

PacifiCorp

REQUEST FOR PROPOSAL

FOR TRADEABLE RENEWABLE CREDITS (GREEN TAGS, as defined herein) AND ENVIRONMENTAL MITIGATION PRODUCTS

ISSUE DATE: MAY 25, 2001

DUE DATE: At or before 2 p.m. [PDT](#) on Monday, June 11, 2001

CONTACT:

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Portland, Oregon 97232

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1 REQUEST FOR PROPOSALS (RFP)

PacifiCorp desires to purchase tradable renewable credits (TRC) also known as (Green Tags) sufficient to serve the electricity needs of our customers who select the blended renewable resource and environmental mitigation portfolio options (estimated to be ~~XXX~~ XXX15,000 to XXX30,000 MWh) for the period from October 1, 2001 to December 31, 2002.

PacifiCorp has prepared this request for ~~proposals~~proposal (RFP). Its purpose is to solicit proposals from qualified persons and organizations interested in providing Green Tags. The Oregon Public Utility Commission has required PacifiCorp to create a neutral and open bidding process for the supply for its "Blended and Environmental Mitigation" products. (Refer to [Oregon Public Utility Commission \(OPUC\) Order 01-337 at http://www.puc.state.or.us/orders/2001ords/01-337.pdf](http://www.puc.state.or.us/orders/2001ords/01-337.pdf) for a copy of the PUC order adopting the portfolio options).

PacifiCorp will make available to the Oregon Public Utility Commission (Commission); ~~at the time of tariff filing for the renewable resource and environmental mitigation options~~; documentation on the evaluation process and scoring utilized to determine the winning bid and supporting its selection. This information will be subject to appropriate confidentiality.

Through this RFP process, PacifiCorp will contract for (~~15 months~~) Green Tags from renewable energy sources. Green Tags must meet renewable resource standards for the blended and environmental mitigation option as adopted by the Oregon Public Utility Commission. (~~please see Appendix B~~). PacifiCorp will also be looking for resources that meet the Renew 2000 definition for New Renewable Resource Power and Renewable Resources requirements (See Appendix B for excerpts from Renew 2000 Standards).

All proposals must meet the requirements set forth herein. PacifiCorp must receive all proposals on or before 2:00 p.m. PDT Monday, June 11, 2001. Bidders will be screened based on responsiveness to the requirements, creditworthiness, market experience and demonstrated ability to provide adequate verification of Green Tag authenticity and benefits to PacifiCorp, as determined by PacifiCorp in its sole discretion. Bids from qualified bidders will then be evaluated based on cost and product mix. Upon completion of the selection process, all bidders will be advised of the status of their proposal. Where practical and without compromising confidentiality, the losing bids will be given general reasons for non-selection (e.g., supply price too high, lack of experience in delivering Green Tags, lack of creditworthiness, etc.). PacifiCorp reserves the right, at any time, to reject any or all proposals for any reason as described in Section 8.2.

2 GENERAL PROCEDURES

2.1 Notice of Intent to Respond

ProposerRespondents ~~must~~ are requested to complete the "notice-Notice of Intent to Respond" form, included in Appendix "A", in order to be notified of updates to this RFP. Future correspondence, including any clarifications, related to this RFP will be sent only to ProposerRespondents that return the notice-Notice of Intent to Respond.

2.2 Clarifications

To ProposerRespondents - ProposerRespondents desiring any clarification or explanation regarding this RFP may write, fax, or e-mail to:

Jane DoeRoby Roberts
PacifiCorp
825 NE Multnomah Avenue, Suite 2000600
Portland, Oregon 97232
503 813-5975XXX XXX voice
503 813-6260XXX XXX fax
robj.robertsjane.doe@pacificorp.com

Insofar as practicable, questions concerning the RFP should be submitted with the notice-Notice of Intent to Respond. All questions will be answered in writing or, if sufficient time is available to respond to all ProposerRespondents, over the telephone.

To PacifiCorp - PacifiCorp will perform an initial review of the proposals to determine if all required information has been provided. Where deficiencies are not material, PacifiCorp may, at its sole discretion, grant a period of five (5) working days to the ProposerRespondent to cure such deficiencies.

