



## REQUEST FOR PROPOSALS

### Cover Sheet

General Information	
Project Name	IPA Fuel Manager
Project Description	IPA is soliciting proposals for natural gas fuel management services which will include buying, selling, and transporting natural gas upon pipeline capacity held by IPA and assigned to the successful bidder, and related administrative services. The natural gas services will all be provided in connection with IPP, IPA's natural gas-fired power plant located near Delta Utah.
Contract(s) Type	See enclosed Fuel and Asset Management Agreement ("FAMA")
IPA Project Manager	Angela Petcharamuk
Procurement Process Information	
RFP No.	R23-011
Contract Administrator	Kyle Tran Los Angeles Department of Water and Power, as Project Manager for Intermountain Power Agency 111 N. Hope St. Rm 326 Los Angeles, CA 90012 Phone: (213) 367-7737 <a href="mailto:Kyle.Tran@ladwp.com">Kyle.Tran@ladwp.com</a>
Selection Method	This is a best value procurement. Award of contracts will be to the selected Bidder, 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 and absolute discretion, from responsive Proposals, considering price together with qualitative and quantitative factors, and other factors deemed relevant by IPA.
RFP Timeline	
IPA Issues Request for Proposals	May 15, 2023
Deadline to submit Notice of Intent to Submit a Proposal	May 22, 2023
Deadline to submit Questions and Requests for Changes	June 21, 2023 (5:00 p.m. PT)
Last Day for IPA to issue addenda and clarifications	July 12, 2023 (5:00 p.m. PT)
<b>Deadline to submit Proposals</b>	<b>August 2, 2023 (5:00 p.m. PT)</b>

Expected Contract Award Date	March 11, 2024
<b>Project Timeline</b>	
First Interruptible Gas Delivery for Commissioning	May 1, 2024
Commencement of Firm Delivery for Commercial Operations	August 1, 2024
Commercial Operation of IPP Renewed	August 1, 2024
<b>Included as Part of this RFP</b>	
Part A – Project Information & IPA Background	
Part B – Procurement Process & Proposal Contents	
Part C – Standard Terms of Solicitation	
Part D – Procore Submittal Instructions	
Part E – Fuel and Asset Management Agreement Attachments: Exhibit 1: FAMA Exhibit 2 – Price Form	
<b>Proposal Contents</b>	
Proposal Page Limit The cover letter, price form, resumes, and other required forms do not count toward the page limit.	10 pages

