



REQUEST FOR PROPOSALS

Cover Sheet

General Information	
Project Name	IPA Pipeline Project and Transportation Services
Project Description	<ul style="list-style-type: none"> • Design, permit, construct, commission (including providing interruptible natural gas transportation services during commissioning of the IPP Renewal Project), operate, and maintain a natural gas pipeline lateral and associated interconnection facilities and metering stations necessary for the transportation of natural gas from a designated trading hub or hubs on the Integrated Distribution System to the Delivery Point • Transportation services for the delivery of natural gas to the Delivery Point • Supply of natural gas to the IGS specifically is excluded
Contract(s) Type	Facilities Agreement and Agreement for Firm Transportation Service, together with other agreements mutually acceptable to IPA and the selected Proposer
IPA Project Manager	Lori Morrish
Procurement Process Information	
RFP No.	690
Contract Administrator	Angela Petcharamuk Los Angeles Department of Water and Power, as Project Manager for Intermountain Power Agency (213) 367-3463 IPP-Renewal-Project.Gas@ipautah.com

<p>Selection Factors:</p> <ul style="list-style-type: none"> • Pipeline Project <ul style="list-style-type: none"> ○ Organizational Structure ○ Construction Experience ○ Financial Stability ○ Operational Experience ○ Approach to Work • Transportation Services • Firm Transportation Rate • Contracts 	<p>Award of contracts will be to the selected Proposer, based on the Proposal that provides the best value to IPA. The determination of what constitutes best value will be made by IPA, in its sole discretion, from responsive bids, considering the Firm Transportation Rate, qualitative and quantitative factors, and other factors deemed relevant by IPA.</p>
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RFP Timeline

• IPA Issues Request for Proposals	November 5, 2018
• Proposal Intent Deadline	November 13, 2018
• Questions and Requests for Changes Submittal Deadline	December 3, 2018
• RFP Addenda and Clarifications Deadline	December 17, 2018
• Proposal Deadline	February 5, 2019 at 4:00 p.m. (prevailing Pacific Time)
• Short List Deadline, if necessary	March 4, 2019
• Contract Execution Deadline	June 30, 2019

Pipeline Project and Transportation Services Timeline

Pipeline Project and Transportation Services Timeline	
• Natural Gas Availability Date	May 1, 2024
• Commissioning Commencement Date	May 2, 2024
• Firm Transportation Service Date	January 1, 2025
• Firm Service Period	21 years, beginning on the Firm Transportation Service Date

NOTICE: References to dates, deadlines, and time periods in this RFP that begin with initial capital letters are the dates, deadlines, and time periods as set forth in the RFP Timeline or the Pipeline Project and Transportation Services Timeline, as applicable, included in this Cover Sheet.

Included as part of this RFP

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Proposal Contents		
Page Limit	25 pages	
<ul style="list-style-type: none"> The cover letter and required forms do not count toward the page limit The page limit does not include financial statements; design drawings; copies of policies or procedures; or historical data supporting safety, cyber security, and operational experience, each of which are to be provided as an appendix to the Proposal 		
Submittal Instructions		
<ul style="list-style-type: none"> Proposal to be sent via email to the Contract Administrator. Proposal should be in the form of a .pdf file that includes all required information and forms (<i>see Part B</i>). 		
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Glossary		
AC	Alternating Current	
ASME	American Society of Mechanical Engineers	
DC	Direct Current	
Dth	Dekatherm	
EPC	Engineering, Procurement, and Construction: contracts for the construction of the balance of the IPP Renewal Project, but excluding equipment supplied by the OEM.	
kV	Kilovolt	
MW	Megawatt	
OEM	Original Equipment Manufacturer: the manufacturer of key equipment for the generation of electricity at the IGS	
psi	pounds per square inch	



REQUEST FOR PROPOSALS

Part A – Information Overview

1. INTERMOUNTAIN POWER AGENCY ORGANIZATION

Intermountain Power Agency (“IPA”) is an interlocal entity organized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* The membership of IPA consists of 23 Utah municipalities.

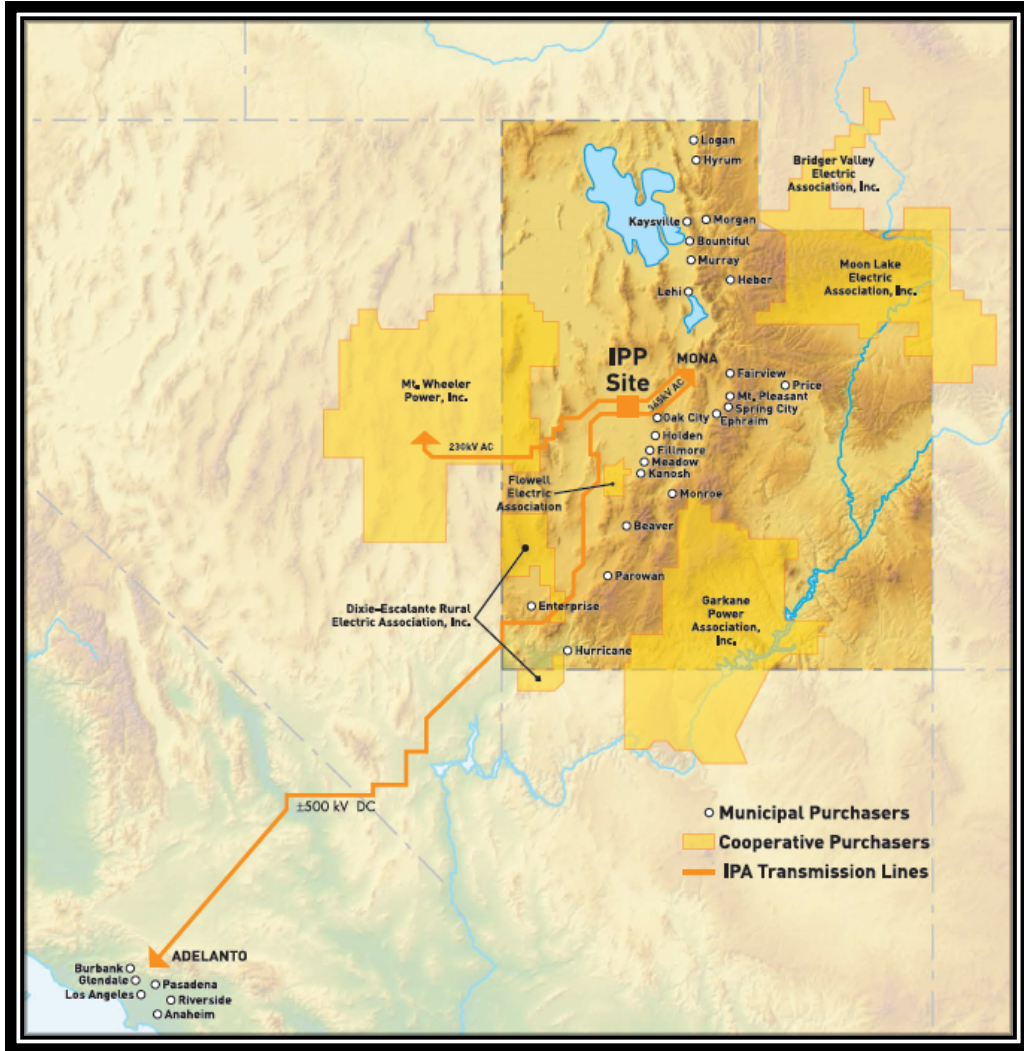
IPA owns and operates the Intermountain Power Project, located near Delta, Utah (“IPP”). IPA has entered into Power Sales Contracts with the 23 Utah member municipalities; 6 electric cooperatives that service parts of Utah, Wyoming, Colorado, Arizona, and Nevada; and 6 municipalities in California. The Los Angeles Department of Water and Power, a department of the City of Los Angeles, a municipal corporation of the State of California (“LADWP”) is the single largest purchaser of power from the IPP. IPA has appointed LADWP as Project Manager and Operating Agent to construct, operate, and maintain the IPP.