2.3 Proposal Submittal

Six (6) copies of your proposal are required and shall be delivered to:

ROUTINE MAIL & OVERNIGHT DELIVERY HAND DELIVERY

<u>PacifiCorp</u>	<u>PacifiCorp</u>
<u>Attn: Roby Roberts</u>	<u>Attn: Roby Roberts</u>
<u>825 NE Multnomah Avenue, Suite 600</u>	<u>825 NE Multnomah Avenue, Suite</u>
<u>600</u>	
<u>Portland, Oregon 97232</u>	<u>Portland, Oregon 97232</u>

The proposal shall be sealed in an envelope and the exterior marked with the following, to distinguish it from routine mail:

RFP - CONFIDENTIAL
TRADEABLE RENEWABLE CREDITS
Proposal Due Date and Time: JUNE 11, 2001 – 2:00 p.m. PDT

No oral or telephonic Proposals will be considered.

It is the responsibility solely of the Respondent to see that its proposal is received by the ~~date~~ ~~and~~ ~~date~~ and time due. 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 the Company.

~~PacifiCorp should receive all proposals, at the address specified in section 2.2 by 2 p.m. on Monday June 11, 2001. All proposals should be hand delivered by the Proposer or its designee, or transmitted to PacifiCorp at the company mailing address contained herein by a certified package delivery process. Proposer should submit an original and five copies of the complete proposal in a sealed envelope that is clearly marked "Response to Request for Proposal For Tradeable Renewable Credits and Environmental Mitigation Products" All proposals will be opened after the response deadline. Proposals received after the response deadline will be returned unopened to the Proposer.~~

2.4 Proposal Requirements

Each proposal shall be effective for a minimum of 180 days after the response deadline. ~~Proposer~~ Respondents may be requested to extend their proposal until an agreement is reached. The address used in the proposal shall be considered the legal address of the ~~Proposer~~ Respondent and shall be changed only by written notice to ~~the~~ PacifiCorp. The ~~Proposer~~ Respondent shall supply an address to which certified mail can be delivered. The delivery of any communication to the ~~Proposer~~ Respondent either personally, or to such address deposited in the United States Mail, registered or certified with postage prepaid, addressed to the ~~Proposer~~ Respondent at such address, shall constitute a legal service thereof. The proposal should be typed or printed on 8 " x 11" size paper, double sided except for figures and drawings, and paginated.

3 DEFINITIONS

~~"Green Tags" mean the Non Power Attributes associated with the power generated from a Specified Resource. One Green Tag represents the Non Power Attributes made available by the generation of 1 MWh by one or more Specified Resources. NOTE: Sales of Green Tags under this Agreement do not constitute sales of physical power. Proposer may sell to any person or entity the power from which the Green Tags that are sold to PacifiCorp are derived, but agrees not to represent the power as possessing its Non Power Attributes. The Proposer cannot resell Green Tags sold to PacifiCorp.~~

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~~"Green Tag Reporting Right(s)" means the right of PacifiCorp to report accumulated Green Tags in compliance with Federal or state law, if applicable, and to a Federal or state agency or any other party at the PacifiCorp discretion, and include without limitation those accruing under Section 1605(b) of the Energy Policy Act of 1992.~~

~~"Non Power Attributes" means the fuel, emissions, or other environmental characteristics of a Specified Resource deemed of value by PacifiCorp. Non Power Attributes do not include any energy, capacity, reliability or other power attributes used to provide electricity services, any tax credits, any Sulfur Dioxide allowance or credit issued pursuant to the Clean Air Act, as amended. Non Power Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4) and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the Green Tag Reporting Rights to these avoided emissions.~~

~~Non-Power Attributes means the fuel, emissions, or other environmental characteristic of an Endorsed Resource deemed of value by a TRG purchaser. Non Power Attributes do not include any energy, reliability, scheduling, shaping or other power attributes used by Seller to provide electricity services. Non Power Attributes include but are not limited to any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and any other pollutant that is now or may in the future be regulated under the pollution control laws of the United States; and further include any avoided emissions of carbon dioxide (CO2) and any other greenhouse gas (GHG) that contributes to the actual or potential threat of altering the Earth's climate. Non Power Attributes are expressed in MWh, and are not a calculation of the quantity or value of avoided emissions from such attributes.~~