# IPP *Renewed*

## REQUEST FOR PROPOSALS

### Part A – Project Information & IPA Background

#### 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.

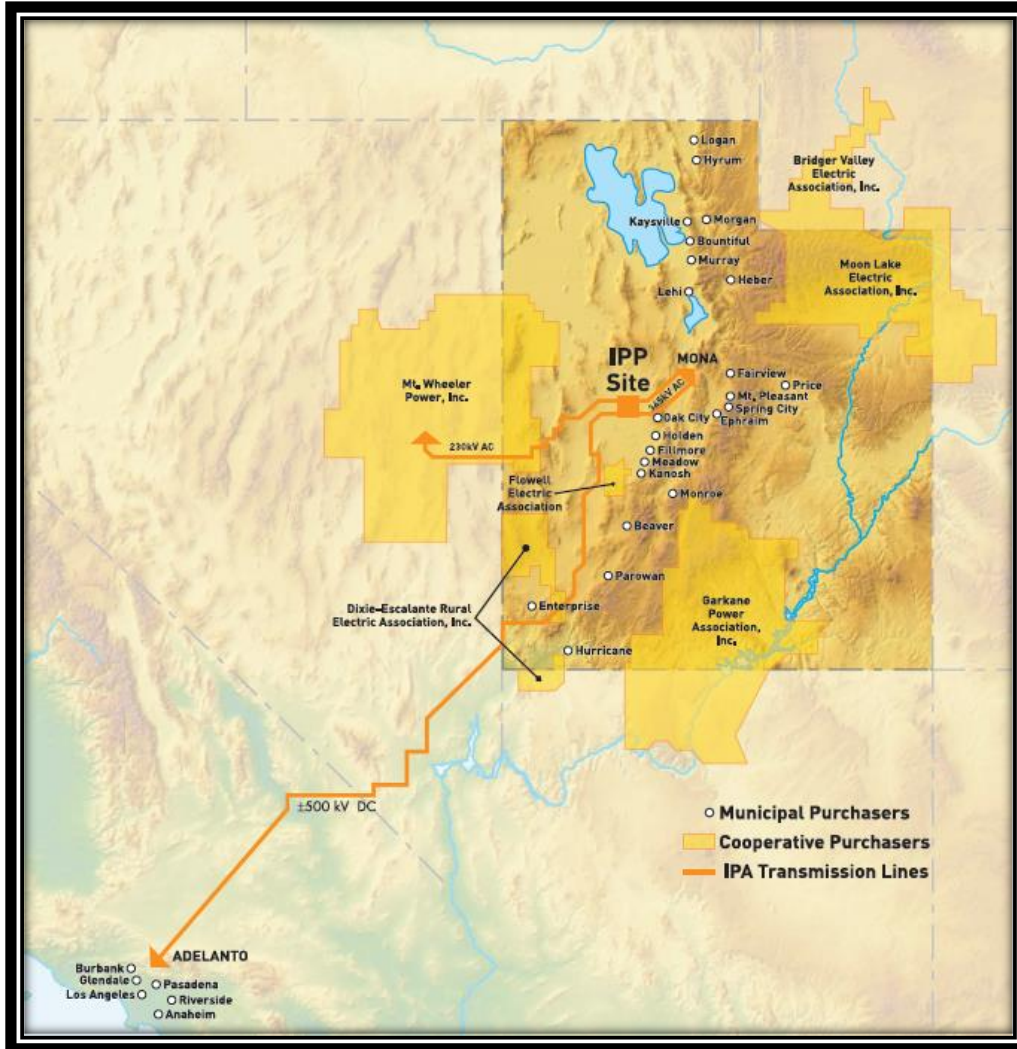
IPA owns and operates the Intermountain Power Project (“IPP”). IPA has entered into power sales contracts (the “Power Sales Contracts”) with the 23 Utah member municipalities; 6 electric cooperatives that service parts of Utah, Wyoming, Colorado, Arizona, and Nevada; and 6 municipalities in California (collectively, “Purchasers”). The Los Angeles Department of Water and Power (“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 (the “Project Manager”).

#### 2. INTERMOUNTAIN POWER PROJECT OVERVIEW

The IPP currently includes two coal-fired electric generation units (the “Coal Generation Units”), together with a 345 kV AC switchyard (the “Switchyard”) and an AC/DC converter station (the “ICS” and, together with the Coal Generation Units and the Switchyard, the “Facility”), located at an elevation of 4,670 feet above sea level. In addition, the Facility connects to: (a) the Southern Transmission System (“STS”), consisting of a 488-mile, 500 kV DC bi-polar transmission line that originates in the ICS adjacent to the Switchyard, transverses parts of Utah, Nevada, and California and terminates at the AC/DC Adelanto converter station located near Adelanto, California (“ACS”); and (b) the Northern Transmission System (“NTS”), consisting of two 50-mile, 345 kV AC transmission lines from the Switchyard to PacifiCorp’s Mona switchyard located near Mona, Utah, and a 144-mile, 230 kV AC transmission line from the Switchyard to the Gonder switchyard located near Ely, Nevada. Collectively, the Facility, the ACS, 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 electric generation using the Coal Generation Units to the generation of electricity using natural gas, including the capacity to generate electricity using a blend of natural gas and hydrogen (the “Renewal Project”). The Renewal Project includes the replacement of the current Coal Generation Units with two (2) 420 MW combined cycle combustion steam turbine generators fired by natural gas (with the capability of using a natural gas and hydrogen fuel blend), together with additional equipment and facilities.