2. INTERMOUNTAIN POWER PROJECT OVERVIEW

The IPP currently consists of a two-unit, coal-fired generating station with a net nominal capability of 1,800 MW, located at an elevation of 4,670 feet above sea level, an AC switchyard, and associated facilities located near Delta, Utah, collectively referred to as the Intermountain Generating Station (“IGS”). In addition, the IGS connects to: (a) the Southern Transmission System, consisting of a 488-mile, 500 kV DC bi-polar transmission line that originates at the AC/DC converter station adjacent to the IGS AC switchyard, transverses parts of Utah, Nevada, and California and terminates at the AC/DC converter station located near Adelanto, California (“STS”); and (b) the Northern Transmission System, consisting of two 50-mile, 345 kV AC transmission lines from the IGS AC Switchyard to PacifiCorp’s Mona Switchyard located near Mona, Utah, and a 144-mile, 230 kV AC transmission line from the IGS AC Switchyard to the Gonder Switchyard located near Ely, Nevada (“NTS”). Collectively, the IGS, the NTS, and the STS comprise the IPP.

The IPP is depicted in [Figure 1](#), below:

Figure 1: IPP Location Map

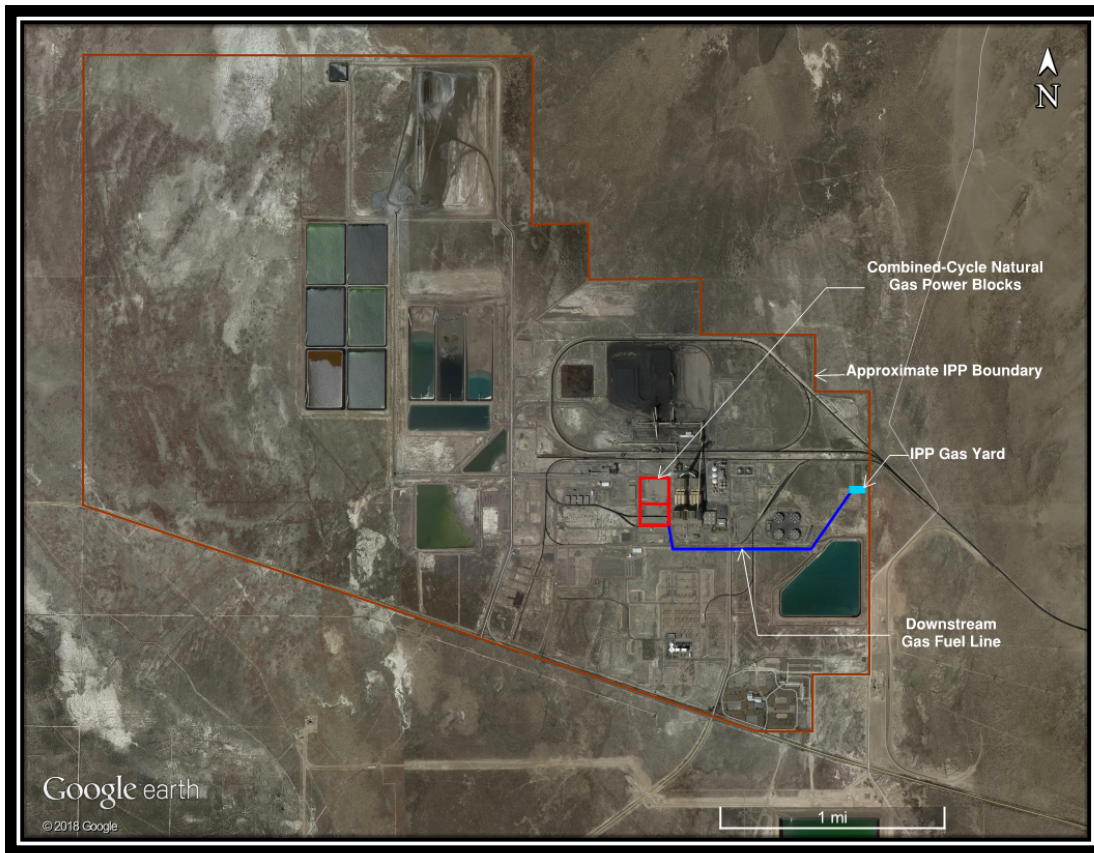


3. IPP RENEWAL PROJECT DESCRIPTION

As the Project Manager, LADWP is leading the effort in converting the IPP from its current coal fired generation, including the construction and installation of two combined cycle natural gas fired power blocks, with an approximate combined net generation capability of 840 MW (“IPP Renewal Project”). Based on the IPP Renewal Project, the repowered IPP is scheduled to commence commercial operation by the Firm Transportation Service Date. To meet that schedule, IPA must complete a number of interrelated projects, including purchase of major equipment, selection of OEM and EPC contractors, providing firm natural gas transportation services to the IGS, and arranging for natural gas supplies.

A preliminary layout of the IPP as repowered pursuant to the IPP Renewal Project, showing the combined cycle natural gas power blocks, downstream fuel gas line, and gas yard, is depicted in Figure 2, below:

Figure 2: Preliminary Layout of Repowered IPP



4. THE PIPELINE PROJECT AND TRANSPORTATION SERVICES

To enable the conversion of the IPP from coal to natural gas pursuant to the IPP Renewal Project, IPA requires a long-term arrangement with a natural gas transporter for a dedicated transportation solution (“Pipeline Project”) to ensure firm and consistent transportation services for the supply of natural gas from a designated trading hub or hubs on one or more integrated interstate or intrastate natural gas main pipelines (“Integrated Distribution System”) to a designated delivery point acceptable to IPA proximate to the IPP Gas Yard identified in Figure 2 (“Delivery Point”). The Pipeline Project requires, among other things, the design, permitting, construction, commissioning (including providing interruptible natural gas transportation services during commissioning of the IPP Renewal Project), operation, and maintenance of a natural gas pipeline lateral and associated interconnection facilities and metering stations necessary to deliver up to 140,000 Dth/day of natural gas to the Delivery Point, including necessary operating permits and rights-of-way.

In addition to the Pipeline Project, IPA requires interruptible natural gas transportation services on the Integrated Distribution System from a designated trading hub or hubs on the Integrated Distribution System with an interconnection to the Pipeline Project in quantities sufficient for

the commissioning and startup of the Pipeline Project, commencing on the Commissioning Commencement Date ("Interruptible Transportation Services"); and primary firm natural gas transportation services on the Integrated Distribution System from a designated trading hub or hubs on the Integrated Distribution System with an interconnection to the Pipeline Project in order to deliver 140,000 Dth/day of natural gas to the Delivery Point, commencing on the Firm Transportation Service Date ("Firm Transportation Services", and together with the Interruptible Transportation Services, "Transportation Services").

The Pipeline Project and the Transportation Services specifically exclude the supply of natural gas to the IGS.

A. Work and Services Requested

- (1) Pipeline Project. The Pipeline Project work requested under this Request for Proposal ("RFP") for the Pipeline Project includes all work required to design, construct, commission, operate, and maintain the Pipeline Project, including the following:
 - (a) Design the Pipeline Project, including a pipeline lateral between the Delivery Point and a natural gas trading hub or hubs on the Integrated Distribution System that can transport natural gas to the IGS as required, together with interconnection facilities necessary to connect the pipeline lateral with both the Integrated Distribution System and the Delivery Point, and metering stations to measure the quantity of natural gas delivered. The Pipeline Project design will be fit-for-purpose given the location and operations of the IGS, comply with all applicable federal, state, county, local, and/or municipal laws, regulations and standards, including 49 CFR 192 and ASME B31.8 and B31.8S, and will support a construction schedule that meets requirements for initiating the testing, startup, and commissioning of the Pipeline Project by the Commissioning Commencement Date.
 - (b) Obtain all federal, state, county, and/or municipal permits (including conditional use permits), authorizations, consents, registrations, variances, and other approvals required by Proposer for the construction, operation, and maintenance of the Pipeline Project, together with any crossing or encroachment agreements for crossing state and county roads, other pipelines and power lines, canals, etc.
 - (c) Obtain necessary rights-of-way for the pipeline lateral from the interconnection facilities on the Integrated Distribution System to the Delivery Point, all in compliance with applicable federal, state, county, and/or municipal laws and regulations including, if applicable, the National Environmental Policy Act, the National Historic Preservation Act,

the Endangered Species Act, and the rules and regulations promulgated by the Federal Energy Regulatory Commission.