~~"Proposers" mean qualified persons or organizations interested in providing Green Tags
"Proposal" means a response to this RFP by a Proposer.~~

~~"Green Tag" means: (i) the Non-Power Attributes associated with a Specified Resource or the generation of power therefrom and (ii) the Green Tag Reporting Rights arising therefrom or connected therewith. One Green Tag represents the Non-Power Attributes and Green Tag Reporting Rights associated with 1 MWh generated by the Specified Resource. All Green Tags must be fully transferable by PacifiCorp, free from any rights of others.~~

~~"Green Tag Reporting Right" means the right of PacifiCorp to report to any agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international or foreign emissions trading program, that it owns~~

the Non-Power Attributes.

"Non-Power Attributes" are the environmental, power source, and emission characteristics, credits, allowances, reductions, offsets and benefits of a Specified Resource or the generation of power therefrom and include without limitation any avoided emissions of substances to air, soil or water, including without limitation nitrogen oxides (NOx), carbon monoxide (CO), mercury (Hg), carbon dioxide (CO2), methane (CH4), other greenhouse gases (GHGs) designated as such by the United Nations Intergovernmental Panel on Climate Change, and any other pollutant that is now or may in the future be regulated or tradeable anywhere, whether or not any such legislation, regulation or trading program is ever enacted, implemented or promulgated. Notwithstanding the foregoing, Non-Power Attributes do not include anything that PacifiCorp, in its sole judgment, deems to expose it to the threat of liability. Non-Power Attributes are expressed in MWh, and are not a calculation of the quantity of avoided emissions.

"Respondent" means a qualified person or entity proposing to provide Green Tags

"Proposal" means a response to this RFP by a Respondent.

"Specific Resource" means Respondent's designated facility from which power is to be generated.

NOTE: Sales of Green Tags are not sales of physical power. PacifiCorp is buying only the Green Tags from the Specified Resources. Respondent may use or sell the power from the Specified Resources to third parties, but may not represent such power as possessing its Non-Power Attributes, and may not resell the Green Tags. ~~sell the Green Tags more than once.~~

4 SCHEDULE

4.1 Tentative Schedule of Events

An approximate schedule for proposal evaluation and ~~Proposer~~Respondent selection is as follows:

- RFP Release 05/25/01
- Proposals Due 06/11/01
- ~~Proposer~~Respondent Interviews, if necessary 06/18/01
- Agreements Executed by PacifiCorp after obtaining necessary board approval no later than ~~0706/427/010~~

5 EVALUATION

5.1 Proposal Evaluation and Discussions

PacifiCorp may award a contract on the basis of proposals submitted, without discussions, or may negotiate further with those [ProposerRespondents](#) at its sole discretion.

Proposals should be submitted on the most favorable terms the [ProposerRespondent](#) can provide. The authority for any agreement to contract rests with PacifiCorp's Board of Directors. The successful [ProposerRespondent](#) will be notified, when such review process has been completed, and of the award date of the contract.

PacifiCorp will perform an initial review of the proposals to determine if all required information has been provided. Where deficiencies are not material, PacifiCorp may, [at in](#) its sole discretion, grant a period of five (5) working days to the [ProposerRespondent](#) to cure such deficiencies.