The two new generation units, capable of electric generation from natural gas or a blend of natural gas and hydrogen (“Units 3 & 4”), will replace the Coal Generation Units. Units 3 & 4 will be designed for unlimited operation on natural gas, with up to 30 percent hydrogen by

volume, and permitted for operation on natural gas, hydrogen, or a combination of both fuels.

**4. PIPELINE & DELIVERY OF GAS**

To facilitate the Renewal Project, IPA has entered into certain agreements with Kern River Gas Transmission Company (“KRGT”) for construction of a new natural gas pipeline lateral connecting IPP to KRGT’s interstate natural gas pipeline (KRGT’s existing interstate pipeline and the new lateral will be referred to collectively as the “Pipeline”). IPA has contracted for transportation on the Pipeline capable of supplying all natural gas needed for Units 3 & 4 (“KRGT Capacity”). Natural gas supply will be delivered at the IPP Inlet (the “Designated Delivery Point”).

The KRGT Capacity is comprised of (1) firm capacity of 140,000 MMBtu/day with a primary firm receipt point of OPAL-WFS as defined by KRGT and a firm delivery point which is the Designated Delivery Point (“Firm Capacity), and (2) interruptible capacity pursuant to a contract between IPA and KGRT for interruptible transport service KRGT (“Interruptible Capacity”).

Beginning on or about May 1, 2024, IPP intends to use the Interruptible Capacity for all testing and commissioning. Beginning no later than January 1, 2025 IPP will use the Firm Capacity, and on an as needed basis, the Interruptible Capacity for up to 100 percent of IPP’s natural gas fuel requirement.

Additional information about rates regarding the Firm Capacity is as follows:

Daily Reservation Rate	Confidential. The rate is negotiated and less than maximum tariff rate for KRGT Rate Schedule KRF-1 (2003/2010 Expansion Projects). The negotiated rate is the same regardless of delivery point
Pipeline Fuel and Shrinkage	2003/2010 Expansion rate for Zone 7 (for transport from the primary receipt point to the Designated Delivery Point)
Commodity/Usage Rate	Current tariff rate for 2003/2010 Expansion
ACA Rate	Current tariff rate for 2003/2010 Expansion
Electric Compression Rate (where applicable)	Current tariff rate for 2003/2010 Expansion

**5. IPA FUEL MANAGER PROJECT**

Once the Renewal Project is complete, IPA will require a consistent, competitively priced gas supply and related services to run Unit 3 & 4. IPA desires to retain a service provider to provide services as described more particularly herein (the “Fuel Manager”). The Fuel

Manager will be responsible for: (A) Taking temporary assignment of the KRGT Capacity pursuant to asset management provisions of the FAMA, which include coordination of gas delivery whether purchased from Fuel Manager or third parties; (B) Purchasing and selling natural gas in volumes requested by IPA; (C) Scheduling and balancing all gas on a preschedule and same-day basis, (D) Coordinating and cooperating with IPA to plan and manage long- and short-term gas supply; and (E) Administrative and reporting services (collectively, the “Services”).

#### A. Asset Management of Transportation Capacity

The Fuel Manager will take temporary assignment of the KRGT Capacity and manage it for the benefit of IPA. During the term of the agreement, IPA anticipates that on most days, some of the Firm Capacity will not be needed by Units 3 & 4 (that capacity, the “Daily Excess Capacity”). The Fuel Manager will manage and use the Daily Excess Capacity for Fuel Manager’s benefit, subject only to the contractual limitations on such use.