- (d) Construct, startup, and commission the Pipeline Project according to its design, and the practices; methods; specifications; licensing requirements; standards of care, skill, diligence, safety, and performance; and acts generally engaged in or observed by recognized and experienced national construction companies operating nationally, as in effect from time to time, which are consistent with good judgment, applicable laws, rules, regulations, codes, and standards; reliability; safety; economy; efficiency; and expediency. Construction, startup and commissioning of the Pipeline Project must be completed by the Natural Gas Delivery Date in order to ensure Interruptible Transportation Services for natural gas sufficient for startup and commissioning of the Pipeline Project by the Commissioning Commencement Date, and to ensure Firm Transportation Services by the Firm Transportation Service Date. Proposer will be responsible for supplying the natural gas necessary for startup and commissioning of the Pipeline Project. Proposer will own, operate, and maintain the Pipeline Project.
 - (e) A plan for the maintenance of the Pipeline Project in accordance with applicable laws, rules, regulations, and industry standards so as not to interrupt power generation at the IGS. To the extent practicable, Proposer shall schedule maintenance of the Pipeline Project to coincide with the scheduled maintenance of the IGS.
- (2) Transportation Services. The Transportation Services must include all entitlements necessary to provide Interruptible Transportation Services by the Commissioning Commencement Date, and Firm Transportation Services by the Firm Transportation Service Date and for the Firm Service Period, including the following:
- (a) Direct access to natural gas trading markets in the Rockies/Northwest region, including, but not exclusive of, the Opal, Wyoming trading hub. Transportation Services also must include a list of the trading hubs on the Integrated Distribution System to which IPA will have access and a description of the means of access by IPA to such trading hubs, together with alternate delivery points on the Integrated Distribution System downstream of the IGS to allow IPA to redirect natural gas in order to balance the natural gas scheduled for delivery to the IGS pursuant to the Firm Transportation Services.
 - (b) A plan for Interruptible Transportation Services and Firm Transportation Services for delivery of natural gas to a designated trading hub or hubs on the Integrated Distribution System, together with Interruptible

Transportation Services and Firm Transportation Services for delivery of natural gas through the Pipeline Project from the interconnection facilities at trading hub or hubs on the Integrated Distribution System to the Delivery Point. The Interruptible Transportation Services shall be available from the Commissioning Commencement Date to the Firm Transportation Service Date for delivery of quantities of natural gas sufficient for commissioning of the Pipeline Project and startup and commissioning of the IGS. The Firm Transportation Services shall be available during the Firm Service Period for deliveries of 140,000 Dth/day of natural gas, including daily swings that are driven by weather-related or other operational constraints of the IGS as a result of the IPP Renewal Project.

Proposer is responsible for its evaluation of soil, water, geological, geophysical, and other conditions related to the proposed natural gas pipeline lateral as necessary to satisfy the IGS natural gas needs. IPA assumes no responsibility or liability for the accuracy or sufficiency of any evaluations of the proposed natural gas pipeline lateral.

B. Pipeline Project Design Criteria Compatibility

The Pipeline Project design must be compatible with the following operational requirements:

- (1) Interruptible Transportation Services for the period between the Commissioning Commencement Date and the Firm Transportation Service Date for the delivery of natural gas in quantities sufficient for the startup and commissioning of the Pipeline Project and the IGS.
- (2) Firm Transportation Services during the Firm Service Period for the delivery to the Delivery Point of approximately 140,000 Dth/day of pipeline-quality natural gas.
- (3) Transportation and delivery to the Delivery Point of natural gas at inlet pressure of 740 to 945 psi.
- (4) Identification of natural gas trading receipt points for pipeline interconnects.
- (5) Plan for cooperation with the IGS in managing hourly variability of gas flows.
- (6) Rate design for the Firm Service Period of pipeline-quality natural gas transportation and delivery to the Delivery Point.
- (7) Compatibility with physical location and layout of the repowered IGS, including the Delivery Point.

C. Optional Services

In respect of any potential expansion of the Pipeline Project to provide incremental natural gas transportation services to meet future expansion projects at the IPP, Proposer is responsible for providing the items included in Part A, paragraph 4.A (Work and Services Requested) and Part A, paragraph 4.B (Pipeline Project Design Criteria Compatibility) for up to 161,000 Dth/day (approximately 15 percent higher than the 140,000 Dth/day) of pipeline quality natural gas to serve a potential capital expansion project at the IGS. Pricing is to be provided for the following years during the Firm Service Period:

- (1) January 1, 2025 – December 31, 2025
- (2) January 2, 2028 – December 31, 2028



REQUEST FOR PROPOSALS

Part B – Procurement Process Information

This procurement will be a RFP process. Award of contracts will be made to the person or entity (“Proposer”) selected by IPA based on a written proposal (“Proposal”) for the Pipeline Project and the Transportation Services that is responsive to this RFP and that provides the best value to IPA, considering the Firm Transportation Rate, qualitative and quantitative factors, and other factors deemed relevant by IPA, in its sole discretion. IPA is not required to inform any Proposer of deficiencies in a Proposal that, in the sole discretion of IPA, renders the Proposal non-responsive.

1. NOTICE OF INTENT TO SUBMIT A PROPOSAL

No later than the Proposal Intent Deadline, each Proposer must notify IPA in writing of its intent to submit a Proposal (a “Notice”), which Notice must provide Proposer’s point of contact name, address, telephone number, and email address. The Notice must be sent via email to the Contract Administrator identified on the Cover Sheet, and must be made by a member of Proposer’s organization with authority to make commitments on behalf of the organization. Submission of the Notice will not require the Proposer to submit a Proposal, but IPA, in its sole discretion, reserves the right to reject Proposals from Proposers that do not submit a Notice.

2. PROPOSAL CONTENT

A. Cover Letter and Executive Summary

Each Proposer shall provide a cover letter briefly describing its organization and its interest in the Pipeline Project and the Transportation Services. The cover letter must include a succinct executive summary of the entire Proposal. The cover letter should state whether the Proposal includes any trade secret information (see Part C, paragraph 1.C).

B. Proposer Organizational Structure and Construction Experience

(1) Organizational Structure and Experience. Each Proposer shall provide the following information regarding its organization and experience:

(a) Each Proposer shall describe its company history, including how long it has provided services similar to the Pipeline Project and the Transportation Services. Each Proposer shall provide a company

organizational chart, including the relationship of Proposer to the ultimate parent entity of the company group and any other entities within the company group that will perform any portion of the work on the Pipeline Project or the Transportation Services. Each Proposer shall explain whether third-party contractors outside of the company group will perform work in respect of the Pipeline Project or the Transportation Services.

- (b) Each Proposer shall provide the state in which it is organized, and each jurisdiction in which it is qualified to do business, together with its Federal Taxpayer ID number.
- (c) Each Proposer shall provide an estimate of what percentage the Pipeline Project and the Transportation Services would be to its total business.
- (d) Each Proposer shall provide information regarding projects it has completed and operated that is similar to the Pipeline Project and the Transportation Services, including both the locations and dates of such projects. Each Proposer shall list at least three references, with contact information, for such similar projects. Each Proposer also shall identify any key personnel that it proposes to work on the Pipeline Project and the Transportation Services, together with a resume for each such key person that, among other things, describes the relevant skills, training, and experience of such key person.

The information provided in the Proposal will be used by IPA to assess the depth and relevance of Proposer's experience. Additionally, the information provided will be used by IPA to assess whether Proposer is responsible, as defined in Part C. Specifically, the information may be used to assess whether Proposer can provide the Pipeline Project and the Transportation Services in conformance with IPA's schedule for the IPP Renewal Project (see Pipeline Project and Transmission Services Timeline on the Cover Sheet).

- (2) Financial Stability. Each Proposer shall provide all of the following financial information:
 - (a) Whether Proposer will provide a guarantee of payment and performance from the ultimate parent entity of the company group, in the event that all or any portion of the Pipeline Project and the Transportation Services are to be performed by an entity or entities other than the ultimate parent entity of the company group.
 - (b) Five years of audited/reviewed financial statements for Proposer (including debt-to-equity ratios), or, if Proposer is not the ultimate parent entity of the company group, then five (5) years of audited/reviewed

financial statements of ultimate parent entity of Proposer (including debt-to-equity ratios). If Proposer is not the ultimate parent entity of the company group, then Proposer also shall provide five (5) years of financial statements of Proposer, including a balance sheet, income statement, statement of profits and losses, and cash flow statement, with accompanying notes. All financial information shall be prepared in accordance with generally accepted accounting principles in the United States, applied on a consistent basis.

