

May 30, 2012

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

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

Attention: David Danner  
Executive Secretary

**RE: Affiliated Interest Filing for PacifiCorp and IBM Renewal**

Dear Mr. Danner:

PacifiCorp, d.b.a. Pacific Power & Light Company (PacifiCorp or the Company), provides notice of affiliate interest transactions with International Business Machines Corporation (IBM) pursuant to the provisions of RCW 80.16.020 and WAC 480-100-245. The Company desires to renew portions of a previously existing agreement with IBM to provide software support services for IBM software licenses purchased in 2008 and a portion of an agreement with CompuCom, a reseller of IBM products and services. A copy of the Quotes or Invoices to document these transactions are included as Attachment A - G. The previously existing agreement titled "Contract Between PacifiCorp and International Business Machine Corporation for Software Solution and Implementation Services" was provided to the Washington Utilities & Transportation Commission (Commission) in Docket UE-120187. In addition, a copy of the Purchase Contract Between PacifiCorp and for CompuCom Systems, Inc. was included for ease of reference with a notice of affiliate transaction filed by the Company on May 30, 2012.

PacifiCorp is a wholly-owned, indirect subsidiary of MidAmerican Energy Holdings Company (MEHC). MEHC is a subsidiary of Berkshire Hathaway, Inc. (Berkshire Hathaway). In mid-November 2011, Berkshire Hathaway publicly announced purchases of IBM common stock totaling greater than a five percent interest. RCW 80.16.020 includes in its definition of "affiliated interest," "every corporation five percent or more of whose voting securities are owned by any person or corporation owning five percent or more of the voting securities of such public service company or by any person or corporation in any such chain of successive ownership of five percent or more of voting securities." Therefore, Berkshire Hathaway's ownership interest in IBM creates an affiliated interest.

In 2008, prior to the existence of the affiliate relationship, the Company contracted with IBM for the provision of certain software and software support services. Opportunities for renewal of licensing and support services for individual software

periodically arise. The Company determined that renewal of licensing and support for certain software programs and support for hardware was needed.

The renewals are for:

- IBM Sterling Commerce included as Attachment A,
- IBM Cognos included as Attachment B,
- IBM Cognos and DB2 included as Attachment C,
- IBM Content Manager on Demand (CMOD) and FileNet included as Attachment D,
- IBM Princeton Softech included as Attachment E,
- IBM Mainframe Operating System (O/S) included as Attachment F, and
- IBM ILOG through CompuCom included as Attachment G.

#### **Attachment A Quote for IBM Sterling Commerce**

The Quote for IBM Sterling Commerce covers renewal of Gentran software for z/OS (Gentran). Gentran is an electronic data interchange (EDI) solution, designed for the translation of inbound and outbound EDI files and messages. Without this software, necessary transmission of electronic data would not occur in the Company's Customer Support System (CSS) and business financial system (SAP).

The renewal is for the period of December 1, 2012 through May 31, 2013. As part of efforts to streamline business with IBM, the Company is renegotiating the renewal periods for its software licensing so that the renewals occur on the same schedule rather than on a staggered schedule. Renewing IBM Sterling Commerce at this time will align the renewal schedule with other software. PacifiCorp anticipates spending approximately \$18,967 on this renewal.

#### **Attachment B IBM Cognos Quote**

The Quote for IBM Cognos covers renewal of PowerPlay and Impromptu software. PowerPlay is used to analyze large volumes of dimensionally-modeled data with sub-second response times and allows data to be viewed from any angle and in any combination to identify and analyze the driving factors. Impromptu creates reports from any data source and distributes them to business users across the organization. Without this software necessary data analysis and report writing could not be performed.

The renewal is for the period June 1, 2012 through May 31, 2013. PacifiCorp anticipates spending approximately \$105,638 on this renewal.

#### **Attachment C IBM Cognos, DB2 Connect Quote**

The Quote for IBM covers renewal of Cognos and DB2 Connect support. As noted above, PowerPlay is used to analyze large volumes of dimensionally modeled data with sub-second response times and allows data to be viewed from any angle and in any combination to identify and analyze the driving factors. Cognos Impromptu creates

reports from any data source and distributes them to business users across the organization. DB2 Connect consolidates host access through a gateway and deploys Web and multi-tier applications. Without this software necessary data analysis and report writing could not be performed.

The renewal is for the period June 1, 2012 through May 31, 2013. PacifiCorp anticipates spending approximately \$254,852 on this renewal.

#### **Attachment D IBM FileNet/CMOD Quote**

The Quote for IBM FileNet/CMOD covers the renewal of Websphere, FileNet applications and CMOD. Websphere is a Java application server. FileNet is an enterprise platform that enables the capture, storage, management, securing, and processing of information. CMOD is a software program that manages and stores data and allows that data to be retrieved and presented in desired formats. The Company uses CMOD in its Customer Service group to allow representatives to access historic customer information. Without these applications to allow the storage and content management of necessary operational data and documentation could not be managed within business operations.

The renewal is for the period June 1, 2012 through May 31, 2013. PacifiCorp anticipates spending approximately \$498,564 on this renewal.