[Proposals should support the Considerations for Designing Portfolio Options adopted by the Portfolio Advisory Committee and attached by Oregon Public Utility Commission \(OPUC\) Order 01-337 \(<http://www.puc.state.or.us/orders/2001ords/01-337.pdf>\).](#)

[ProposerRespondents](#) will be qualified based on:

- ~~credit worthiness~~ [of Respondent](#)
- ~~market experience~~ [Respondent experience in renewable energy](#)
- ~~and~~ [Demonstrated ability to provide adequate verification of Green Tag authenticity](#)
- [Ability of bidder to deliver the proposed product meeting renewable resource standards for the options as adopted by the ~~e~~Commission on March 20, 2001](#)

Once qualified, subject to the requirements of this RFP, Proposals will be evaluated based on: ~~price, product source and other factors. Proposals should support the Considerations for Designing Portfolio Options adopted by the Portfolio Advisory Committee on March 5, 2001 and attached by Oregon Public Utility Commission (OPUC) Order 01-337.~~

~~Specific criteria supporting these goals include:~~

- Low cost
- Appeal to consumers [\(sources of TRCs may impact marketability of product\)](#)
- ~~Ability of bidder to deliver the proposed product~~
- Risks associated with the proposal, including exposure to market prices
- Implementation cost

After the proposals have been reviewed and evaluated, selected [ProposerRespondents](#) may be asked to make a presentation of their proposal to PacifiCorp personnel and field questions concerning the proposal. After the interviews and the evaluation are completed, one or more [ProposerRespondents](#) may be requested to enter into contract negotiations.

In order to ensure proper consideration to special provisions of the proposal, ~~Proposer~~Respondents should explain in detail any provisions that may not be obvious. Clearly mark portions of a proposal that are variances of a base proposal. It is critical that proposals be clear and concise as to what is offered. ~~Part of the recommendation for selection will be based on an assessment of the Proposer's ability to deliver Green Tags, and cost competitiveness.~~

5.2 Awards

~~The Successful Respondents will commence the process of contracting to provide Green Tags to PacifiCorp under the following procedure: PacifiCorp will deliver a form of contract, which the parties will then negotiate. No obligations or legal relations shall exist between PacifiCorp and Respondent until the definitive execution of final documentation acceptable to PacifiCorp in its sole discretion. PacifiCorp will estimate the total Green Tags it will need for 15 months from the successful Respondent(s) on a quarter-by-quarter basis, although PacifiCorp shall not be obligated to purchase any minimum number of Green Tags from anyone. Purchased Green Tags may bear whatever brand name PacifiCorp chooses to designate for them. The successful Respondent will deliver attestations for all of the Green Tags within 30 days of generation of the actual MWh with which said Green Tags are associated. Green tags will not be paid for until PacifiCorp receives such attestation. [For an example of a required attestation, see Appendix C.]~~

~~Successful Proposers will receive a contract to provide Green Tags to PacifiCorp under the following procedure:~~

- ~~• PacifiCorp will estimate the total of Green Tags MWh it will need for the next 15 months (PacifiCorp shall not be obligated to purchase a minimum amount of Green Tags);~~
- ~~• Quarterly, PacifiCorp will provide successful Proposer with actual total of Green Tags MWh used within 30 days of the end of the quarter;~~
- ~~• The successful Proposer will deliver attestations for all of the Green Tags MWh within 30 days of receipt of actual MWh used. For an example of a required attestation, see Appendix C~~

6 DETAILED PROPOSAL REQUIREMENTS

6.1 Provide the following information:

- a. Certainty of the availability of Green Tags sufficient to meet our demand requirements.
- b. Describe any potential constraints to deliver the Green Tags according to the 5.2 Awards Section.
- c. Describe any other operational constraints that PacifiCorp should be aware of.

~~d. Describe your knowledge of the western wholesale and retail energy markets with specific emphasis on renewable portfolio options under Oregon (SB-1149). **TAKE OUT**~~

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- e.d. Describe your experience in western wholesale and retail markets and other markets relative to Green Tags.
- f.e. Describe your experience in providing Green Tags in other markets including the supply duration, client lists, and amount where this information is not deemed proprietary or confidential by contract.
- g.f. Describe your process for acquisition of Green Tags and the source, whether it is from market purchases and contracts or from owned or shared generation resources.
- h.g. Describe the contract chain used for demonstrating the Green Tags Reporting Rights.
- i.h. Provide information regarding creditworthiness as required by the utility PacifiCorp including the name of the legal entity making the proposal, 2 years of financial statements (if audited and available) and three credit references.
- i. Proposals must meet the renewable resource standards for the blended and environmental mitigation option as adopted by the Commission and meet Renew 2000's definition of New Renewable Resource Power and Renewable Resources requirements (Appendix B). ;
- k.j. Proposals must contain documented reporting rights for authenticity purposes provided by a third party
- i
- ~~l.6.2 Proposals must demonstrate market experience with TRCs and energy from renewable resources, including actual penetration rates over specified periods;~~
TAKE OUT