#### B. Purchasing and Selling Natural Gas

Units 3 & 4 are forecasted to be available for testing in May 2024, and commercially operational beginning in July 2025. The IPP maximum daily gas demand will be 155,000 MMBtu (the “Requested Pipeline Project Capacity”). IPP’s estimated annual capacity factor is approximately 68 percent.

The Fuel Manager will perform all tasks necessary to ensure that 100 percent of Units 3 & 4’s daily natural gas fuel requirement is physically delivered to IPP in a manner compatible with its receipt capabilities and compliant with the KRGT tariff.

The purchasing and selling Services are more specifically described as follows:

- Sell to IPA all natural gas fuel consumed by Units 3 & 4 that is not purchased from third parties.
- Purchase from IPA all surplus natural gas not sold by IPA to third parties.

#### C. Scheduling and Balancing Services

The Fuel Manager shall act as the gas balancing agent for IPP, including selling to or purchasing from IPA all gas necessary to zero or otherwise manage IPP’s gas imbalances by performing the following:

- Support IPA in its natural gas transactions with parties other than the Fuel Manager, including delivery of such transactions.
- Minimize KRGT gas imbalance penalties chargeable to IPA as a result of IPP operations.

#### D. Planning and Managing Long- and Short-Term Gas Supply

The Fuel Manager shall provide the following services to help facilitate consistent and competitively priced gas:

- Support and coordinate with IPA's planning and management of long- and short-term gas supply; and
- Help IPA realize the full benefit of any tax-exempt financed natural gas fuel.

#### E. Administrative Services

The Fuel Manager shall provide administrative services including reporting and accounting functions, including but not limited to the following:

- Invoicing IPA for fuel management services;
- Settling with IPA for gas transactions with the Fuel Manager;
- Reporting on gas usage and pricing for tracking and planning purposes;
- Tracking, reporting, and settling gas imbalances with IPA;
- Settling with IPA for the costs, fees, and revenues relating to the Requested Pipeline Project Capacity; and
- Sharing gas trade data and reports via IPA software.



## REQUEST FOR PROPOSALS

### Part B – Procurement Process Information

This procurement process will be pursuant to a Request for Proposals (“RFP”) for the Work. Each person or entity (a “Bidder”) that provides a written proposal in response to this RFP (a “Proposal”) must include in the Proposal all required information related to the Services requested in this RFP. Award of the FAMA will be made based on a Proposal for the Services that is responsive to this RFP and that provides the best value to IPA, considering price, schedule, quantitative and qualitative factors, and other factors deemed relevant by IPA, in its sole and absolute discretion. IPA, in its sole and absolute discretion, may create a short list of Bidders from among all Bidders that submit Proposals. In addition, IPA is not required to inform any Bidder of deficiencies in a Proposal that, in the sole and absolute discretion of IPA, renders the Proposal non-responsive.

#### 1. INVITATION TO BID

Bidders interested in submitting a Proposal should contact the Contract Administrator prior to the Intent to Bid Deadline. The Contract Administrator will extend each interested Bidder an Invitation to Bid in Procore.

#### 2. INTENT TO BID

No later than the Intent to Bid Deadline, each Bidder that intends to submit a Proposal shall have confirmed its intent to submit a Proposal in Procore by clicking the ‘Yes’ button on the Invitation to Bid, under the statement, “Let Intermountain Power Agency know if you intend to bid on this project.” By clicking ‘Yes’, a Bidder ensures that they will receive addenda and other communications related to this RFP. The person who clicks ‘Yes’ must be authorized to make commitments on behalf of Bidder, and by clicking ‘Yes’, they will be deemed to have certified to IPA that they have such authority. In confirming its intent to bid, each Bidder must provide Bidder’s point of contact name, address, telephone number, and email address. An indication by Bidder of its intent to bid will not require Bidder to submit a Proposal, but IPA, in its sole and absolute discretion, reserves the right to reject Proposals from Bidders that do not submit through Procore an intent to bid.

