the signs to the Airport MAX which is directly outside to the right. The trains come about every 15 minutes, and from the airport the first one departs at 4:25am and the last one leaves at 11:35pm. To get to the DoubleTree, take the RED line (which is the only train at the airport) to the NE 11th Ave./Lloyd Center exit which takes approximately 25 minutes and drops you off directly across the street from the entrance.

There are no train changes needed and the cost is approximately \$2.05 each way. Getting to the airport is the same in reverse; just make sure to catch the RED line.

If you any questions regarding the MAX line contact: Tri-Met directly at (503) 238-RIDE or [www.tri-met.org](http://www.tri-met.org).

- PacifiCorp will reimburse shuttle, cab or mileage expense for one trip to and one trip from the airport (i.e., round trip) to a maximum of \$50, for each business trip. If you park at the airport, we will reimburse for economy parking only. Receipts for all ground transportation, parking and mileage are required. Mapquest.com is a good source of documentation for mileage.
- **Meals:** PacifiCorp will reimburse for breakfast, lunch and dinner for each day of contract work for non-local contractors. The standard meal reimbursement should not exceed \$45 per day. However, this is not a per diem amount that is automatically paid for each day of work. PacifiCorp will not reimburse for any meals that the contractor (or contracting agency) purchases for PacifiCorp employees, such as team lunches/dinners.
- PacifiCorp will only reimburse for meal gratuities @ 15%. All other gratuities not reimbursable (e.g. taxis, porters, Bellhops, maid service or hotel staff).
- **Non-Reimbursable Expenses:** The following is a listing, though not all-inclusive, of expenses that will not be reimbursed:
  - ❖ Business Gifts.
  - ❖ Expenses for non-business purposes.
  - ❖ Fines (parking, traffic violations).
  - ❖ Travel time.
  - ❖ General Office Supplies.
  - ❖ Personal entertainment or recreation (in-room movies, health club fees).
  - ❖ Expenses incurred by contractor family members. For example, we will reimburse for a contractor's meal, but not for a spouse's meal.
  - ❖ Expenses not supported with a valid receipt.
  - ❖ Alcoholic Beverages.
  - ❖ Annual Fees for personal Credit Card.
  - ❖ Laundry Service.
  - ❖ Barber and beautician services.
  - ❖ Expenses for clothing, umbrellas, briefcases, etc.
  - ❖ Expenses associated with interim stopovers (incremental transportation costs, hotel, meals, etc.).
  - ❖ Personal hygiene products (shampoo razor blades, toothbrush, etc) \*unless part of lost luggage.
  - ❖ Parking for local contractors
- **Expense report paperwork:** Accurate expense reports submitted in a timely manner substantially reduce the invoice processing time. Reports include a worksheet or listing of each expense, with date, type of expense and amount noted. **Receipts are required for all reimbursable expenses \$25.00 or greater.** You can use a standard form from your company or use one provided by PacifiCorp. Please see the sample entry below if you are creating your own worksheet.

Date	Type of expense	Amount	Location (i.e. Portland)	Receipt included
5/1/01	Hotel room charge only, incl. taxes	98.00	Portland	Yes
5/1/01	Meals	27.00	Portland	Yes
5/1/01	Phone	.75	Portland	No
5/1/01	Shuttle from hotel to airport	12.95	Portland	No



**Exhibit E**

**Company Drug Testing and Criminal Background Check Form**

Contractor Information Form (CIF)

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

Contractor Employee Name: \_\_\_\_\_  
(Include middle initial, if applicable: First, Middle, Last)

Contract number: \_\_\_\_\_  
(Example: 460000NNNN or 30000NNNNN)

\* Answer YES or NO, and DATE for 1, and 2. 4 is done at PacifiCorp:

(1) Successfully Passed Employer's Drug and Alcohol Exam?  
Date Completed: \_\_\_\_\_  
(Yes - 01/02/06)

(2) Successfully Passed Employer's Background Check?  
Date Completed: \_\_\_\_\_  
(Yes - 01/02/06)

(3) If did not pass the Background Check, but an exception is requested:

\_\_\_\_\_  
Contractor Reason for exception

Accepted by Company Vice President or higher \_\_\_\_\_ Date

\_\_\_\_\_  
Printed Name

(4) \*Security training has been conducted  
Date Completed: \_\_\_\_\_ \* (done at PacifiCorp)  
(Yes - 01/02/06)

\_\_\_\_\_  
Signature of an officer of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of officer

**\* Contractors will not be permitted access to Company without the completion of Drug/Alcohol, Background verifications and completion of security training. Take completed form to Badge Services for ID badge issuance.**

**Attachment 5 – Acknowledgement Letter**

DRAFT

PROPOSAL ACKNOWLEDGEMENT LETTER

IMPORTANT: RETURN THIS LETTER  
NO LATER THAN December 5, 2008

**Please complete and insert (copy and paste) into the body of a Procurement Communication to Teri Winkley.**

**DO NOT ATTACH THIS DOCUMENT TO A PROCUREMENT COMMUNICATION**

Subject: Request For Proposal No. RFP #12578  
2008 Demand Side Resource Request for Proposal

Proposal WILL be submitted

Proposal WILL NOT be submitted

Reason \_\_\_\_\_  
\_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE \_\_\_\_\_