- (c) Bank reference and contact (name, title, address, and phone number).
 - (d) A description of legal disputes during the past five (5) years, together with a description of pending legal disputes, if any.
 - (e) A description of all insurance policies providing coverage to Proposer, together with policy limits, deductibles or self-insured retentions, and claims history for the past five (5) years, and a description of any material claims made against any such insurance policies.
 - (f) Capacity of Proposer to provide financial assurances in respect of the Pipeline Project and the Transportation Services, and the nature of such financial assurances (parent guaranty, bonds, bank guaranty, letters of credit, etc.).
- (3) Operational Experience. Each Proposer shall provide the following information regarding its operational abilities and experience:
- (a) Description of any collective bargaining agreements to which Proposer, or any third-party contractor that Proposer intends to use on the Pipeline Project and the Transportation Services, is subject, together with a description of any strikes, walkouts, or lockouts during the past five (5) years.
 - (b) Description of any quality assurance/quality control plans, environmental, health, safety and sustainability policies, and drug and alcohol policies.
 - (c) Description of any cyber security plans and documentation sufficient to demonstrate compliance with pipeline cyber security requirements for the past five (5) years.
 - (d) Jurisdictions in which Proposer currently is licensed to conduct work similar to the Pipeline Project and the Transportation Services, including license numbers for each jurisdiction, together with information on any jurisdictions in which Proposer's license has been revoked, suspended, or

limited and the reasons therefor, with similar information for third-party contractors that Proposer intends to use on the Pipeline Project and the Transportation Services.

- (e) Description of experience in providing transportation services similar to the Interruptible Transportation Services and the Firm Transportation Services.
- (f) Description of experience in constructing, operating, and maintaining an interstate or intrastate natural gas pipeline, including a list and brief description of operating manuals and/or procedures used in constructing, operating and maintaining any such interstate or intrastate natural gas pipeline.
- (g) Description of experience in scheduling maintenance on natural gas transportation pipelines in coordination with scheduled maintenance outages of electric generation facilities serviced by such pipelines.
- (h) Description of each unplanned event during the past five (5) years on the natural gas transportation pipelines included in the Proposal that resulted in disruption of firm natural gas transportation service, including length of time to restore such firm transportation service.
- (i) Fines, penalties, or other assessments levied against Proposer, or any third-party contractor that Proposer intends to use on the Pipeline Project and the Transportation Services, together with a description of the events giving rise to any such fines, penalties, or assessments.
- (j) Description of reported safety violations of pipeline operations over the past five (5) years.
- (k) Description of each notice of violation received in the past five (5) years by the Proposer or any third-party contractor that Proposer intends to use on the Pipeline Project and the Transportation Services, together with a description of the actions taken by Proposer and each such third-party contractor to resolve each such notice of violation.
- (l) A list of lost time injuries suffered by employees of Proposer or any third-party contractor that Proposer intends to use in the Pipeline Project and the Transportation Services in the past five (5) years.
- (m) Description of projects and services similar to the Pipeline Project and the Transportation Services for which Proposer provides services, operation, and maintenance.

C. Approach to Work

- (1) Pipeline Project Design. The Pipeline Project design shall be a detailed engineering description of the proposed routing, design, interconnection, and metering of the pipeline lateral that will receive, transport, and deliver natural gas to the Delivery Point. The design shall include, at a minimum, the following:
 - (a) Pipeline diameter and operating volume.
 - (b) Pipeline operating pressure and temperature.
 - (c) Route and distance of the proposed pipeline lateral and interconnection location from the applicable portions of the Integrated Delivery System, together with any alternative routes for the pipeline lateral and applicable interconnection locations.
 - (d) Location, size, and staging of compression to meet the requirements for delivery of natural gas to the Delivery Point.
 - (e) Review of right-of-way issues and a preliminary list of affected landowners.
 - (f) Review of permitting requirements and a preliminary list of all necessary permits.
 - (g) Description of existing and proposed physical assets to be used in the Pipeline Project, including any interconnections to the Integrated Distribution System.
 - (h) Design of interconnection facilities for the pipeline lateral included in the Pipeline Project to the Integrated Distribution System proposed for connection.
 - (i) Design of the connection of the pipeline lateral included in the Pipeline Project to the Delivery Point.
 - (j) Identification and review of technical variables that might affect the complexity, timing, or performance of the pipeline lateral interconnections and how such issues might be resolved to the advantage of the IPP Renewal Project.
 - (k) Provisions for the maintenance of the Pipeline Project.
- (2) Transportation Services. The description of Transportation Services shall be a detailed explanation of the firm entitlements on the Integrated Distribution System, and the means and manner by which Interruptible Transportation

Services and Firm Transportation Services will be provided from the Natural Gas Availability Date through the end of the Firm Service Period. The description shall include, at a minimum, the following:

- (a) Description of current firm entitlements on the Integrated Distribution System to the interconnection point of the pipeline lateral included in the Pipeline Project to the Integrated Distribution System, and time period during which such firm entitlements are valid.
- (b) Primary natural gas receipt and delivery points for the Integrated Distribution System and their current individual capacities, together with current and future options.
- (c) Primary receipt points for the Integrated Distribution System, which must include the Opal, Wyoming trading hub (listed as “Kern River, Opal plant” (daily survey only) by S&P Global Platts Methodology and Specification Guide), together with alternative receipt points for natural gas trading markets in the Rockies/Northwest region.
- (d) Secondary or alternative receipt and delivery points with associated firm entitlements, and any associated additional costs to transport and deliver to the secondary delivery points on the Integrated Distribution System.
- (e) Provisions for monitoring and controlling gas quality, including arrangements in respect of connections to the Integrated Distribution System.
- (f) Provisions for metering gas quantity transported and delivered to the Delivery Point.
- (g) Anticipated line pack and other physical capabilities for managing daily swing volumes as might be required by the IGS.
- (h) Identities and locations of the pipelines on the Integrated Distribution System proposed for connection.
- (i) Description of existing and proposed physical assets to be used to provide Interruptible Transportation Services and Firm Transportation Services, including any pipelines on the Integrated Distribution System and interconnections to the pipeline lateral included in the Pipeline Project.
- (j) Description of Electronic Bulletin Board (“EBB”) platform to be used for natural gas scheduling, including:

- EBB key features and interface, training, and cyber security protocols necessary to implement the EBB platform,
 - how natural gas will be nominated using the EBB from the proposed primary and secondary receipt points to the Delivery Point, and
 - if more than one EBB or other arrangements are necessary to ensure that natural gas is scheduled, transported, and delivered to the Delivery Point from the proposed primary and secondary receipt points, provide a detailed description of such arrangements.
- (3) Regulatory Jurisdiction. Proposer shall identify the applicable regulatory jurisdictions for the Integrated Distribution System and the pipeline lateral included in the Pipeline Project, including whether the design provides for transportation of natural gas under Section 311 of the Natural Gas Policy Act.
- (4) Construction and Commissioning Schedule. Based on the proposed Pipeline Project design, Proposer shall provide detailed schedules for design, construction, startup, commissioning, and commencement of Transportation Services. Schedules should be presented as Gantt charts or their equivalents with discussion of critical paths and variables that could affect execution.

The proposed schedules must be consistent with startup, commissioning, and operations of the IPP Renewal Project during the Firm Service Period, including the Natural Gas Availability Date, Commissioning Commencement Date and the Firm Transportation Service Date.

D. Natural Gas Transportation Rate

Based on the Pipeline Project and Transportation Services as described in the Proposal, Proposer shall include in the Proposal an “all-in” rate for the Firm Transportation Services from the trading markets included in the Proposal to the Delivery Point, based on the transportation and delivery of the thermal equivalent of 140,000 Dth/day of natural gas during the Firm Service Period (“Firm Transportation Rate”). The Firm Transportation Rate shall include, at a minimum, the construction costs of the Pipeline Project, an itemization of all firm transportation costs from the applicable trading markets included in the Proposal to the Delivery Point, and the costs of maintenance of the Pipeline Project. The Firm Transportation Rate must be broken down by components and listed by daily reservation demand rate (\$/Dth/day) and commodity usage rate (\$/Dth).