Pricing:

- a. State the price per MWh for the entire 15-month term of the Green Tags contract separately for each product source. **TAKE OUT.**

6.3 Guarantees:

- a. Describe in detail any guarantees or other forms of security for performance, such as a bond or similar security.
- b. Performance and other guarantees that are made as part of the RFP may be incorporated into the ultimate contract and used for contract compliance.

7 CONTENT OF RESPONSE

All proposals should be in the format described herein. All requested information applicable to the Proposer/Respondent's proposal should be supplied. Additional or separate information submitted will be accepted without prejudice to the proposal and will be considered in its applicable context, however, respondents Respondents should avoid including extraneous information.

Proposals should include the following information in the order listed:

7.1 Letter of Transmittal.

7.1.1 Briefly state the Contractor's-Respondent's understanding of the proposal and what is being offered to PacifiCorp.

7.1.2 The address used in the proposal shall be considered the legal address of the ProposerRespondent and shall be changed only by written notice to the PacifiCorp. The ProposerRespondent shall supply an address to which certified mail can be delivered. The delivery of any communication to the ProposerRespondent either personally, or to such address deposited in the United States Mail, registered or certified with postage prepaid, addressed to the ProposerRespondent at such address, shall constitute a legal service thereof.

7.2 Table of Contents

Include a clear identification of the proposal by section and by page number.

7.3 Contractor' s Qualification

Identify the facility(s) or project(s). Briefly describe the facility or project making sure it meets the Oregon Public Utility Commission's Definition of Renewable Energy (included in Appendix "B").

PacifiCorp reserves the right to require, in PacifiCorp's sole opinion, adequate credit assurances which may include, but may not limited to, a corporate parental guaranty and/or a letter of credit in a form, amount, and from a financial institution acceptable to PacifiCorp.

8 DISCUSSIONS AND RIGHT TO REJECT PROPOSALS

8.1 PacifiCorp' s Rights and Options

This RFP contains only an invitation to make Proposals to PacifiCorp. No Proposal is a binding contract unless the parties execute definitive and complete documentation so providing.

PacifiCorp may in its sole discretion do any one or more of the following:

- a. a. Determine which Proposals are eligible for consideration in response to this RFP.
- b. Issue additional subsequent solicitations for information, and conduct investigations with respect to the qualifications of each Respondent.
- c. Disqualify Proposals contemplating Specified Resources that do not meet the Oregon -Public Utility Commission's definition of renewable energy products containing significant new resources or any other renewable portfolio standards.

- ~~i.~~ d. Supplement, amend, or otherwise modify this RFP, or cancel this RFP with or without the substitution of another RFP.
- ~~i.~~ e. Negotiate with Respondents to amend any Proposal.
- ~~i.~~ f. Select and enter into agreements with the Respondents who, in PacifiCorp's sole judgement, are most responsive to the RFP and whose Proposals best satisfy the interests of PacifiCorp and its customers, and not necessarily on the basis of price alone or any other single factor.
- ~~g.~~ g. Issue additional subsequent solicitations for Proposals.
- ~~h.~~ h. Enter into agreements with Respondents and others different from those contemplated by this RFP.
- ~~h.~~ i. Waive any irregularity or informality on any Proposal to the extent not prohibited by law.
- ~~i.~~ j. Reject any or all Proposals in whole or in part.
- ~~kj.~~ kj. Vary any timetable.
- ~~k.~~ k. l. Approach any Respondent with a view to inviting that Respondent to provide the Green Tags or part of them in conjunction with others.
- ~~lm.~~ lm. Consider any responses to this RFP at such times and in such manner as it deems fit.
- ~~mn.~~ mn. Conduct any briefing session or further RFP process on any terms and conditions.
- ~~ne.~~ ne. Withdraw any invitation to submit a response.
- ~~o.~~ o. p. Order all or none or part of the Green Tags, and in any quantity for delivery without providing reasons and without being liable for any compensation to any party except to the extent of the services ordered and satisfactorily provided pursuant to the terms of an executed agreement.

