



REQUEST FOR PROPOSAL

PGE01-GID05-SH-005

Transmission Line Owner's Engineer Services for the Warm Springs Power Pathway Project

RFP Issue Date:	June 13, 2025
Pre-bid Virtual/In-Person Meeting	June 30, 2025 See page 2 of this RFP for details
Due Date for Offeror Questions & Requests for Clarification:	August 8, 2025
PGE's Response to Questions & Requests for Clarification to be sent on or before:	August 11, 2025
Proposals in response to RFP due by:	August 15, 2025 at 5:00 P.M. PDT Late proposals will not be accepted or considered
Finalists Presentation/Interviews:	September 11, 2025
Submit Questions to the Single Point Of Contact (SPOC) Only	Offeror shall not contact PGE Personnel except as allowed in RFP
Submit Proposals to:	Pgesolicitations@pgn.com

IMPORTANT NOTICE TO OFFERORS

Offerors are welcome to submit a proposal for the

1. Environmental Permits and Land Use Authorizations Request for Proposal ("RFP") #PGE01-GID05-SH-004 in support of the Warm Springs Power Pathway Project; and
2. Transmission Line Owner's Engineer Services RFP # #PGE01-GID05-SH-005 in support of the Warm Springs Power Pathway Project.

However, PGE reserves the right to award these RFPs to two different vendors.

Voluntary Pre-proposal Conference:

A voluntary pre-proposal conference will be held on June 30, 2025. Vendors who complete the below criterion and submit it to the SPOC by June 24, 2025, at 5:00 P.M. PDT will be invited to the conference.

The purpose of the conference is to allow potential Offerors the opportunity to become familiar with the Warm Springs Power Pathway project ("Project") and ask questions about the Transmission Line Owner's Engineer Services RFP. Statements made by PGE, at the conference are not binding. Any modifications to the RFP documents will be included in an RFP addendum. PGE will publish on its website all questions asked and answers provided during the conference.

A	B	C
NO.	MANDATORY CRITERIA	PROPOSAL PREPARATION INSTRUCTIONS
M3	The Offeror must have been in the overhead transmission line engineering and design services for the entire ten (10) consecutive years prior to the solicitation closing date.	<p>The Offeror must provide a copy of the company's profile, which includes:</p> <ul style="list-style-type: none">• Company name, address, URL for their website;• Primary contact person's name, phone number, and email address;• Types of services available with specializations listed;• Locations of offices – identify which office will be the primary one for the Project; and• Project dates and brief project summaries to substantiate ten (10) consecutive years of overhead transmission line design and engineering services.



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SECTION 1: GENERAL INFORMATION

1. RFP Outline

This document states the terms and conditions that apply to this Request for Proposal ("RFP"). It is divided into four sections plus annexes as follows:

- Section 1 **General Information:** provides a general description of the RFP requirements;
- Section 2 **Offeror Instructions:** provides the instructions, clauses and conditions applicable to the RFP and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of this RFP;
- Section 3 **Proposal Preparation Instructions:** provides the Offeror with instructions on how to prepare their proposal; and
- Section 4 **Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the proposal, if applicable, and the basis of selection.

2. List of Annexes

The following annexes are hereby incorporated into this RFP:

1. Annex A - Statement of Work
2. Annex B - Basis of Payment
3. Annex C - Mandatory Evaluation Criteria
4. Annex D - Point-Rated Evaluation Criteria
5. Annex E - Contractor Representation & Certification Form
6. Annex F - Non-Collusion Certification
7. Annex G - Byrd Anti-lobbying Amendment Certification
8. Annex H - Master Purchase Agreement Template

3. Other Attachments

1. A .kmz file titled, "*Existing Bethel-Round Butte 230kV*" which shows the current structure locations.

4. Company Background Information

Portland General Electric ("PGE") is a vertically integrated electric utility company engaged in the generation, purchase, transmission, distribution, and retail sale of electricity in the State of Oregon. The Company's corporate headquarters is in Portland, Oregon, and the company's State-approved service area is approximately 4,000 square miles, encompassing 51 incorporated cities.

Offeror is encouraged to visit the company web site at www.portlandgeneral.com for more detailed information.

5. General Description of RFP

PGE is requesting proposals from engineering design firms who specialize in high-voltage transmission line projects. These services are needed to re-build 88 miles of an existing single circuit 230-kV PGE transmission line to either a single 500-kV transmission circuit or two single 500-kV transmission circuits and to re-build 11 miles of an existing single circuit 230-kV PGE transmission line to a double circuit 230-kV transmission line.

On October 18, 2023, to strengthen electric grid resilience and reliability, the Confederated Tribes of Warm Springs ("Tribes") was selected to receive a \$250 million grant from the United States Department of Energy ("DOE") under the Grid Resilience and Innovation Partnerships Program ("GRIP") that was memorialized in an Assistance Agreement, Award No. DE-GD000934, between Warm Springs Power and Water Enterprises and the DOE dated August

13, 2024. PGE is designated as a subrecipient in the Grant, and the Parties entered into a Subrecipient Agreement dated December 1, 2024.