The Proposal shall include a sample itemized calculation of the monthly billable amount for the firm transportation of natural gas based on the Firm Transportation Rate. The

sample monthly billable amount is to be based on a natural gas price nomination from the Muddy Creek Compressor Station at the Opal, Wyoming trading hub and a deemed delivery of 10,000 Dth/day to the Delivery Point. Average fuel loss percentages for the Integrated Distribution System are to be based on the 2017 average for the pipeline transportation and delivery system and/or individual compressor and are to be listed as a percentage of fuel transported. The calculation of the sample monthly billable amount shall identify each cost component and average fuel loss percentages for each segment associated with the Integrated Distribution System segments and the natural gas pipeline lateral segment included in the Pipeline Project from the Muddy Creek Compressor Station to the Delivery Point. All assumptions included in the calculation must be listed for clarification.

E. Contracts

Each Proposer shall include in its Proposal forms of all contracts it proposes to be executed in respect of the Pipeline Project and the Transportation Services. The contracts shall be based on the Firm Transportation Rate and shall include a description of any variations from standard contracts for the firm transportation of natural gas as used in the gas transportation industry. IPA may take into consideration the contracts submitted by Proposer in its Proposal in determining the selected Proposer.

IPA may require Proposer, prior to undertaking any work on the Pipeline Project, to advise IPA of the actual cost, without mark-up, of securing and maintaining a performance and payment bond for the period from the Contract Execution Deadline through the Firm Transportation Service Date. Based on the information provided, IPA, in its sole discretion, may require Proposer, at its cost, to secure and maintain such payment and performance bond for such time period. Any such payment and performance bond shall be in form and substance and with sureties acceptable to IPA, and shall insure the full and proper payment and performance of the work on the Pipeline Project to the applicable standard of care. Any such payment and performance bond, at a minimum, shall be in an amount equal to the full cost of the work on the Pipeline Project. The form of any such payment and performance bond shall be provided to IPA for review and comment not less than 15 days prior to the date Proposer intends to execute it. If IPA objects to all or any portion of the form of such bond within such 15-day time period, then Proposer shall revise such payment and performance bond to address the objections raised by IPA prior to commencing work on the Pipeline Project. IPA reserves the right to terminate any contract related to the work on the Pipeline Project in the event that a payment and performance bond acceptable to IPA is not procured and maintained during the time period specified herein. IPA, in its sole discretion, shall determine whether the work on the Pipeline Project has been performed appropriately.

F. Non-Disclosure Agreement

Each Proposer must submit, along with its Proposal, an executed copy of the Non-Disclosure Agreement included in Part D of this RFP.

G. Offer Form

Each Proposer must provide a signed Offer Form, acknowledging receipt of any addenda to this RFP, and indicating its firm offer to contract with IPA on the terms set forth in this RFP, any Addenda hereto, and Proposer's Proposal.

3. PROPOSAL FORMAT AND DELIVERY

A. Format

- (1) Each Proposal should adhere to the following format:
 - (a) Proposals should be submitted via email in one .pdf file (if file size exceeds 12 MB, then the Contract Administrator will arrange for submission through alternative means).
 - (b) Each Proposal should consist primarily of 8-1/2 by 11 inch pages. Pages that are 11 by 17 inches may be used for charts, tables, and schedules. No text should be included on 11 by 17 inch size pages except for text that is required for the interpretation of the chart, table, or schedule.
 - (c) Proposals should be printed in a minimum of 12-point font.
 - (d) Each Proposal should not exceed the Page Limit set forth on the Cover Sheet, excluding attachments. Proposer shall not submit brochures or additional materials, unless specifically requested by the Contract Administrator. IPA will not consider such additional materials in the selection of the successful Proposer.
- (2) Failure to follow the format described above may result in the Proposal being deemed non-responsive.

B. Delivery

Proposals must be delivered to the Contractor Administrator no later than the Proposal Deadline. Failure to deliver the Proposal on or before the Proposal Deadline may result in the Proposal being deemed non-responsive.



REQUEST FOR PROPOSALS

Part C – Standard Terms of Solicitation

1. INSTRUCTIONS TO PROPOSERS

A. Submission of Proposals

Proposals must be received by the Contract Administrator via email, or as otherwise arranged between Proposers and the Contract Administrator. The Contract Administrator will log the date and time of each Proposal received. Any Proposal received after the Proposal Deadline will be considered non-responsive. It is the responsibility of Proposer to ensure that its Proposal is received by the Contract Administrator by the specified time.

B. Minimum Standards

This RFP sets forth the minimum requirements that all Proposals must meet. Failure to submit Proposals in accordance with this RFP may render the Proposal unacceptable or non-responsive. IPA may, in its sole discretion, waive minor irregularities in a Proposal that do not alter the quality or quantity of the information provided.

C. Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act ("GRAMA"), information related to this procurement will not be made public until after execution of the contract with the successful Proposer. Procurement information includes the Proposals submitted by Proposers in response to this RFP and any accompanying documentation, as well as records maintained by IPA during the procurement process.

IPA will maintain a process to protect the confidentiality of trade secret information for the duration of this procurement, subject to the provisions of GRAMA. If Proposer submits information in its Proposal that it believes is "trade secret," Proposer must follow the procedure set forth in Section 63G-2-309 of GRAMA.

Additionally, for ease of Proposal evaluation, IPA requests that each Proposer also follow the steps identified below:

- (1) Clearly mark all trade secret information as such in its Proposal at the time the Proposal is submitted, and state in a cover letter that the "DOCUMENT CONTAINS TRADE SECRET INFORMATION," and identify each section and page which has been so marked;
- (2) Include a statement with its Proposal justifying Proposer's determination that certain records are trade secret information for each record so defined;
- (3) Submit, in addition to the Proposal copies submitted in accordance with the Submittal Instructions on the Cover Sheet, one electronic copy of the Proposal that has all the trade secret information deleted from the Proposal and label such copy of the Proposal "Public Copy." If a Proposer submits a Proposal containing no trade secret information, no "Public Copy" need be submitted. However, any Proposer that submits a Proposal containing no trade secret information must so certify in a cover letter to its Proposal; and
- (4) Defend any action seeking release of the records it believes to be trade secret information and indemnify, defend, and hold harmless IPA and its agents and employees from any judgments awarded against IPA or its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives IPA's cancellation or termination of this procurement or award and subsequent execution of the contract. In submitting a Proposal, Proposer agrees that this indemnification survives as long as the trade secret information is in possession of IPA.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are identified as trade secret information as specified above. No liability will attach to IPA, its agents, or its or their respective directors, officers, employees or representatives, for the errant release of trade secret information by IPA or its agents, or its or their respective directors, officers, employees or representatives, under any circumstances.

D. Submitting Questions to IPA

Questions and requests for changes to the RFP must be submitted via email. All questions must be directed to the Contract Administrator. Questions must be received no later than the Questions and Requests for Changes Submittal Deadline.

IPA's answers to questions submitted on or before the Questions and Requests for Changes Submittal Deadline will be issued by the Contract Administrator no later than the RFP Addenda and Clarifications Deadline. Answers, without attribution, will be

issued to all Proposers that submitted a Notice. (Note that questions and answers are considered public information in this RFP process.)

E. Requests for Approved Equals or Changes

Whenever a brand, manufacturer, or product name is indicated in this RFP, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term “or approved equal” is considered to follow.

Requests for approved equals must be submitted to the Contract Administrator via email no later than the Questions and Requests for Changes Submittal Deadline.

Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the RFP requirement.

It should be understood that specifying a brand name, components, and/or equipment in this RFP will not relieve Proposer from its responsibility to provide the product in accordance with the applicable performance specifications, warranty, and contractual requirements. Proposer shall notify IPA of any inappropriate brand name, component, and/or equipment that may be called for in this RFP and shall propose a suitable substitute for consideration.

F. Multiple or Alternative Proposals

Submission of multiple or alternative Proposals, except as specifically called for in the RFP, may render all such Proposals non-responsive and may cause the rejection of some or all of such Proposals.

G. Withdrawal of Proposals

A Proposer may withdraw its Proposal before the Proposal Deadline without prejudice to itself by submitting a written request for its withdrawal to the Contracts Administrator. A Proposer must notify the Contract Administrator via email of its decision to withdraw its Proposal. If a Proposer withdraws its Proposal prior to the Proposal Deadline, then, upon the written request of such Proposer, IPA will return the Proposal to Proposer.

H. Cost of Proposals

IPA is not liable for any costs incurred by Proposers in the preparation of Proposals submitted in response to this RFP.