#### 3. PROPOSAL CONTENT

##### a. Cover Letter and Executive Summary



Each Bidder shall provide a cover letter briefly describing its organization and its interest in the IPA Fuel Manger Project. The cover letter shall include a brief executive summary of the entire Proposal. The cover letter shall state whether the Proposal includes any trade secret information.

**b. Bidder Ability & Experience**

Bidder shall provide a description of its relevant experience, including projects similar to the IPA Fuel Manager Project on which Bidder has worked or currently is working. The description shall include, at a minimum, the type and location of the project, the dates of the project, and the services provided by Bidder on the project. The description may also include the size of Bidder's KRG T pool; the size of the KRG T pool that Bidder manages for others; Bidder's current ownership or management of similar pipeline rights; and information like Bidder's years of experience and number of served entities.

Bidder shall also specify if it currently manages, or anticipates that it will manage, any pipeline capacity that may pose a conflict of interest with management of the Requested Pipeline Project Capacity.

**c. Approach to the Work**

Bidder shall provide an overview of its approach to the Services, including its strategy and scope for effective scheduling and balancing and supporting IPA's management of gas supply for Units 3 & 4.

The Proposal shall include a description of how the Services will be provided within the framework of Bidder's organization, including the names and work experience of key personnel responsible for the Services.

Bidder shall include a proposal for management of the Requested Pipeline Project Capacity, which should include responses to the following IPA requests:

- IPA requests that Bidder offer to provide IPA with a monthly credit against the fixed pipeline charges billed to the Fuel Manager by KRG T.
- IPA requests that any such credit offer be calculated using the model presented in Exhibit 2. However, the model is not intended to limit the actual use that the Fuel Manager makes of the Daily Excess Capacity, and Bidder may propose a different model or framework for calculating IPA's credit for Fuel Manger's use of the Daily Excess Capacity.
- IPA requests that Bidder submit a fixed payment offer for the Fuel Manager's use of the Daily Excess Capacity for the term of the Agreement.

Bidder should also specify whether it will require use of IPA's KRG T capacity to settle gas imbalances.

**d. Exceptions**

The Agreement defines the terms and conditions upon which IPA expects to purchase the Services. Bidder should keep any exceptions to the Agreement to a minimum. The Proposal must include a section for exceptions to the Agreement, or a redlined version of the Agreement. Any exceptions to the Agreement, whether included in the Proposal or marked against the Agreement, must be clearly identified, with explanatory comments. IPA will consider any exceptions to the Agreement in its evaluation of the Proposal.

The Proposal shall include all information related to the Services. If Bidder intends not to perform all the Services, then Bidder shall clearly and accurately state what portion of the Services it does not intend to perform. Bidder understands that a decision to not perform all the Services may make its Proposal non-competitive, and IPA, in its sole and absolute discretion, may reject any Proposal that does not include performance of all of the Services.

**e. Fee**

Bidder shall fully describe the computation method of any fee(s) it may propose to charge. If Bidder proposes any fee(s), it shall also disclose what such fee(s) will be assuming IPA does not take a cut of the revenues earned by the Fuel Manager on the Daily Excess Capacity.

Bidder shall completely and accurately complete the Price Form attached to this RFP as Exhibit 2. Bidder shall clearly state in the Price Form what is included in the scope of its Services. In addition, Bidders should describe the interface (if any) that Bidder proposes to use to allow IPA to track on a daily basis the quantity of gas that IPA has acquired for delivery to IPP as well as IPA's gas imbalance status.

As noted above, the actual daily reservation rate applicable to the Requested Pipeline Project Capacity is subject to a confidentiality agreement between IPA and KRG T. IPA recommends that Bidders assume a daily reservation rate of \$0.50/Dth in any analysis they perform where a daily reservation rate assumption is required (however, the actual daily reservation rate applicable to the Requested Pipeline Project Capacity is not \$0.50/Dth).

Nothing in this RFP is intended to limit the range of possible index-based pricing solutions that a Bidder may propose.