#### **Attachment E IBM Princeton Softech Invoice**

The Invoice for IBM Princeton Softech covers the operating system for data management in the Company's Customer Support System (CSS) and is used for managing information from the mainframe, purging and archiving data for system health and compliance. Without this software data volume on the mainframe would grow to an unsustainable volume, leading to slow performance and eventual failure of CSS.

The renewal is for the period of September 1, 2012 through May 31, 2013. As part of an effort to streamline business with IBM, the Company is renegotiating the renewal periods for its software licensing so that the renewals occur on the same schedule rather than on a staggered schedule. Renewing IBM Princeton Softech at this time will align the renewal schedule with other software. PacifiCorp will spend approximately \$42,750 under the current contract. PacifiCorp will submit the quote for the renewal after it becomes available. The Company receives monthly invoices based on usage. The rate billed for usage was set at the time of equipment installation and only changes when new equipment is installed.

#### **Attachment F IBM Operating System (O/S) Invoice**

The Invoice for IBM Operating System O/S covers the renewal of the mainframe that supports PacifiCorp's billing systems, work manager and financial systems. Without the mainframe, PacifiCorp would not be able to bill and support customers, dispatch field workers, or provide key financial and regulatory reports.

The renewal is for the period of June 1, 2012 through May 31, 2013. The Company will receive monthly invoices based on usage and anticipates spending approximately \$85,000 per month over the renewal period. The rate billed for usage was set at the time of equipment installation and only changes when new equipment is installed.

**Attachment G IBM ILOG Invoice**

The Invoice for IBM ILOG covers the renewal of ILOG OPL Studio and CPLEX Optimization Studio, which is used by the Company's generation resource planning group to develop and deploy optimization models for planning purposes. Without these programs, PacifiCorp would not be able to perform the necessary optimization planning models for managing electric generation resources within the Company. The Company contracts with CompuCom, a reseller of IBM products and services, for the ILOG product and services, although the Company works directly with IBM for the performance of the contract.


The renewal is for the period of April 1, 2012 through May 31, 2013. The Company will receive monthly invoices based on usage and anticipates spending approximately \$70,000 per month based on usage. The rate billed for usage was set at the time of equipment installation and only changes when new equipment is installed.

The Company relies on software furnished by IBM to create and maintain critical business records. This software is proprietary to IBM; therefore, only IBM is able to provide service. Without the above listed software, many groups in the Company would not be able to perform necessary business functions. Installing different software would require considerable time and expense to the Company and its customers. Accordingly, these transactions are consistent with the public interest.

Also included with this filing is a notarized verification from Michelle R. Mishoe, Legal Counsel, PacifiCorp, regarding the Attachments.

Please do not hesitate to contact Carla Bird at (503) 813-5269 if you have any questions.

Sincerely,

  
William R. Griffith  
Vice President, Regulation  
Pacific Power

Enclosures

**WASHINGTON AFFILIATED INTEREST FILING**

**ATTACHMENT A**

**IBM STERLING COMMERCE QUOTE**



# Attachment - A

<b>Prepared By</b> International Business Machines Corporation 4400 North First Street San Jose, CA 95134	<b>IBM Rep:</b> Debbie High Phone: 770-863-1541 Fax: 609-436-2054 Email: debhigh@us.ibm.com	<b>Quote Number:</b> 6072906_20121201 <b>Quote Expires:</b> 11/30/2012
<b>Customer</b> <b>PacifiCorp</b> Lloyd Center Tower 825 N.E. Multnomah PORTLAND OR 97232	<b>Contact:</b> Tami Ho-Gland Phone: 503.813.6317 E-mail: tami.ho-gland@pacificorp.com	<b>IBM ESW Number:</b> 6072906
<b>Bill to</b> <b>PacifiCorp</b> Accounts Payable Department P.O. Box 3040 Portland, OR 97208 - 3040	<b>Contact:</b> Tami Ho-Gland Phone: 503.813.6317 E-mail: tami.ho-gland@pacificorp.com	

## ESW

PID/Serial #	EE	Program	Metric	Prior Qty	Final Qty	Extended Net USD\$	Start Date	End Date
5655ST8 STR2173	S016RN6	IBM Gentran for z/OS Legacy Install S&S	Install	1	1	\$8,462.12		
5655ST8 STR2173	S016RRW	IBM Gentran:Plus Add On for z/OS Legacy Install S&S	Install	1	1	\$6,220.58	12/01/2012	05/31/2013
5655-ST6 STR1344	S016RN2	IBM Sterling Connect:Enterprise for z/OS Legacy Install	Install	1	1	\$4,284.11		

**Order Total** \$ 18,966.81 (exclusive of applicable tax)

## Terms

- The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/sladb.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Maintenance is governed by the IBM Agreement for the Acquisition of Software Maintenance ("IAASM") which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.
- More detailed information about Support can be found in the IBM Software Support Guide, located at <http://techsupport.services.ibm.com/guides/handbook.html>.