I. Examination of Request for Proposals

The submission of a Proposal constitutes an acknowledgment upon which IPA may rely that Proposer: (1) has thoroughly examined and is familiar with the RFP, including any contractual terms included in the RFP, (2) is familiar with any work site identified in the RFP, and (3) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve Proposer from any obligations with respect to Proposer's Proposal or to any contract awarded pursuant to this RFP. No reduction or modification in Proposer's obligations will be allowed based upon a lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

J. Firm Commitment

Unless otherwise stated in this RFP, submission of a Proposal constitutes a firm commitment by Proposer to provide the goods or services described in this RFP, for the amount set forth in the Proposal. Such offer must be good and firm for a period of 150 days after the Proposal Deadline.

K. No Collusion

By submitting a Proposal, Proposer represents and warrants that its Proposal is genuine and not a sham, and that Proposer has not colluded with any other parties regarding this procurement process. If IPA learns that the Proposal is not genuine, or that Proposer did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, IPA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

2. SELECTION PROCESS

A. Changes to RFP Timeline

IPA may make changes to the RFP Timeline, in its sole discretion. Deadlines shown in the RFP Timeline that apply to IPA, such as the RFP Addenda and Clarifications Deadline, are estimates only, and may be adjusted by IPA in its sole discretion.

B. Addenda and Clarifications to RFP

IPA may make changes to the RFP by issuing a written addendum to the RFP, which will be issued to all firms or individuals that submitted a Notice.

C. IPA's Procurement Options

Based on submitted information, IPA may do or take any of the following actions, without limitation:

- (1) select a Proposer based solely on the written Proposals, with or without subsequent negotiations;
- (2) ask for more information or clarifications before making a selection;
- (3) determine a Short List, conduct discussions, and/or request Best and Final Offers ("BAFOs") before making a selection;
- (4) issue an addendum to each Proposer that has submitted a Proposal, if a material error in the RFP is discovered during the evaluation process, requesting revised Proposals based upon the corrected RFP;
- (5) decline to accept any Proposal;
- (6) re-advertise;
- (7) cancel the RFP without awarding a contract;
- (8) cancel the RFP and award the contract on a sole source basis;
- (9) elect to otherwise procure the needed services in accordance with IPA policy and procedures.

IPA reserves the right to negotiate price, scope, schedule, and other contract terms with the preferred Proposer after a selection is made.

D. Responsiveness

Proposals that are conditional, that attempt to modify the RFP requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the RFP may be considered non-responsive.

E. Responsibility

IPA will not select a Proposer who is deemed by IPA, in its sole discretion, to lack the ability or responsibility to perform the Pipeline Project and the Transportation Services successfully. Such determination of responsibility may encompass management, technical, legal, operational, and financial matters.

F. Checking References

IPA reserves the right to contact any reference specifically named by Proposer in its Proposal or any other additional references as deemed appropriate by IPA, including references suggested by Proposer's named references or references known to IPA through its own knowledge of the energy industry.

G. Requests for Clarification

Proposer shall provide accurate and complete information to IPA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, IPA may either (1) declare the Proposal non-responsive, (2) evaluate the Proposal as submitted, or (3) issue a Request for Clarifications to Proposer stating the information needed and a date and time by which the information must be provided. If Proposer does not respond to the Request for Clarifications in a timely manner, or if Proposer's response is deemed to be insufficient, then IPA, in its sole discretion, may declare the Proposal non-responsive. IPA will not be liable or responsible for any errors or omissions by the Proposer in the Proposal.

H. Short Listing

IPA, in its sole and absolute discretion, may declare a Short List of Proposers by the Short List Deadline, following review of Proposals received by the Proposal Deadline. IPA will not be required to announce which Proposers, or how many Proposers, are on the Short List.

I. Discussions

IPA may, in its sole discretion, conduct written and/or verbal discussions with any of the Proposers on the Short List regarding the content of their Proposal. If discussions are held, then they will be held with each Proposer on the Short List.

J. Best and Final Offers

Although IPA reserves the right to issue a request for Proposal revisions (including BAFOs), IPA is under no obligation to do so. IPA may make its selection and award based on the initial Proposals submitted.

If IPA requests Proposal revisions and/or BAFOs, Proposers on the Short List may be informed of and requested and/or allowed to revise their Proposals, including correction of any weaknesses, minor irregularities, errors, and/or deficiencies identified to Proposers by IPA following initial evaluation of the Proposals. The request for Proposal revisions and/or BAFOs will allow adequate time for Proposers to revise their Proposals. Upon receipt of the Proposal revisions and/or BAFOs, the process of evaluation will be repeated. The process will consider the revised information and re-evaluate and revise ratings as appropriate. Although this RFP allows for Proposal

revisions and/or BAFOs, all efforts will be made to make a selection based on initial Proposals. If discussions are held, IPA will attempt to limit the selection process to a single BAFO following discussions. If a Proposal revision and/or BAFO is requested of a Proposer, and that Proposer opts to not submit a Proposal revision and/or BAFO, that Proposer's original Proposal or most recent Proposal revision, as appropriate, will be treated as its BAFO.

K. Best Value Determination

This is a Best Value procurement, in which selection of a Proposer is based on a combination of price and qualitative/technical components. Accordingly, IPA might not select the Proposal with the lowest price, or the Proposal with the highest qualitative/technical rating. IPA will select the responsible Proposer whose Proposal is deemed to be the most advantageous to IPA.

L. Negotiations

After selection but prior to award of the contract, IPA may, at its sole discretion, either conduct negotiations with the successful Proposer or IPA may choose to not conduct negotiations with the successful Proposer and award the contract to the successful Proposer based on its written Proposal and any additional information received during discussions and Proposal revisions and/or BAFOs, if conducted.

If IPA and the selected Proposer are unable to reach agreement on final terms and conditions and execute final agreements on the scope and/or contractual terms (including the Firm Transportation Rate), then IPA may, in its sole discretion, negotiate with the next most advantageous Proposer or choose to terminate the procurement in its entirety.

If IPA receives only one responsive Proposal, IPA reserves the right to negotiate all elements of the Proposal and the contracts with the sole responsive Proposer, including, but not limited to, profit.



REQUEST FOR PROPOSALS

Part D – Forms

- Form Q (to submit questions)
- Offer Form
- Non-Disclosure Agreement

FORM Q

Questions and Requests for Approved Equals and Changes

This form must be used for the submission of requests for approved equals and changes and questions pertaining to the solicitation. This form must be submitted to Contracts Administrator listed on the Cover Sheet.

Section of RFP	Comment/Question	IPA Response

OFFER FORM

1. ACKNOWLEDGEMENT OF ADDENDA

By signing below, Proposer acknowledges receipt of the following addenda to this RFP:

Addendum No. ___ Date _____

Addendum No. ___ Date _____

Addendum No. ___ Date _____

Addendum No. ___ Date _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be rejected as non-responsive.

2. FIRM OFFER

By signing below, Proposer makes a firm commitment to perform the Pipeline Project and the Transportations Services as set forth in the RFP (including any addenda), based on the Firm Transportation Rate. The firm commitment is subject to any exceptions set forth in Proposer’s Proposal. Signature must be by an officer of the proposing company authorized to bind the Proposer in contractual matters.

(Proposer’s Name)

(Signature)

(Proposer’s Address)

(Print Name)

(Proposer’s Phone Number)

(Title)

(Proposer’s Email Address)

(Date)

(Proposer’s EIN)

NON-DISCLOSURE AGREEMENT

(See Attached)

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into as of this [_____] day of [_____] 2018 ("Effective Date"), by and between Intermountain Power Agency, a political subdivision of the State of Utah ("IPA"), and [_____] a [_____] organized and existing under the laws of the State of [_____] ("Company"). This Agreement will be administered on behalf of IPA by the Los Angeles Department of Water and Power, a department of the City of Los Angeles, a municipal corporation of the State of California ("LADWP") as project manager for IPA. IPA and Company sometimes may be referred to in this Agreement individually as a "Party", and collectively as the "Parties".

RECITALS

A. The Parties desire to discuss or exchange certain Confidential Information (defined below) in order to assess the feasibility of establishing a business or contractual relationship between the Parties to (a) design, permit, construct, commission (including providing interruptible natural gas transportation services to the Intermountain Power Project ("IPP"), operate and maintain a natural gas pipeline lateral and associated interconnection facilities and metering stations necessary for the transportation of natural gas from a designated trading hub or hubs on one or more interstate or intrastate natural gas main pipelines to the Intermountain Generating Station ("IGS") located at the IPP, and (b) provide interruptible natural gas transportation services and primary firm transportation services of natural gas to the IGS ("Possible Transaction").