**f. Financial Information.**

Bidder's Proposal shall describe the amount of credit it will extend to IPA under the FAMA, along with other relevant financial information.

**g. Non-Disclosure.**

Each Bidder shall submit a signed NDA to IPA via email, by clicking the 'Contact' button, in order to receive the Exhibits hereto.

**4. PROPOSAL DELIVERY**

**a. Delivery**

All Proposals must be submitted via Procore, a preconstruction and project management software. Proposals must be uploaded to Procore 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 BIDDERS

##### a. Minimum Standards

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

##### b. Confidential, Protected, and Public Information

In accordance with GRAMA or other applicable public records laws, information related to this procurement shall not be made public until after execution of the contract with the successful Bidder. Procurement information includes the Proposals submitted by Bidders 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 or other applicable public records laws. If Bidder submits information in its Proposal that it believes is “trade secret,” then Bidder must follow the procedure set forth in Section 63G-2-309 of GRAMA.

Additionally, for ease of Proposal evaluation, IPA requests that each Bidder 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 Bidder’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, 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 Bidder submits a Proposal containing no trade secret information, no "Public Copy" need be submitted.
- (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, Bidder 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 Agreement, 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.

**c. Submitting Questions to IPA**

Questions related to the RFP must be submitted through Procure. Questions must be received no later than the Questions Submittal Deadline.

IPA will provide answers to questions submitted on or before the Questions Submittal Deadline prior to the Proposal Deadline. Answers to questions, without attribution, will be made available in Procure to all Bidders that indicated their intent to bid. (**Note** that questions and answers will be considered public records following execution of the Agreement with the successful Bidder.)

No Bidder confidential information will be shared as correspondence.

**d. Multiple or Alternate Proposals**

Except as specifically provided in this RFP, submission of multiple or alternate proposals with the principal conforming Proposal may render such Proposal non-responsive and may cause the rejection of some or all of such Proposals. Bidder must notify IPA in writing prior to the Proposal Deadline, in the event that Bidder intends to submit multiple or alternate proposals for all or any portion of the Services. Any such multiple or alternate proposals must meet the requirements

for this RFP. Any notice for multiple or alternate proposals provided to IPA must provide conceptual information to IPA regarding the alternate proposal, so that IPA can determine if such alternate proposal should be considered. All alternate proposals must clearly describe all variances with the requirements specified in this RFP, including the benefits to the Services.

**e. Withdrawal of Proposals**

A Bidder may withdraw its Proposal before the Proposal Deadline without prejudice to itself by submitting a written request for its withdrawal to the Contract Administrator. A Bidder must notify the Contract Administrator via email of its decision to withdraw its Proposal.

**f. Cost of Proposals**

IPA is not liable for any costs incurred by any Bidder in the preparation and submittal of its Proposal in response to this RFP.

**g. Examination of Request for Proposals**

The submission of a Proposal constitutes an acknowledgment upon which IPA may rely that Bidder: (1) has thoroughly examined and is familiar with the RFP, including any contractual terms included in the RFP, (2) is familiar with the nature and location of the assets 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 Bidder to receive or examine such documents, assets, statutes, regulations, ordinances, or resolutions will in no way relieve Bidder from any obligations with respect to Bidder's Proposal or to any contract awarded pursuant to this RFP. No reduction or modification in Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this RFP, assets, statutes, regulations, ordinances, or resolutions.

**h. Authority to Submit Proposals**

The submission of a Proposal constitutes a representation upon which IPA may rely that Bidder: (1) has the power and authority to submit the Proposal and perform all obligations under the RFP, including in respect of documents attached to the RFP, (2) the Proposal has been submitted by a duly authorized officer or representative of Bidder with authority to bind Bidder, (3) has read and understands the obligations under the RFP and the documents attached to the RFP, (4) has the expertise and financial capacity to perform all obligations under the RFP, including in respect of documents attached to the RFP, and (5) has submitted the Proposal in accordance with the provisions of the RFP and applicable law.