3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Maintenance, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the delivery date.
4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.
5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.
6. Net Payment of the Total Fees is due upon receipt of invoice from IBM.\*\*\*
7. Shipping is FOB Origin.
8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASM) as written are valid and enforceable. \*\*\*
9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.
10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.
11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.
12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASM in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

**ATTACHMENT B**  
**IBM COGNOS QUOTE**



# Attachment - B

## International Business Machines Corporation

*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*



Quotation Number: 15737452  
 IBM Contact: Angelo C. Bustamante  
 Phone Number: 1-770-863-1542

08-Mar-2012

SAP Customer Number: 3036614  
 IBM Customer Number: 7074531

Quote Effective Date: 08-Mar-2012  
 Quote Expiration Date: 31-May-2012

Customer:  
 Attn: Tami Ho-Gland  
 PacifiCorp  
 825 NE Multnomah  
 PORTLAND OR 97232  
 UNITED STATES

Payer: 3036614  
 PacifiCorp  
 825 NE Multnomah  
 PORTLAND OR 97232  
 UNITED STATES

Item	Part Number	Quantity	Unit Price	Extended Amount
<b>COGNOS BI POWERPLAY WEB LEGACY PROC ANNUAL SW S&amp;S RNWL</b>				
001	E06BDLL	2	3,904.70	7,809.40
01-Jun-2012 - 31-May-2013				
<b>COGNOS BI POWERPLAY WEB LEGACY USER ANNUAL SW S&amp;S RNWL</b>				
002	E06BELL	1,200	39.05	46,857.80
01-Jun-2012 - 31-May-2013				
<b>COGNOS IMPROMPTU WEB REPORTS LEGACY USER ANNUAL SW S&amp;S RNWL</b>				
003	E06B9LL	400	29.46	11,784.00
01-Jun-2012 - 31-May-2013				
<b>COGNOS IMPROMPTU WEB REPORTS LEGACY PROC ANNUAL SW S&amp;S RNWL</b>				
004	E06BALL	2	3,904.70	7,809.40
01-Jun-2012 - 31-May-2013				
<b>COGNOS QUERY LEGACY PROC ANNUAL SW S&amp;S RNWL</b>				
005	E06B3LL	2	3,904.70	7,809.40
01-Jun-2012 - 31-May-2013				
<b>COGNOS QUERY LEGACY USER ANNUAL SW S&amp;S RNWL</b>				
006	E06B2LL	800	29.46	23,568.00
01-Jun-2012 - 31-May-2013				

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

# International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Item	Part Number	Quantity		Unit Price	Extended Amount
Applicable tax will be recalculated at the time of order processing.					<b>Subtotal in USD: 105,638.00</b> <b>Total in USD: 105,638.00</b>

Original



## Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/sladb.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.
2. More detailed information about Support can be found in the IBM Software Support Guide, located at <http://techsupport.services.ibm.com/guides/handbook.html>.
3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.\*
4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.\*\*
5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.
6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. \*\*\*
7. Shipping is FOB Origin.
8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. \*\*\*
9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.
10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.
11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.
12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

\* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the



delivery date.

\* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

\* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

\* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

\*\* For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

\*\*\* For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

\*\*\* For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

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**For customers in the following countries, please sign below for your acceptance of this quote and return with your order.**

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

**For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.**

Original

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Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam, Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

Agreed to:  
'Customer'

Agreed to:  
Local International Business Machines Delegate

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Name (type or print):

Name (type or print):

Date:

Date:

**ATTACHMENT C**

**IBM COGNOS, DB2 CONNECT QUOTE**

# Attachment - C

## IBM Software Information Management Subscription & Support Renewal Quote

IBM Corporation  
1200 Fifth Ave  
Seattle, WA 98101  
Kekoa Kuhia  
kkuhia@us.ibm.com

Pacificorp	Agreement #	000006355
825 NE Multnomah St Ste 800	Site #	7020497
PORTLAND, Oregon 97232	Customer (Support) #	6054716
Jason Young	RSVP Level	H
jason.young@pacificorp.com	Anniv. Date	June

Valid Until: 31-May-2012

Total: \$254,852.21

Product	Part #	Qty	Start Date	End Date	MO	Unit Price	Extended Price
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**Special Bid # 15772055 (PacifiCorp PO 3000077817)**