6. Contract Duration

The period of the Contract is from date of contract award to twelve months later. PGE may elect to renew the Contract by up to six additional twelve-month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Master Purchase Agreement. In the event PGE elects to renew the Master Purchase Agreement, PGE shall provide the Contractor thirty calendar days prior written notice of such election. The parties will memorialize the annual renewals through a written amendment, which will include any requisite amendments to the Statement of Work.

7. Estimated Number of Contracts to be Awarded

Through this RFP process, PGE will select up to one Contractor whose proposal is most advantageous to PGE based on the evaluation process and factors described in this RFP.

8. RFP Availability

This RFP is available electronically at: portlandgeneral.com/pgebuys.

Future notices regarding this solicitation, including solicitation amendments, will be posted on the PGE website.

9. RFP Definitions

Throughout this RFP, the following definitions will be used:

- a. **"Offeror"** shall mean an individual, joint venture, or a company that submits, or intends to submit, a proposal in response to this RFP.
- b. **"CTWS" and "the Tribes"** refers to the Confederated Tribes of the Warm Springs.
- c. **"Intent to Award"** is a written notice, advertising to whom the contract award will be awarded to. This notice will be published on the PGE website for a minimum of seven (7) calendar days prior to awarding the contract to the highest-scored Offeror.
- d. **"Proposal Submission"** is a competitive offer, which is binding on the Offeror, in which price, delivery, and conformance to specifications and the requirements of the RFP will be the predominant award criteria.
- e. **"Statement of Work"** refers to the portion of the contract documents consisting of the written requirements for the Work, tasks & milestones, deliverables, acceptance criteria, and performance of services.
- f. **"SPOC"** refers to the single point of contact listed on the cover sheet of this RFP. The SPOC will be managing the RFP process on behalf of PGE.

10. SPOC

The SPOC for all correspondence related to this RFP is as follows:

Email: pgesolicitations@pgn.com

The Offeror shall send its proposal and all correspondence regarding the RFP to the SPOC indicated above. To ensure timely and adequate consideration of the Offeror's proposal, the Offeror must limit all contact, whether verbal or email, pertaining to this RFP, to the SPOC above for the duration of the RFP process. Any communication to other PGE individuals about this RFP, without the approval of the SPOC, may disqualify the Offeror from further consideration.

SECTION 2: OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

Offeror who submits a proposal agrees to be bound by the instructions, clauses and conditions of the RFP and accepts the clauses and conditions of the resulting contract.

2. Questions during the Solicitation Period

All inquiries about this solicitation must be submitted in writing to the SPOC no later than seven (7) calendar days before the solicitation closing date. Inquiries received after that time might not be answered.

Offeror should reference as accurately as possible the section title and page number of the RFP to which the inquiry relates. Care should be taken by the offeror to explain each question in sufficient detail to enable PGE to provide an accurate answer. Technical inquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where PGE determines that the inquiry is not of a proprietary nature. PGE may edit the questions or may request that the Offeror do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered to all potential Offerors. Inquiries not submitted in a form that can be distributed to each Offeror might not be answered by PGE.

3. Improvement of Requirement During the Solicitation Period

Should Offeror consider that the Statement of Work ("SOW") contained in the solicitation could be improved technically or technologically, Offeror is invited to make suggestions, in writing, to the SPOC named in the RFP. Offeror must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular Offeror will be given consideration provided they are submitted to the SPOC in accordance with the above paragraph titled, "Questions during the Solicitation Period". PGE will have the right to accept or reject any or all suggestions.

4. Existing NDAs

For purposes of this RFP, Offeror shall not be deemed in violation of any confidentiality provision in an existing nondisclosure agreement with PGE if Offeror reports fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

5. Validity of Proposals

Proposals are required to be valid for a minimum of one-hundred eighty (180) calendar days following the due date for submission of the proposal. A proposal may not be modified after it is submitted.

6. Reservation of Rights

PGE may reject any proposal as unsatisfactory or non-responsive, award a contract to other than the lowest priced proposal, award multiple contracts, or not award any contract, as a result of this RFP. Furthermore, PGE reserves the right to waive formalities and to add, modify, or delete items, requirements, schedule, or terms or conditions of this RFP prior to the solicitation closing date.

7. Return of Materials

At any time, PGE may, in its absolute discretion, require that any of its documentation and materials related to this RFP be returned or destroyed by Offeror.

8. Errors and Omissions

In the event Offeror discovers a material ambiguity, conflict, discrepancy, omission, or other error in this RFP, Offeror should notify the SPOC in writing of such discovery with a request for modification or clarification of this RFP. PGE reserves the right to determine the materiality of such discovery or question. PGE may issue an addendum to amend this RFP, extend the solicitation closing date if necessary, or provide answers to the questions received, in response to such discovery or question. Otherwise, PGE reserves the right to negotiate minor exceptions, irregularities, or errors in this RFP or proposals submitted in response to this RFP.