~~This RFP contains only an invitation to make proposals to PacifiCorp. PacifiCorp reserves, holds, and may in its sole discretion exercise any or all of the following rights and options with respect to this RFP:~~

- ~~a. To determine which proposals are eligible for consideration in response to this RFP.~~
- ~~b. To issue additional subsequent solicitations for information, and to conduct investigations with respect to the qualifications of each Proposer.~~

- ~~c. PacifiCorp reserves the right to disqualify proposals for generation sources that do not meet the Oregon Public Utility Commission's definition of renewable generation sources.~~
- ~~d. To supplement, amend, or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another RFP.~~
- ~~e. To negotiate with Proposers on any proposal item or for amendments or other modifications to their proposals to the extent deemed to be in the best interests of PacifiCorp and its customers.~~
- ~~f. To select and enter into agreements with the Proposer(s) who, in PacifiCorp's sole judgement, are most responsive to the RFP and whose proposal(s) best satisfies the interests of PacifiCorp and its customers, and not necessarily on the basis of price alone or any other single factor.~~
- ~~g. To issue additional subsequent solicitations for proposals.~~
- ~~h. To enter into agreements different from those contemplated by this RFP.~~
- ~~i. To waive any irregularity or informality on any price proposal to the extent not prohibited by law.~~
- ~~j. To reject any or all proposals.~~

8.2 Basis for Rejection

Proposal may be rejected for any of the reasons below:

- ~~a. Receipt of the proposal by PacifiCorp after the Response Deadline.~~
- ~~b. Failure to meet the requirements described in this RFP.~~
- ~~c. Failure to submit a complete proposal in the format specified in this RFP. This includes the absence of pertinent information requested which is necessary for proposal evaluation.~~
- ~~d. Failure of the Proposer's authorized officer to sign the proposal.~~
- ~~e. Inability or unwillingness to provide any of the required security.~~
- ~~f. The proposal is not a firm offer for at least 180 days from the Response Deadline shown in Section 2.3.~~
- ~~g. Misrepresentations in the proposal.~~
- ~~h. Failure to permit disclosure of information contained in the proposal to PacifiCorp agents or contractors.~~
- ~~i. Any conduct or attempts to influence PacifiCorp's evaluation of the proposals outside the solicitation process.~~

Proposals may be rejected for any of the reasons including but not limited to: below:

- a. Receipt of the proposal by PacifiCorp after the Response Deadline.
- b. Failure to meet the requirements described in this RFP.
- c. Failure to submit a complete proposal with pertinent information necessary for evaluation.
- d. Failure of the Respondent's authorized officer to sign the proposal.

- e. Inability or unwillingness of the Respondent to provide any security or surety required for performance.
- f. ~~If~~ the Proposal is not a firm offer for at least 180 days from the Response Deadline.
- g. Misrepresentation.
- h. Failure to permit disclosure of information contained in the Proposal to PacifiCorp agents or contractors.
- i. Any attempt to influence PacifiCorp's evaluation of the Proposals outside the solicitation process.
- j. Any change in regulation or regulatory requirements.
- k. Failure of the Specified Resource to meet the Oregon Public Utility Commission's definition of renewable energy products containing significant new resources or any other renewable portfolio standards.
- l. Any matter impairing Respondent, Specified Resources or the generation of power or Non-Power Attributes therefrom or the delivery of Green Tags, including without limitation the Specified Resource not yet being operational.
- m. Any intent by Respondent to finance the construction or operation of the Specified Resource with the proceeds of the sale of Green Tags to PacifiCorp.