B. Representatives (defined below) of each Party plan to have discussions to examine the feasibility of the Possible Transaction. In connection with such discussions, IPA (acting through LADWP) or Company (as applicable, "Disclosing Party") may disclose or may have disclosed to the other Party (as applicable, "Receiving Party") and certain Affiliates and Representatives (each defined below) of Receiving Party, either orally, in writing or otherwise, certain Confidential Information that might be helpful in evaluating the Possible Transaction.

C. Disclosing Party is willing to provide to Receiving Party such Confidential Information, but only on the terms and subject to the conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, based upon the foregoing and the terms and conditions contained in this Agreement, and intending to be legally bound hereby, each of the Parties agrees as follows:

1. Definitions. In addition to the terms otherwise defined in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to (a) Company, a person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common

control with, Company, where “control” (including the terms “controlling,” “controlled by,” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract, or otherwise; and (b) IPA, the Intermountain Power Service Corporation, a Utah non-profit corporation, LADWP, and the IPP Coordinating Committee and its subcommittees its and their respective members and the IPP Renewal Contract Coordinating Committee and its subcommittees and its and their respective members, in each case in respect of the IPP.

“Confidential Information” means all non-public, confidential or proprietary information, data and knowledge, whether in the form of Documents or similar media, or received orally, visually, through observation, by inspection or any other form, and whether or not marked as “confidential,” “proprietary,” or words of similar import, including, but not limited to, the terms and conditions of this Agreement; research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data; forecasts; budgets; trade secrets; know-how; discoveries (whether or not patentable); methods; processes; ideas; designs; diagrams; specifications; schematics; blueprints; data; source code; object code; computer programs, firmware, software and systems and software techniques; and all notes, reports, analyses, interpretations, compilations, studies and evaluations thereof that are generated or prepared by or on behalf of Receiving Party using Confidential Information of Disclosing Party relating, directly or indirectly, to the Possible Transaction, provided by or on behalf of Disclosing Party to Receiving Party or its Affiliates or its or their respective Representatives; *provided* that Confidential Information of Disclosing Party shall not include information, data and knowledge, as shown by contemporaneous written records, that (a) is in the possession of Receiving Party prior to disclosure thereof by or on behalf of Disclosing Party to Receiving Party without obligation of secrecy, (b) is or becomes generally available to the public, other than as a result of a breach of this Agreement by Receiving Party, its Affiliates or its or their respective Representatives, (c) becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party that is not under a confidentiality or non-disclosure obligation with Disclosing Party, (d) lawfully enters into the public domain through no violation of this Agreement after disclosure by or on behalf of Disclosing Party to Receiving Party or its Affiliates, or its or their respective Representatives, or (e) is independently developed by or on behalf of Receiving Party or its Affiliates; *provided further* that detailed information provided to Receiving Party or its Affiliates, or its or their respective Representatives, by or on behalf of Disclosing Party shall not be encompassed as part of the foregoing exclusions merely because it relates to more general information excluded from confidentiality pursuant to such exclusions.

“Document” means, without limitation, any writing, agreement, letter, memorandum, report, study, telex, facsimile, cable, electronic mail or other form of electronic communication (including, but not limited to, .pdf files), tape, disk or other electronic, magnetic, laser or other recording, chart, graph, blueprint, picture, or financial statement, or data in whatever form or medium.

“Representative” means, with respect to a Party or its Affiliates, its and their respective directors, board members, officers, employees, members, partners, shareholders,

managers, committee members, subcommittee members, representatives, agents, attorneys, accountants, or advisors.

2. Disclosure. Disclosing Party may have disclosed certain Confidential Information of Disclosing Party to Receiving Party prior to the Effective Date (the “Previously Disclosed Confidential Information”). Subject to Section 4(d) of this Agreement, any Previously Disclosed Confidential Information shall be considered Confidential Information of Disclosing Party under this Agreement. In addition, for a period of twelve (12) months after the Effective Date (the “Disclosure Period”), Disclosing Party may disclose or otherwise make available to Receiving Party or its Affiliates, or its or their respective Representatives, certain other Confidential Information of Disclosing Party. Subject to Section 4(d) of this Agreement, any Confidential Information of Disclosing Party, whether disclosed before, on or after the Effective Date, shall be subject to the terms and conditions specified in this Agreement.

3. Ownership and Use of Confidential Information. Receiving Party shall use, and shall cause its Affiliates and its and their respective Representatives to use, the Confidential Information of Disclosing Party solely for the purpose of evaluating a Possible Transaction and for no other purpose whatsoever. Each Party agrees that Confidential Information of Disclosing Party received from Disclosing Party, its Affiliates or its or their respective Representatives, is and shall remain the sole property of Disclosing Party. Except for the express purpose of evaluating the Possible Transaction, nothing in this Agreement shall be construed to grant to Receiving Party, its Affiliates or its and their respective Representatives any ownership, license or other rights in all or any portion of the Confidential Information of Disclosing Party.

4. Nondisclosure of Confidential Information.

(a) Receiving Party shall not, and shall cause its Affiliates and its and their respective Representatives not to, disclose Confidential Information of Disclosing Party except in accordance with the provisions of this Agreement. Receiving Party shall, and shall cause its Affiliates and its and their respective Representatives to, keep the Confidential Information of Disclosing Party strictly confidential, including taking all precautions Receiving Party uses to protect its Confidential Information but in no event less than a reasonable degree of care. Confidential Information of Disclosing Party is disclosed by Disclosing Party to Receiving Party only to evaluate the Possible Transaction. Receiving Party may disclose such Confidential Information of Disclosing Party only to Receiving Party’s Affiliates and such Representatives of Receiving Party or its Affiliates who or which have a reasonable need to know such Confidential Information of Disclosing Party in order for Receiving Party to evaluate a Possible Transaction.

(b) Before disclosing any Confidential Information of Disclosing Party to any Affiliate or Representative pursuant to Section 4(a), Receiving Party shall notify such person that the disclosure and use of such Confidential Information of Disclosing Party is subject to this Agreement and that such person is subject to the confidentiality duties and obligations of Receiving Party under this Agreement. Receiving Party shall be responsible and liable for any use or disclosure of the Confidential Information of Disclosing Party by any Affiliate or Representative, or by any third party to whom or to which Receiving Party, its Affiliates, and its and their respective Representatives, provides Confidential Information of Disclosing Party in violation of this Agreement or other breach hereof.

(c) Except as contemplated by Section 4(a) of this Agreement, Receiving Party shall not, directly or indirectly, disclose to any third party any Confidential Information of Disclosing Party, and neither Party shall, directly or indirectly, disclose the terms and conditions of this Agreement or the existence of discussions between them relating to a Possible Transaction, without the other Party's prior written consent.

(d) Nothing contained herein shall be deemed to prevent disclosure, release, copying, retention, storage, archiving or management of, or providing access to, any of the Confidential Information of Disclosing Party or the terms and conditions of this Agreement if such disclosure is required to be made pursuant to applicable open records laws, or in a judicial, administrative or governmental proceeding pursuant to an order or direction of a judicial or regulatory authority having jurisdiction over the applicable Party; *provided, however*, such applicable Party shall give the other Party reasonable prior written notice before making such disclosure, which notice shall include a description in reasonable detail of the Confidential Information of Disclosing Party to be disclosed under this Section 4(d), and, in making such disclosure, such applicable Party shall disclose only that portion of the Confidential Information of Disclosing Party or the terms and conditions of this Agreement required to be disclosed and shall take all reasonable efforts to seek a protective order or otherwise preserve the confidentiality of the Confidential Information of Disclosing Party and the terms and conditions of this Agreement.

(e) Except to the extent of IPA's express contractual obligations under this Agreement, nothing in this Agreement constitutes a waiver of any of the rights or immunities of IPA under the Utah Governmental Immunity Act, including, without limitation, rights or immunities related to tort claims.

5. No Representations and Warranties. Nothing contained in this Agreement or the Confidential Information of Disclosing Party shall be deemed to constitute a representation or warranty as to the accuracy or completeness of the Confidential Information of Disclosing Party. Receiving Party agrees, on its behalf and on behalf of its Affiliates and its and their respective Representatives, that neither Disclosing Party or its Affiliates, nor its or their respective Representatives, will have any liability to Receiving Party or its Affiliates, or its or their respective Representatives, relating to or resulting from the use of the Confidential Information of Disclosing Party, including for any conclusions derived from the Confidential Information of Disclosing Party.