IBM InfoSphere Optim Performance Manager for DB2 for Linux, UNIX, and Windows Enterprise Edition Processor Value Unit (PVU) SW Subscription & Support Renewal	E0210LL	1200	6/1/2012	5/31/2013	12	20.57	\$ 24,684.00
IBM InfoSphere Warehouse Enterprise Edition Processor Value Unit (PVU) Annual Subscription & Support Renewal 12 Mo	E02GVLL	1600	6/1/2012	5/31/2013	12	113.90	\$ 182,240.00
IBM InfoSphere Warehouse Developer Edition Authorized User Annual SW Subscription & Support Renewal	E033KLL	10	6/1/2012	5/31/2013	12	351.90	\$ 3,519.00
IBM Cognos Impromptu Administrator Authorized User Annual SW Subscription & Support Renewal	E063PLL	6	6/1/2012	5/31/2013	12	69.76	\$ 418.56
IBM Cognos Impromptu User Authorized User Annual SW Subscription & Support Renewal	E063QLL	78	6/1/2012	5/31/2013	12	71.04	\$ 5,541.12
IBM Cognos Impromptu Web Reports Authorized User Annual SW Subscription & Support Renewal	E063RLL	1	6/1/2012	5/31/2013	12	55.71	\$ 55.71
IBM Cognos Impromptu Web Reports for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E063TLL	400	6/1/2012	5/31/2013	12	13.11	\$ 5,244.00
IBM Cognos Series 7 PowerPlay Authorized User Annual SW Subscription & Support Renewal	E063ULL	31	6/1/2012	5/31/2013	12	55.71	\$ 1,727.01
IBM Cognos Series 7 PowerPlay Web for Non-Production Env Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E063WLL	400	6/1/2012	5/31/2013	12	13.11	\$ 5,244.00
IBM Cognos Series 7 PowerPlay Transformer Install Annual SW Subscription & Support Renewal	E063YLL	10	6/1/2012	5/31/2013	12	348.79	\$ 3,487.90
IBM Content Manager OnDemand Authorized User Value Unit Annual SW Subscription & Support Renewal	E066NLL	50	6/1/2012	5/31/2013	12	116.50	\$ 5,825.00
IBM DB2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal 12 Months	E1AQSL	97	6/1/2012	5/31/2013	12	31.03	\$ 3,009.91
IBM DB2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal 12 Months	E1AR9LL	1	6/1/2012	5/31/2013	12	13,685.00	\$ 13,685.00

Subtotal for Special Bid 15772055

\$ 254,681.21

**Quote # 26242519 (PacifiCorp PO 4500593173)**

IBM Cognos Impromptu User Authorized User Annual SW Subscription & Support Renewal	E063QLL	3	3/1/2013	5/31/2013	3	57.00	\$ 171.00
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Subtotal for Quote 26242519

\$ 171.00

**Quote Total**

\$ 254,852.21

Any changes to products or quantities will void special bid pricing and pricing will be recalculated so that bottom line pricing remains the same. This quote is valid until 05/31/2012. Orders placed after this date will be subject to reinstatement fees as outlined in the IBM International Passport Advantage Agreement (IPAA), approximately 3X entitled pricing. This special bid quote is confidential and should not be shared outside of IBM or PacifiCorp. Offers are subject to the IBM International Passport Advantage Agreement (IPAA). Products are subject to withdrawal or modification by IBM at any time at IBM's sole discretion. Quote does not include taxes.

**ATTACHMENT D**

**IBM FILENET/CMOD QUOTE**



# Attachment - D

## IBM Software ECM Subscription & Support Renewal Quote

IBM Corporation  
1200 Fifth Ave  
Seattle, WA 98101  
Kekoa Kuhla  
kkuhla@us.ibm.com

PacificCorp	Agreement #	000006355
825 NE Multnomah St Ste 800	Site #	7020497
PORTLAND, Oregon 97232	Customer (Support) #	6054716
Jason Young	R5VP Level	H
jason.young@pacificcorp.com	Anniv. Date	June