9 EXPENSES OF PREPARING PROPOSALS.

Each Proposal will be prepared at the sole cost and expense of the Respondent and with the express understanding that there will be no claims whatsoever for reimbursement from PacifiCorp. PacifiCorp is not liable for any costs incurred by Respondents in responding to this RFP or for any damages arising out of or relating to PacifiCorp's rejection of any Proposal for any reason or for no reason. Respondent shall bear all costs and expenses of any response to PacifiCorp in connection with its Proposal, including providing additional information and Respondent's own expenses in negotiating and reviewing any documentation.

9 INCURRING COSTS

8.1 Expenses Of Proposal Preparation

Each proposal prepared in response to this RFP will be prepared at the sole cost and expense of the Proposer and with the express understanding that there will be no claims whatsoever for reimbursement from PacifiCorp.

PacifiCorp is not liable for any costs incurred by Contractors in responding to this RFP. Each proposal prepared in response to this RFP will be prepared at the sole cost and

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~~expense of the Proposer and with the express understanding that there will be no claims whatsoever for reimbursement from PacifiCorp. Proposer shall be liable for the costs to PacifiCorp for any information requested related to the proposal.~~

10 DISPOSITION OF PROPOSALS AND OWNERSHIP OF DATA

~~All Proposals belong to PacifiCorp and will not be returned. PacifiCorp will use reasonable efforts to protect information clearly and prominently marked as proprietary and confidential on the page it appears, but reserves the right to release such information to agents or contractors to help evaluate the Proposal. PacifiCorp shall not be liable for any damages resulting from any disclosure of such information, howsoever occurring.:-~~

~~Proprietary Information~~

~~If Proposals include proprietary or confidential information, it shall be clearly marked. PacifiCorp will take reasonable precautions and use reasonable efforts to protect such information provided that such information is clearly marked as proprietary or confidential on the page it appears. PacifiCorp reserves the right to release such information to agents or contractors for the purpose of evaluating the proposal. Such agents or contractors will be contractually bound to the same standards of care with respect to the disclosure as PacifiCorp. In any event, PacifiCorp, its agents or contractors will not be liable for the damages resulting from any disclosure before, during, or after the solicitation.~~

11 AFFILIATE INTENT TO BID

~~Affiliate companies of Pacificorp may respond to this RFP and will be required to meet all of the requirements specified in this document. Any affiliate company responding to this RFP will receive no preferential treatment.~~

12-11 CONTRACT PERIOD

PacifiCorp wants Green Tags ~~equivalent to XXX Mwh~~ sufficient to serve the electricity demands of customers who select the blended renewable portfolio options for the period from October 1, 2001 to December 31, 2002- ~~(Estimated to be XXX to XXX02~~ 15,000 to 30,000 MWh although actual amount will depend on customer participation).

13-12 SIGNATURES AND DECLARATIONS

Proposals must be submitted in the legal name of the ~~Proposer~~Respondent who would be bound by any agreement with PacifiCorp, and must include the following declaration: "This proposal is genuine, and not sham or collusive, nor made in the interest or ~~in-on~~ behalf of any person not herein named; the ~~Proposer~~Respondent has not directly or indirectly induced or solicited any other ~~Proposer~~Respondent to put in a sham bid, or

any other person, firm, or corporation to refrain from submitting a proposal; and the Proposer/Respondent has not in any manner sought by collusion to secure for themselves an advantage over any other Proposer/Respondent.”

Appendix A

Notice of Intent to Propose

Notice of Intent to Propose

This is to declare that the undersigned intends to respond to PacifiCorp's:

REQUEST FOR PROPOSAL FOR GREEN TAG TRADEABLE RENEWABLE CREDITS (GREEN TAGS) RESOURCE AND ENVIRONMENTAL MITIGATION PRODUCTS

Please include:

Company _____

Mailing Address/Phone/Fax/Email _____

Contact Person _____

Authorized Signature and Date _____

Return by mail or fax within 7 days of the date of this document on the cover page to:

~~Jane Doe~~ Roby Roberts

PacifiCorp
825 NE Multnomah Avenue, Suite 2000
Portland, Oregon 97232
503 813-5975XXX-XXX voice
503 813-6260XXX-XXX fax

robby.roberts@pacificorp.com

jane.doe@pacificorp.com

Appendix B

Oregon Public Utility Commission's Definition of Renewable Energy and Portfolio Options

Appendix B

Oregon Public Utility Commission's Definition of Renewable Energy and Portfolio Options

Definition of a Significant Renewable Energy Product (from Renew 2000 requirements):

- Levels for a renewable energy product containing "significant new" resources. That is, a block product must contain 100 percent new renewable resources, and a blended product must contain at least 15 percent new renewable resources.