6. Copies of Documents. Receiving Party shall not, and shall cause its Affiliates and its and their respective Representatives not to, make or reproduce any copies of any Document (or any portion thereof) which is part of the Confidential Information of Disclosing Party, except to deliver copies of such Documents to one or more of such Affiliates or Representatives.

7. Return of Documents. Upon the earlier to occur of (a) five (5) business days after receipt of a written request from Disclosing Party and (b) the end of the Disclosure Term (defined below), Receiving Party shall return to Disclosing Party all Documents containing Confidential Information of Disclosing Party (including all copies thereof) which have been delivered or disclosed to Receiving Party or to any person to whom Confidential Information of Disclosing Party has been disclosed pursuant to Section 4(a), or which Receiving Party has

obtained, as part of the Confidential Information of Disclosing Party, and shall destroy or cause to be destroyed, and shall certify to Disclosing Party in writing that Receiving Party has destroyed or caused to be destroyed, all other Confidential Information of Disclosing Party, including, without limitation, all Documents prepared by or on behalf of Receiving Party or others utilizing or relating to any portion of the Confidential Information of Disclosing Party. Notwithstanding the foregoing, (a) Receiving Party may retain one copy of the Confidential Information of Disclosing Party for recordkeeping purposes only; and (b) Receiving Party, its Affiliates and its and their respective Representatives may retain copies of any computer records or files containing Confidential Information of Disclosing Party that have been created pursuant to automatic archiving and backup procedures, *provided* that no attempt will be undertaken to extract such Confidential Information of Disclosing Party.

8. No Obligation Regarding a Possible Transaction. Neither Party shall have any obligation or duty to pursue any further agreement or understanding relating to the Possible Transaction, unless and until one or more definitive agreements relating thereto has been duly authorized, executed, and delivered by both Parties. Either Party may, at any time, determine not to enter into a Possible Transaction with the other Party. Upon receipt by a Party of a notice from the other Party of such a determination, the Party receiving such notice promptly shall comply with the provisions of Section 7 of this Agreement. The Parties acknowledge and agree that their discussions and evaluation of the Possible Transaction are non-exclusive and that, subject to the provisions of this Agreement, the Parties may currently or in the future discuss or evaluate with third parties transactions similar to the Possible Transaction.

9. Term. The provisions of this Agreement relating to the disclosure of Confidential Information of Disclosing Party shall terminate on the earlier of (a) the end of the Disclosure Period, and (b) the date upon which a written agreement is entered into by the Parties which, by its terms, supersedes this Agreement (“Initial Disclosure Term”). The Initial Disclosure Term may be renewed for one or more successive terms of one (1) year by mutual written agreement of the Parties. The Initial Disclosure Term and any successive renewal terms is referred to in this Agreement as the “Disclosure Term.” Notwithstanding the termination of the provisions relating to disclosure of Confidential Information of Disclosing Party in this Agreement, the confidentiality obligations in respect of the Confidential Information of Disclosing Party shall survive for a period of five (5) years after such termination.

10. Privileges. Disclosing Party does not intend to waive, or to cause any of its Affiliates or its or their respective Representatives to waive, any applicable privileged of Disclosing Party or its Affiliates, including, without limitation, the attorney-client privilege, attorney work product or other applicable privilege (as applicable, a “Privilege”) by providing any Confidential Information of Disclosing Party subject to a Privilege, and any disclosure by Disclosing Party or its Affiliates, or its or their respective Representatives, of any Confidential Information of Disclosing Party subject to a Privilege shall be deemed to be inadvertent. Accordingly, Receiving Party, on its behalf and on behalf of its Affiliates and its and their respective Representatives, that a disclosure of Confidential Information protected by a Privilege will not constitute a waiver of any such Privilege by any person and that, on request by Disclosing Party, Receiving Party shall, and shall cause its Affiliates and its and their respective Representatives to, immediately return and/or destroy such inadvertently disclosed Confidential Information of Disclosing Party.

11. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, such provision shall be fully severable from this Agreement and the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed to carry out the provisions and intent hereof. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, nor shall the invalidity or unenforceability of any provision of this Agreement with respect to any person affect the validity or enforceability of such provision with respect to any other person.

12. Injunctive Relief. Receiving Party acknowledges and agrees that Disclosing Party would not have adequate remedies at law and would be irreparably harmed in the event that any provisions of this Agreement were not performed in accordance with their specific terms or otherwise were breached. Accordingly, Receiving Party agrees that Disclosing Party shall be entitled to seek injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions thereof, without the necessity of posting a bond, in addition to any other remedy to which Disclosing Party may be entitled, at law or in equity.

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Utah. The Parties agree that the Federal courts of the United States and state courts of Utah located in Salt Lake City, Utah, shall have exclusive jurisdiction over any litigation with respect to this Agreement and, by execution of this Agreement, the Parties irrevocably submit to such jurisdiction. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF THIS AGREEMENT OR THE INTERPRETATION THEREOF.

14. Assignment and Transfer. Neither Party shall assign, pledge or otherwise transfer its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other Party; *provided* that the Party assigning, pledging or otherwise transferring its rights, or delegating its duties or obligations, under this Agreement shall remain subject to the terms and conditions of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter thereof and supersedes all negotiations, prior discussions or prior agreements and understandings relating to such subject matter. No implied covenants shall apply to this Agreement other than those of good faith and fair dealing. Neither this Agreement nor the Parties' performance hereof shall be deemed to create any special relationship or obligations between the Parties other than those expressly set forth herein. All duties, obligations, rights, powers and remedies provided for herein are cumulative, and not exclusive, of any and all duties, obligations, rights, powers and remedies existing at law or in equity, including those arising under the Uniform Trade Secrets Act and similar statutes and rules of law pertaining to trade secrets and confidential and proprietary information.

16. Notices. All notices required under this Agreement shall be in writing and addressed to the Parties at the addresses or email addresses set forth below, or to such other addresses or email addresses of which a Party from time to time notifies the other Party.

If to IPA: Intermountain Power Agency
c/o Los Angeles Department of Water and Power, as Project
Manager and Operating Agent
111 North Hope Street, Room 1263
Los Angeles, California 90012
Attn: Project Manager
email: ipp-renewal-project.gas@ipautah.com

If to Company: [_____]
[_____]
[_____]
Attn: [_____]
Telephone:
email:

Such notices and communications shall be deemed given upon the earlier of (a) actual receipt, (b) five (5) business days after being mailed by registered or certified mail, return receipt requested with postage prepaid, (c) when sent by email, provided the sender does not receive a message of non-delivery, and (d) one business day after being deposited with a recognized overnight courier service with charges prepaid.

17. Miscellaneous.

(a) This Agreement may not be altered or amended, nor any rights hereunder be waived, except by an instrument in writing and executed by the Party or Parties to be charged with such amendment or waiver.

(b) No waiver of any term, provision or condition of this Agreement shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision or condition, or as a waiver of any other term, provision or condition of this Agreement.

(c) Neither Party shall be responsible to the other Party for consequential, incidental, special, indirect, compensatory, punitive or other similar damages, or loss of profits or opportunity, of any kind arising out of or relating to this Agreement or the use of Confidential Information of Disclosing Party.

(d) Words in the singular form in this Agreement shall be construed to include the plural, and words in the plural form in this Agreement shall be construed to include the singular, unless the context otherwise requires. The headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Agreement.

(e) As used in this Agreement, the term “person” will be interpreted broadly to include, without limitation, any individual, corporation, limited liability company, partnership, joint venture, unincorporated entity, group or other entity.

(f) This Agreement shall be binding upon the Parties hereto and their permitted respective successors and assigns.

(g) Except for the Parties, and their permitted successors and assigns, nothing in this Agreement, express or implied, is intended to confer upon any other person any benefits, rights or remedies.

(h) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(i) This Agreement may be delivered by email, and an email evidencing execution shall be effective as a valid and binding agreement between the Parties for all purposes.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives all as of the Effective Date.

INTERMOUNTAIN POWER AGENCY,
a political subdivision of the State of Utah

By: Los Angeles Department of Water and Power,
a department of the City of Los Angeles, a
municipal corporation of the State of California, as
Project Manager and Operating Agent

Name: _____
Title: _____

By: _____
Name: _____
Title: _____