Valid Until: 31-May-2012

Total: \$498,563.70

Product	Part #	Qty	Start Date	End Date	MO	Unit Price	Extended Price
<b>Special Bid # 15771028 (PacificCorp PO 3009077505)</b>							
IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	E025SLL	1120	6/1/2012	5/31/2013	12	32.30	\$ 36,176.00
IBM Content Collector for SAP Applications Authorized User Value Unit Annual SW Subscription & Support Renewal	E097JLL	14	6/1/2012	5/31/2013	12	11.17	\$ 156.38
IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E0501LL	14	6/1/2012	5/31/2013	12	11.17	\$ 156.38
IBM FileNet Business Process Manager Add-On Employee User Value Unit Annual SW Subscription & Support Renewal	E04YMLL	5445	6/1/2012	5/31/2013	12	26.15	\$ 142,386.75
IBM FileNet Business Process Manager Add-On Ext User User Value Unit Annual SW Subscription & Support Renewal	E04YNLL	1000	6/1/2012	5/31/2013	12	0.48	\$ 480.00
IBM FileNet Capture Desktop - Low Volume Edition Client Device Annual SW Subscription & Support Renewal	E04YSLL	1	6/1/2012	5/31/2013	12	1,046.00	\$ 1,046.00
IBM FileNet Capture Desktop - Medium Volume Edition Client Device Annual SW Subscription & Support Renewal	E04YTLL	2	6/1/2012	5/31/2013	12	388.60	\$ 777.20
IBM FileNet Capture Professional - Additional Document Entry Client Device Annual SW Subscription & Support Renewal	E04Z1LL	1	6/1/2012	5/31/2013	12	55.57	\$ 55.57
IBM FileNet Capture OCR-to-PDR Client Device Annual SW Subscription & Support Renewal	E04ZQLL	6	6/1/2012	5/31/2013	12	313.42	\$ 1,880.52
IBM FileNet Capture-Document Processing Client Device Annual SW Subscription & Support Renewal	E04ZSLL	1	6/1/2012	5/31/2013	12	83.57	\$ 83.57
IBM FileNet Content Manager Employee User Value Unit Annual SW Subscription & Support Renewal	E04ZWLL	5445	6/1/2012	5/31/2013	12	20.19	\$ 109,934.55
IBM FileNet Content Services Authorized User Value Unit Annual SW Subscription & Support Renewal	E0502LL	250	6/1/2012	5/31/2013	12	22.15	\$ 5,537.50
IBM FileNet Content Manager External User Value Unit Annual SW Subscription & Support Renewal	E0503LL	1000	6/1/2012	5/31/2013	12	0.35	\$ 350.00
IBM FileNet Rendition Engine Server Annual SW Subscription & Support Renewal	E051MLL	1	6/1/2012	5/31/2013	12	2,740.00	\$ 2,740.00
IBM FileNet Rendition Engine Non-Prod Server Annual SW Subscription & Support Renewal	E051NLL	2	6/1/2012	5/31/2013	12	1,370.00	\$ 2,740.00
IBM Enterprise Records Add-On Employee User Value Unit SW Subscription & Support Renewal	E052RLL	5445	6/1/2012	5/31/2013	12	13.51	\$ 73,561.95
IBM Enterprise Records Add-On External User Value Unit SW Subscription & Support Renewal	E052VLL	1000	6/1/2012	5/31/2013	12	0.21	\$ 210.00
IBM FileNet eForms for P8 Ext User User Value Unit Annual SW Subscription & Support Renewal	E0537LL	1000	6/1/2012	5/31/2013	12	0.14	\$ 140.00
IBM FileNet eForms for P8 Employee User Value Unit Annual SW Subscription & Support Renewal	E0539LL	5410	6/1/2012	5/31/2013	12	7.22	\$ 39,330.70
IBM Content Collector for File Systems Authorized User Value Unit Annual SW Subscription & Support Renewal	E05N2LL	1442	6/1/2012	5/31/2013	12	2.89	\$ 4,167.38
IBM Content Collector for Email Authorized User Value Unit Annual SW Subscription & Support Renewal	E05P3LL	4500	6/1/2012	5/31/2013	12	4.43	\$ 19,935.00
IBM Content Collector for Email Employee User Value Unit Annual SW Subscription & Support Renewal	E06K5LL	945	6/1/2012	5/31/2013	12	4.97	\$ 4,696.65
IBM Document Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	E07C8LL	250	6/1/2012	5/31/2013	12	127.51	\$ 31,877.50
Subtotal for Special Bid 15771028							\$ 478,119.60
<b>Special Bid # 15771030 (PacificCorp PO 3000083924)</b>							
IBM Content Manager OnDemand Authorized User Value Unit Annual SW Subscription & Support Renewal	E066NLL	415	1/1/2013	5/31/2013	5	32.41	\$ 20,144.10
Subtotal for Special Bid 15771030							\$ 20,144.10
<b>Quote Total</b>							<b>\$ 498,563.70</b>

Any changes to products or quantities will void special bid pricing and pricing will be recalculated so that bottom line pricing remains the same. This quote is valid until 05/31/2012. Orders placed after this date will be subject to reinstatement fees as outlined in the IBM International Passport Advantage Agreement (IPAA), approximately 5X entitled pricing. This special bid quote is confidential and should not be shared outside of IBM or PacificCorp. Offers are subject to the IBM International Passport Advantage Agreement (IPAA). Products are subject to withdrawal or modification by IBM at any time at IBM's sole discretion. Quote does not include taxes.

**ATTACHMENT E**

**IBM PRINCETON SOFTECH INVOICE**

## Attachment E

# Workload Pricer - Value Unit Price Report

This tool is for estimation only. These stated prices are for your information only and subject to change. Applicable taxes are not shown. Licensed Programs are available only under the IBM Customer Agreement, International Program License Agreement, or any equivalent agreement in effect between the customer and IBM.

Name: **PACIFICORP**  
 Customer Location: 825 NE MULTNOMAH, STLC800, PORTLAND, OR 97232-2135  
 Number: **6854402**  
 Dates: 9/1/12-5/31/13  
 CPU: 2096-Q04

PRICING SUMMARY	Prices (in USD) effective 5/23/2012
Total License Charge	0.00
Total S & S Charge	32062.50
<b>TOTAL CHARGE FOR THIS ORDER</b>	<b>32062.50</b>

Notes: S&S prorated for 9 months to co-term with other IBM licenses

**LICENSES:**

License Product ID	Title	Currently Entitled Value		CAPACITY (Configured)		CAPACITY (Other)		Newly Entitled Value Units	Value Units to Order	Price Per Value Unit	License Charge for Added Value Units
		Units	MSUs	Value Units	Capacity	Value Units	Capacity				
5655V29	Optim Data Growth z/O	38	88	0	0 MSUs	0	0	38	0	5625.00	0.00
<b>TOTALS:</b>											<b>0.00</b>