Definition of a Blended Renewable Resource Product (from Renew 2000 requirements):

- Product must contain a minimum of 50 percent renewable resources. The minimum required use of new renewable resources is 15 percent of the total content.
- The new renewable energy requirement may be counted toward the overall 50 percent renewable energy requirement.
- The remaining 50 percent must have air emissions and spent fuel rates that do not exceed the kilowatt averages for the electricity generating system as defined by state requirements or regional practice, except that the average kilowatt rate for carbon dioxide must meet the Oregon siting standard.
- The blended renewable resource product provides 100 percent of the customer's load.

[Other Relevant Language from Renew 2000 Requirements](#) ~~PacifiCorp will also consider the following additional Renew 2000 requirements in the evaluation of proposals.~~

[New Renewable Resource Power: certified products must meet certain minimum standards for the supply of new eligible renewable energy \(kWh\). Renewable energy generated in response to any federal or state statutory requirement¹ to construct or contract for the renewable energy is not eligible as new. New renewable resources are those \(1\) placed in operation \(generating electricity\) on or after May 1, 1999, therefore excluding electricity generated by that part of the Wyoming, Foote Creek Wind Project fully in service before May 1, 1999; \(2\) repowered on or after May 1, 1999 such that at 80% of the fair market value of the project derives from new generation equipment installed as part of the repowering, or \(3\) a separable improvement to or enhancement of an operating existing facility that was first placed in operation prior to May 1, 1999, such that the proposed incremental generation is contractually available for sale and](#)

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metered separately than existing generation at the facility. Any enhancement of a fuel source that increases generation at an existing facility, without the construction of a new or repowered, separately metered generating unit, is not eligible to participate.

Renewable Resources: Eligible renewable technologies that may be used to supply certified green power marketing programs include the following: low emissions biomass - including landfill and sewage gas, geothermal, certified low impact hydroelectric, solar, wind and fuel cells using a renewable fuel.

Appendix C

Example of a Green Tag Attestation

I, ~~Name, Position,~~ declare under penalty of perjury, that the renewable energy green tags, which is the subject of this assurance protocol, was sold to ~~PacifiCorp.~~

Generator Name	Generator ID Number	Fuel Type	KWh of Energy	Period Delivered

As an authorized agent of Selling Company Name (“the Power Provider”), I declare under penalty of perjury, that the information provided on this form is true and correct to the best of my knowledge. I further declare that the green tags environmental attributes a) are from eligible renewable generators where energy is claimed as renewable, b) were not sold to any end-use customer, c) were not used for on-site generation, and d) were sold ~~to PacifiCorp once and only~~ to PacifiCorp. I attest that the above statements are true and correct.

Signature: _____ Date: _____

Name: _____ Title: _____

Place of Execution: _____

:

The information provided in this Form may be used by PacifiCorp and PacifiCorp's auditors, on a confidential basis, to substantiate and/or verify the accuracy of advertising and/or product content claims of PacifiCorp or its customers. This information will remain confidential to PacifiCorp unless a state or federal government agency specifically requests verification of the accuracy of advertising and/or product content claims of PacifiCorp or its customers. PacifiCorp shall be entitled to disclose publicly the fact that it purchased energy or environmental attributes from the generating units identified herein, provided that it will not disclose the quantity thereof or the specific generation period, except as otherwise permitted pursuant to this paragraph. For additional release of information in this form, PacifiCorp must obtain the approval from the authorized agent.

^{1.} For the purposes of the Certification process a system benefit charge (SBC), a requirement to collect funds, is not considered a statutory requirement to construct or contract.