**i. Firm Commitment**

Unless otherwise stated in this RFP, submission of a Proposal constitutes a firm commitment by Bidder to provide the Services for the price specified by Bidder. All amounts shall be priced in US dollars without any reference to currency conversions or price escalations. Such offer must be good and firm through the Expected Contract Award Date.

**j. Code of Conduct**

The offering or receiving of gifts, entertainment, payments, loans, or other favors for the purpose of being placed on a Bidder's list, obtaining favorable treatment in the evaluation process, obtaining an agreement, or favorable treatment under an agreement is prohibited. In the event IPA determines, in its sole and absolute discretion, that Bidder or any of its suppliers or contractors at any tier, has offered or given a gift or gratuity to obtain an agreement or favorable treatment, Bidder will be refused further considerations under this RFP, including rejection of any Proposal previously provided, and IPA may immediately terminate any resulting contract, including the Agreement, and seek any remedies available in equity or at law. Bidders must notify IPA immediately of any solicitation or approach offering to improperly influence or affect the award of any agreement within the scope of this RFP.

**k. Acquisition of Confidential Information**

IPA considers completely unacceptable the acquisition or use of sensitive or confidential information to which Bidder or its employees, agents or representatives are not entitled, such as information and data in Proposals of competing Bidders, evaluation criteria, etc. Bidders must notify IPA immediately of any solicitation or approach offering to improperly disclose confidential bid information within the scope of this RFP. Bidder must notify IPA immediately if it comes into possession of confidential information from a third party. Failure by Bidder to comply with the foregoing may result in rejection of Bidder's Proposal, in the sole and absolute discretion of IPA.

**l. No Collusion**

By submitting a Proposal, Bidder represents and warrants that its Proposal is genuine and not a sham, and that Bidder has not colluded with any other parties regarding this procurement process. If IPA learns that the Proposal is not genuine, or that Bidder 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 and absolute discretion. Deadlines shown in the RFP Timeline that apply to IPA are estimates only and may be adjusted by IPA in its sole and absolute 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 indicated their intent to bid through Procore. If such addenda or clarifications are sufficiently material to warrant a change in any dates included in the RFP Timeline, then IPA, in its sole and absolute discretion, will provide written notification of such changes to Bidders that indicated their intent to bid through Procore.

### c. IPA's Procurement Options

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

- (1) select a Bidder based solely on the written Proposals, with or without subsequent negotiations;
- (2) ask for more information or clarifications before making a selection;
- (3) create a short list of Bidders based on written Proposals received by IPA pursuant to this RFP;
- (4) conduct discussions, and/or request Best and Final Offers (“BAFOs”) from Bidders, including only in respect of Bidders included on any short list, before making a selection;
- (5) issue an addendum to each Bidder 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;
- (6) decline to accept any Proposal;
- (7) re-advertise;
- (8) cancel the RFP without awarding a contract;
- (9) cancel the RFP and award the contract on a sole source basis; or



(10) 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 Bidder 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 Bidder that is deemed by IPA, in its sole and absolute discretion, to lack the ability or responsibility to perform the Work. 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 Bidder in its Proposal or any other additional references as deemed appropriate by IPA, including references suggested by Bidder's named references or references known to IPA through its own knowledge of the energy industry.