**SUBSCRIPTION AND SUPPORT:**

September 1, 2012 - May 31, 2013		License Product ID	Currently Entitled Value Units	Newly Entitled Value Units	Value Units to Order	Annual Price Per Value Unit	Annual Charge for Added Value Units	Months Until Renewal	S & S Charge Until Renewal	Annual Charge for Total Entitlement
S & S Product ID	Title									
5655V30	Optim Data Growth z/O S&S	5655V29	0	38	38	1125.00	42750.00	9	32062.50	42750.00
<b>TOTALS:</b>							<b>42750.00</b>		<b>32062.50</b>	<b>42750.00</b>

**ATTACHMENT F**

**IBM OPERATING SYSTEM (O/S) INVOICE**

# Attachment - F

**International Business Machines Corporation**

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 7141416

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Page Number  
 Page 2 of 3

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E-Mail Address ASKAR@US.IBM.COM

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 & LIGHT CO & UTAH POWER  
 COMPUTER SVCS  
 825 NE MULTNOMAH ST  
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Invoice To:  
 TAMI HO-GLAND  
 TAMI HO-GLAND  
 825 NE MULTNOMAH STLC700  
 PORTLAND OR 97232-2135

Customer reference:  
 PO # 3000082329



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Terms  
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PD	LINE	ITEM	NUMBER	CONTRACT NUMBER	PROG/MODEL/DESCRIPTION	SERIAL NUMBER	FROM DATE	THRU DATE	APPLICABLE CHARGE	DISCOUNT AMOUNT/%	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES	
	800T408	z/OS V1 RMF			Entry Workload License C		02/01/12	02/29/12	1,204.00			1,204.00	6854402 A
					MSU 78								
					Basic								
					Monthly Charge								
	800T40C	z/OS V1 SDSF			Entry Workload License C		02/01/12	02/29/12	744.00			744.00	6854402 A
					MSU 78								
					Basic								
					Monthly Charge								
	800T40F	z/OS V1 Security Server			Entry Workload License C		02/01/12	02/29/12	2,032.00			2,032.00	6854402 A
					MSU 78								
					Basic								
					Monthly Charge								
	800T40G	z/OS V1 DFSMS dsasm			Entry Workload License C		02/01/12	02/29/12	2,514.00			2,514.00	6854402 A
					MSU 78								
					Basic								
					Monthly Charge								
	800T407	z/OS V1 HLASM Toolkit			Entry Workload License C		02/01/12	02/29/12	114.00			114.00	6854402 A
					MSU 78								
					Basic								
					Monthly Charge								
	PRODUCT SUBTOTAL											36,779.00	
*** DESIGNATED MACHINE/PARALLEL SYSPLEX : D2A2D 2096-807													
5688190 PFFA/370													
0097473													
	8000D2D	PFFA/370			Non variable charge		02/01/12	02/29/12	260.00			260.00	6854402 A
					Basic								
					Monthly Charge								

CONTINUED 36 051 0460 A 000

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Invoice To:  
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 TAMI HO-GLAND  
 825 NE MULTNOMAH STLC700  
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PRODUCT SUBTOTAL								260.00
5688191 IBM OGL/370	0097233	80007LM OGL/370	02/01/12	02/29/12	370.00			370.00
Non variable charge								
Basic								
Monthly Charge								
PRODUCT SUBTOTAL								370.00
TOTALS								84,934.00

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 Page Number **1**

4/23



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PO LINE ITEM NUMBER	CONTRACT NUMBER	PROD/MODEL/DESCRIPTION	SERIAL NUMBER	FROM DATE	THRU DATE	APPLICABLE CHARGE	DISCOUNT AMOUNT/%	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
<b>*** DESIGNATED MACHINE/PARALLEL SYSPLEX : D2A2D 2096-Q04</b>									
5635DB2	DB2 V9.1 FOR 2/OS	W000108	S011X50	03/01/12	03/31/12	20,197.00			20,197.00
	ENTRY WORKLOAD LICENSE C								
	MSU 76								
	BASIC								
	MONTHLY CHARGE								
	PRODUCT SUBTOTAL								20,197.00
5655H15	CICS TS FOR 2/OS V3	W0001L4	S011B7	03/01/12	03/31/12	23,957.00			23,957.00
	ENTRY WORKLOAD LICENSE C								
	MSU 76								
	BASIC								
	MONTHLY CHARGE								
	PRODUCT SUBTOTAL								23,957.00
5655S71	ENTERPRISE COBOL V4	W0001H4	S014DV2	03/01/12	03/31/12	3,359.00			3,359.00
	ENTRY WORKLOAD LICENSE C								
	MSU 77								
	BASIC								
	MONTHLY CHARGE								
	PRODUCT SUBTOTAL								3,359.00
5694A01	Z/OS	W000J34	S00T4FR	03/01/12	03/31/12	29,821.00			29,821.00
	Z/OS V1 BASE								
	ENTRY WORKLOAD LICENSE C								
	MSU 77								
	BASIC								
	MONTHLY CHARGE								

