

Bid Form for Sale of Slice Product 38

Public Utility District No. 1 of Chelan County, WA (District) is selling a slice of the Output from the Rocky Reach Hydroelectric Project (RR) and the Rock Island Hydro Electric Project (RI) starting HE 0100, PPT January 1, 2024, and ending on HE 2400 (midnight) PPT, December 31, 2028, as specified in the CONTRACT FOR SALE OF OUTPUT FROM THE ROCKY REACH PROJECT AND ROCK ISLAND PROJECT (referred to as “Contract” herein).

Bidder, whose true and correct legal name is _____, acknowledges that it has carefully and fully reviewed the Contract and all other necessary legal documents and hereby submits the following bid price:

The District will evaluate the bids based upon the amount of the bids, variation in Contract provisions, operational issues, counterparty concentration risk and other factors as deemed appropriate in the discretion of the District.

Table 1. (Slice Product 38)

Delivery Period	Slice Product 38 Output Percentage
1. January 1– December 31, 2024	5.0%
2. January 1– December 31, 2025	5.0%
3. January 1– December 31, 2026	5.0%
4. January 1– December 31, 2027	5.0%
5. January 1– December 31, 2028	5.0%

Bidder hereby offers to purchase the Output with the percentage shares of the Rocky Reach and Rock Island Projects in the Delivery Periods shown in Table 1 in accordance with the terms and conditions contained in the Contract.

BIDDER HEREBY SUBMITS BID FOR THE PURCHASE OF OUTPUT (US DOLLARS) IN TABLE 2.

Table 2.

Delivery Period	Percent of Total Purchase Price to Be Paid Each Delivery Period (“Annual Percentage”)
1. January 1– December 31, 2024	<i>20%</i>
2. January 1– December 31, 2025	<i>20%</i>
3. January 1– December 31, 2026	<i>20%</i>
4. January 1– December 31, 2027	<i>20%</i>
5. January 1– December 31, 2028	<i>20%</i>
	Purchase Price (\$US) for Slice Product 38
Total Purchase Price for Rocky Reach Project and Rock Island Project Output	<i>enter total bid here</i>

This bid shall constitute an offer to the District and shall be irrevocable from 10:30 AM PPT (bid submission deadline) until 12:00 PM PPT on March 29, 2023. In the event the District accepts the bid, the District will notify the Bidder of such acceptance. Applicant shall within two (2) business days of such notice post the Independent Amount as required under the Cover Sheet Elections and properly execute and return to the District a signed copy of the Contract, Collateral Annex and Cover Sheet Elections, the Master Confirmation to the WSPP Agreement and other necessary documents.

If Bidder fails to provide the executed documents as provided above, Bidder shall pay liquidated damages to the District of five percent (5%) of the amount of its bid.

Bidder's submittal of a bid and its execution, delivery and performance of the Contract and other necessary documents are and will be within its powers, and Bidder has been duly authorized by all necessary action to enter into such Contract and other necessary documents, and by doing so does and will not violate any of the terms and conditions of its governing documents, any contracts to which it is a party or any law, rule, regulation, or order applicable to it. Bidder shall provide a true and correct copy of a duly adopted corporate resolution or other satisfactory evidence of corporate and signature authority at the time a bid is submitted.

The Bidder fully understands that the District's request for bid is not an offer to sell Output to any bidder, and in no event will the District be obligated to enter into a contract or sell Output to anyone responding to this application. Any sale of Output will be subject to the District's determination, made in its sole discretion, that the transaction will be in the best interests of the District's customers.

The Bidder understands and agrees that the District shall have the right, but not the obligation, to waive any errors or irregularities in any bid. **The bid amounts are entirely the responsibility of the Bidder. The District does not review nor make any determination as to the appropriateness of any bid.**

The person signing this document has the authority to sign this bid and bind the named entity to the bid and terms of the Contract.

BIDDER: _____ ADDRESS: _____

BY: _____
(Type or Print Name)

TITLE: _____

SIGNED: _____ Phone (_____) _____

DATE: _____

BIDDER PRIMARY CONTACT NAME: _____

BIDDER CONTACT PHONE NUMBER: _____

Bid Instructions for Sale of Output for Slice Products 38

Only prequalified Bidders who have successfully completed the Prequalification Application are eligible to submit bids.

Bids shall be submitted on the Bid Form (above) and in compliance with these instructions. Bids must be properly executed. Bids that do not comply with these instructions or which contain or are conditioned upon terms different than those contained in the Contract may be rejected. The District reserves the right to reject any and all bids or to accept the bid which in its sole and absolute judgment will under all circumstances serve the best interests of the District.

Properly completed Bid Forms must be submitted by e-mail in accordance with the following procedure. Any submission submitted by e-mail must be received in total by 10:30 AM PPT on March 29, 2023. E-mail submissions, including partial submissions, received after 10:30 AM PPT on March 29, 2023, may be rejected by the District. The District shall not be responsible for failure of the electronic communication system. The District will acknowledge receipt by return email. If you do not receive an acknowledgement, you may call (509) 661-4888.

District e-mail address for Bid submittal (address is not case sensitive):

SliceSale@chelanpud.org