**g. Requests for Clarification**

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

**h. Short Listing**

IPA, in its sole and absolute discretion, may create a short list of Bidders following review of Proposals received by the Proposal Deadline. IPA, in its sole and absolute discretion, may determine the number of Bidders included on any short list. IPA will notify those Bidders that are on the short list. IPA will not be required to announce which Bidders, or how many Bidders, are on the short list.

i. **Discussions**

IPA, in its sole and absolute discretion, may conduct written and/or verbal discussions with any one or more of the Bidders including only Bidders on the short list, regarding the content of their Proposal. If IPA creates a short list, then IPA will hold discussions with each Bidder included 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, Bidders 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 Bidders by IPA following initial evaluation of the Proposals. If IPA creates a short list of Bidders, then IPA will request any such Proposal revisions and/or BAFOs only from Bidders on the short list. The request for Proposal revisions and/or BAFOs will allow adequate time for Bidders 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 modify 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 Bidder, and that Bidder opts to not submit a Proposal revision and/or BAFO, that Bidder'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 Bidder is based on a combination of commercial and qualitative/technical components. Accordingly, IPA is not required to, and might not, select the Proposal with the lowest price, or the Proposal with the highest qualitative/technical rating. IPA will select the responsible Bidder 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 and absolute discretion, either conduct negotiations with the successful Bidder or IPA may choose to not conduct negotiations with the successful Bidder and award the contract to the successful Bidder 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 Bidder are unable to reach agreement on final terms and conditions and execute final agreements on the scope and/or contractual terms (including the contract price), then IPA may, in its sole and absolute discretion, negotiate with the next most advantageous Bidder or choose to terminate the procurement in its entirety. IPA, in its sole and absolute discretion, may limit negotiations only with Bidders included on any short list.

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

The Project Manager is responsible to negotiate the Agreement. Nevertheless, IPA reserves the right to review and comment on the Agreement negotiated with Bidder. Bidder understands that the Agreement as negotiated may not be final and may be modified by IPA in its sole and absolute discretion.



## REQUEST FOR PROPOSALS

### Part D – Procore Submission Procedures

To ensure the correct submission of a proposal, the following steps should be followed:

1. Select 'View Bid Package & Submit Bid in Procore' link in email to access the proposal.
2. The Invitation to Bid includes the statement "Let Intermountain Power Agency know if you intend to bid on this proposal."

Persons or entities that intend to submit a Proposal should click 'Yes' to ensure that they receive Addenda and other communications relating to the RFP.

The person who clicks 'Yes' must be authorized to make commitments on behalf of the Bidder, and by clicking 'Yes,' they will be deemed to have certified to IPA that they have such authority.

Clicking 'Yes' will not require Bidder to submit a Conceptual Proposal, but IPA, in its sole and absolute discretion, reserves the right to reject Conceptual Proposals from Bidders that do not indicate their intent to bid as described herein.

3. All correspondence (including questions and answers) will be transmitted to Bidders in a questions and answers log located in Procore under the Correspondence Tab.

Bidders may send questions either by replying to the Invitation to Bid email or clicking the 'Contact' button on the Bid page. Any question seeking clarification in the RFP language and/or requirement and responses to the question will be shared with all bidders and the information will be placed in the Correspondence Tab.

4. Proposals are to be submitted electronically via Procore. Each Proposal must be in the form of .pdf file(s) that includes all required information and completed forms. All electronically submitted documents, including drawings, shall be submitted in portable format (\*.pdf, \*.doc, \*.docx, \*.xls, \*.xlsx) to Procore, unless noted otherwise in this RFP.

**Note:** *Each Bidder agrees not to access, or to attempt to access, any Proposals, documents or data submitted to Procore by other Bidders. Failure by any Bidder to comply with this requirement will result in automatic disqualification from the procurement process.*



## **REQUEST FOR PROPOSALS**

### **Part E – Form of Fuel and Asset Management Agreement**

IPA will execute a Fuel and Asset Management Agreement with the successful Bidder(s) that is substantially similar to the Form of Fuel and Asset Management Agreement included as Exhibit 1.

Bidders should carefully examine the Form of Fuel and Asset Management Agreement and should include any exceptions to the Form of Fuel and Asset Management Agreement in the Proposal.

**EXHIBIT 1**

**Form of Fuel and Asset Management Agreement**

**EXHIBIT 2**

**Price Form**