*O/S  
 C. Miller  
 11/13/09*

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 TAMI HO-GLAND  
 825 NE MULTNOMAH ST  
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PO LINE	ITEM NUMBER	CONTRACT NUMBER	PROD/MODEL/DESCRIPTION	SERIAL NUMBER	FROM DATE	THRU DATE	APPLICABLE CHARGE	DISCOUNT AMOUNT/X	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
S00T4GB	Z/OS V1 RHF				03/01/12	03/31/12	1,190.00			1,190.00
	ENTRY WORKLOAD LICENSE C									
	MSU 77									
	BASIC									
	MONTHLY CHARGE									
S00T4GC	Z/OS V1 SDSF				03/01/12	03/31/12	736.00			736.00
	ENTRY WORKLOAD LICENSE C									
	MSU 77									
	BASIC									
	MONTHLY CHARGE									
S00T4GF	Z/OS V1 SECURITY SERVER				03/01/12	03/31/12	2,008.00			2,008.00
	ENTRY WORKLOAD LICENSE C									
	MSU 77									
	BASIC									
	MONTHLY CHARGE									
S00T4G0	Z/OS V1 DFSMS DSSNEM				03/01/12	03/31/12	2,493.00			2,493.00
	ENTRY WORKLOAD LICENSE C									
	MSU 77									
	BASIC									
	MONTHLY CHARGE									
S00T4G7	Z/OS V1 HLASH TOOLKIT				03/01/12	03/31/12	114.00			114.00
	ENTRY WORKLOAD LICENSE C									
	MSU 77									
	BASIC									
	MONTHLY CHARGE									
<b>PRODUCT SUBTOTAL</b>										<b>36,364.00</b>
*** DESIGNATED MACHINE/PARALLEL SYSPLEX : D2A2D 2096-S07										
5668190 PFFA/370										
0097479										
S000D2D	PFFA/370				03/01/12	03/31/12	260.00			260.00
	NON VARIABLE CHARGE									
	BASIC									
	MONTHLY CHARGE									

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<b>PRODUCT SUBTOTAL</b>									<b>260.00</b>
5668191	IBM OGL/370								
0097233									
800071M	OGL/370			03/01/12	03/31/12	370.00			370.00
		NON VARIABLE CHARGE							
		BASIC							
		MONTHLY CHARGE							
<b>PRODUCT SUBTOTAL</b>									<b>370.00</b>
<b>TOTALS</b>						<b>84,507.00</b>			<b>84,507.00</b>

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PO LINE ITEM NUMBER	CONTRACT NUMBER	FROM DATE	THRU DATE	APPLICABLE CHARGE	DISCOUNT AMOUNT/%	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
*** DESIGNATED MACHINE/PARALLEL SYSPLEX : D292D 2D96-Q04							
5635DB2 DE2 V9.1 for z/OS W000108							
6011XB0 DE2 V9 for z/OS		04/01/12	04/30/12	20,065.00			20,065.00
Entry Workload License C							
MSU 75							
Basic							
Monthly Charge							
PRODUCT SUBTOTAL							20,065.00
5655M15 CICS TS for z/OS V3 W000114							
6011977 CICS TS for z/OS V3.2		04/01/12	04/30/12	23,800.00			23,800.00
Entry Workload License C							
MSU 75							
Basic							
Monthly Charge							
PRODUCT SUBTOTAL							23,800.00
5655871 Enterprise COBOL V4 W0001RW							
8014DVZ COBOL V4		04/01/12	04/30/12	3,359.00			3,359.00
Entry Workload License C							
MSU 77							
Basic							
Monthly Charge							
PRODUCT SUBTOTAL							3,359.00
5694A01 z/OS W000J74							
800TAPR z/OS V1 Base		04/01/12	04/30/12	29,821.00			29,821.00
Entry Workload License C							
MSU 77							
Basic							
Monthly Charge							

78/13029  
 C. Miller  
 4/5 - 4/30/12

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 PORTLAND OR 97232-2135

Invoice To:  
 TAMI HO-GLAND  
 TAMI HO-GLAND  
 825 NE MULTNOMAH STLC700  
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PO LINE	ITEM NUMBER	CONTRACT NUMBER	PROD/MODEL/DESCRIPTION	SERIAL NUMBER	FROM DATE	THRU DATE	APPLICABLE CHARGE	DISCOUNT AMOUNT/%	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES	
800T4GB	x/OS V1 RSP		Entry Workload License C		04/01/12	04/30/12	1,190.00			1,190.00	6854402 A
	MSU 77		Basic								
	Monthly Charge										
800T4GC	x/OS V1 RSP		Entry Workload License C		04/01/12	04/30/12	738.00			738.00	6854402 A
	MSU 77		Basic								
	Monthly Charge										
800T4GF	x/OS V1 Security Server		Entry Workload License C		04/01/12	04/30/12	2,008.00			2,008.00	6854402 A
	MSU 77		Basic								
	Monthly Charge										
800T4GG	x/OS V1 DFSMS dsashm		Entry Workload License C		04/01/12	04/30/12	2,493.00			2,493.00	6854402 A
	MSU 77		Basic								
	Monthly Charge										
800T4G7	x/OS V1 HIASM Toolkit		Entry Workload License C		04/01/12	04/30/12	114.00			114.00	6854402 A
	MSU 77		Basic								
	Monthly Charge										
PRODUCT SUBTOTAL										36,364.00	
*** DESIGNATED MACHINE/PARALLEL SYSLEX : D2A2D 2098-807											
568190 PFFA/370											
0097A73											
8000D2D	PFFA/370		Non variable charge		04/01/12	04/30/12	260.00			260.00	6854402 A
			Basic								
			Monthly Charge								

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PO LINE ITEM NUMBER	CONTRACT NUMBER	PROD/MODEL/DESCRIPTION	FROM DATE	THRU DATE	APPLICABLE CHARGE	DISCOUNT AMOUNT/%	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
PRODUCT SUBTOTAL								260.00
5688191 IBM OGL/370	0097233	800071M OGL/370	04/01/12	04/30/12	370.00			370.00
Non variable charge								
Basic Monthly Charge								
PRODUCT SUBTOTAL								370.00
TOTALS					84,218.00			84,218.00

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584,218.00

**ATTACHMENT G**

**IBM ILOG INVOICE**

**Customer:** 530027168

**Contact:** Tami Ho-Gland  
**Company:** PACIFICORP  
**Address:** 825 N.E. MULTNOMAH  
**City, ST, Zip:** PORTLAND, OR 97232  
**Phone:**  
**Email:** Tami.Ho-Gland@PacifiCorp.com

**Prepared By:**

**Name:** Jessica Donohoe  
**Position:** Software Analyst  
**Date:** May 24, 2012  
**Phone:** 877-333-6839  
**Fax:** 972-856-0161  
**Email:** WestSoftwareSales@CompuCom.Com

Quotation Number: 052412 ILOG 15802674 Co-Term  
 Contract Number: SAP 3133070 IBM 7120270  
 Renewal Date: 04/01/2012 - 05/31/2013  
 Quote Expiration Date: 05/30/2012

Line Item	Part Number	Description	Quantity	PacifiCorp 1 Year Price	Co-Term Price	PacifiCorp Extended Co-Term Price
1	E07FKLL	IBM ILOG CPLEX Developer Edition Authorized User Annual SW Subscription & Support Renewal	1	\$1,632.00	\$1,904.77	\$1,904.77
2	E07F3LL	IBM ILOG CPLEX LP Developer Edition ILOG Simultaneous Use Annual SW Subscription & Support Renewal	2	\$2,102.05	\$2,452.40	\$4,904.80
3	E07FBLL	IBM ILOG CPLEX MILP Add-On Developer Edition ILOG Simultaneous Use Annual SW Subscription & Support Renewal	2	\$1,051.05	\$1,226.20	\$2,452.40
4	E07FHLL	IBM ILOG CPLEX Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1600	\$36.75	\$42.88	\$68,608.00
5	E07GXLL	IBM ILOG OPL-CPLEX Analyst Studio ILOG Simultaneous Use Annual SW Subscription & Support Renewal	2	\$1,632.00	\$1,904.77	\$3,809.54
	PO	PO 2011 - 3000076238				

0.00%	Subtotal	\$81,679.51
	Est Tax	\$0.00
	<b>Total</b>	<b>\$81,679.51</b>

This quote is intended ONLY for the company and/or end user listed above. The contents of this document are confidential and are not be distributed to other parties.

**WASHINGTON AFFILIATED INTEREST FILING**

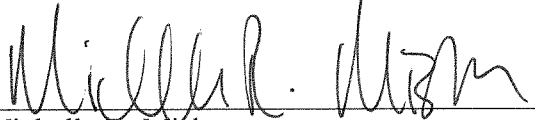
**VERIFICATION**

**VERIFICATION**

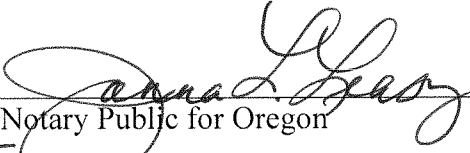
I, Michelle R. Mishoe, am Legal Counsel for PacifiCorp and am authorized to make this verification on its behalf. Based on my personal knowledge about the attached Quote for IBM Sterling Commerce, IBM Cognos Quote, IBM Cognos, DB2 Connect Quote, IBM FileNet/CMOD Quote, IBM Princeton Softech Invoice, IBM Operating System (O/S) Invoice, and IBM ILOG Invoice, I verify that the Quote for IBM Sterling Commerce, IBM Cognos Quote, IBM Cognos, DB2 Connect Quote, IBM FileNet/CMOD Quote, IBM Princeton Softech Invoice, IBM Operating System (O/S) Invoice, and IBM ILOG Invoice are true and accurate copies.

I declare upon the penalty of perjury, that the foregoing is true and correct.

Executed on May 29 2012 at Portland, Oregon.

  
\_\_\_\_\_  
Michelle R. Mishoe  
Legal Counsel

Subscribed and sworn to me on this 29 day of May 2012.

  
\_\_\_\_\_  
Notary Public for Oregon

My Commission expires: 9/28/2015