9. Confidentiality of Response

Notwithstanding any labeling as confidential, all information submitted in Offeror's response shall not be considered confidential or proprietary and may be disclosed or used by PGE or its affiliates for any purpose and in any manner without compensation, liability or other obligation to Offeror, unless a nondisclosure agreement has been executed between PGE and Offeror with respect to such information. Offeror should only submit information that is necessary to understand and evaluate its proposal. If Offeror submits confidential information covered by an executed nondisclosure agreement, the nondisclosure agreement shall govern the confidentiality requirements for the confidential information, provided that any information submitted by Offeror pursuant to this RFP is subject to inspection by the funder(s). Offeror agrees that PGE will not be in violation of any confidentiality provision in any agreement between Offeror and PGE if information submitted by Offeror is disclosed to the funder(s).

10. Offeror Financial Capability

The SPOC shall obtain the type and depth of financial and other information that is required to establish a vendor's financial capability or disclose a vendor's financial condition. While the SPOC should not request information that is not necessary for protection of PGE's interests, the SPOC must insist upon obtaining the information that is necessary. The unwillingness or inability of a vendor to present reasonably requested information that is necessary in a timely manner, especially information that a prudent business person would be expected to have and to use in the professional management of a business, may be a material fact in the determination of the vendor's responsibility and prospects for contract completion.

11. No Commitment

At no time shall PGE be under any obligation or commitment to purchase any services from any Offeror to this RFP until after a contract has been signed by both PGE and the Offeror. This RFP shall not be construed in any manner to create an obligation on the part of PGE to enter into any contract or serve as a basis for any claim whatsoever for reimbursement of costs for efforts expended by the Offeror.

12. Code of Ethics

Upon receipt of this RFP through the final selection by PGE, Offeror shall not engage in any conduct that could be seen as improperly influencing PGE's decision. The exchange or offering of any money, gift item, personal service or unusual hospitality by Offeror and PGE is expressly prohibited. Failure to comply with this requirement will disqualify Offeror from participation in this solicitation.

13. Non-Discrimination

Neither PGE nor Offeror shall discriminate in the provision of the proposed services in connection with this RFP on the basis of age, race, color, national origin, religion, sex, disability, qualified disabled veteran status, qualified veteran, or any other category protected by law.

14. Proposal Preparation Costs

Offeror shall be solely responsible for all costs and expenses incurred in the preparation and presentation of its response to this RFP, including without limitation market research and attendance at interviews or presentations.

15. Qualification of Offeror's Resources

Subject to and in accordance with applicable laws, Offeror shall have, prior to assigning an individual as Offeror's resource, and at Offeror's sole expense, appropriately verified, represent and warrant to PGE, that the resource proposed in response to this RFP, performing the services, have the requisite qualifications, education, technical certifications and education degrees to perform the services in a competent, workmanlike manner in accordance with the applicable standards relevant to the SOW described herein.

PGE reserves the right to accept or reject any resources that the Offeror identifies in its proposal. Offeror and all Offeror's resources must be clearly identified, at the task level, in the proposal. PGE reserves the right to request alternate resources.

16. Publicity

Offeror may not make any announcement, disclosure, or use PGE's name or logo regarding this RFP without the prior written consent of PGE, which PGE may withhold in its absolute discretion.

17. Compliance with Applicable Laws

All proposals submitted in response to this RFP shall comply with all applicable laws, including judgments, orders, decrees or consent agreements with any governmental agency or court, relating to the design, manufacture, promotion, advertising, marketing, sale or pricing of any services identified in such proposal.

18. Contract Negotiation

PGE will initiate contract negotiations with the Offeror who submitted a proposal that was responsive and highest scored. PGE may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as PGE determines are in PGE's best interest. If negotiations fail to result in a contract, PGE reserve the right to terminate the negotiations and initiate contract negotiations with the next highest scoring Offeror. This process may continue until a contract agreement is reached.

19. Disputes

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of PGE shall be final and binding upon all parties.

20. Proposal Withdrawal

An Offeror may withdraw its proposal any time prior to the time and date shown on the cover page of this RFP. Proposals may be withdrawn in writing on a company letterhead signed by an authorized representative if received by the SPOC before the solicitation closing date. This letter must be sent electronically to the SPOC listed on the cover page.

21. Authority

Proposals must conform to the requirements of this solicitation and be signed by a person who is authorized to make such a commitment on behalf of the Offeror. The Offeror's signature on any of the submission forms or any of the attestation forms constitutes a certification that the Offeror has read and fully understands all terms. No consideration will be given to any claim resulting from the offer without comprehending all requirements of the RFP.

22. Responsiveness

Proposals lacking required signatures will be deemed non-responsive. Proposals not meeting all the mandatory evaluation criteria will be deemed non-responsive. PGE may disqualify the non-responsive Offeror from further evaluation.

23. RFP Amendments

PGE reserves the right to make changes to this RFP. Changes will be made only by written addendum. Statements made by the SPOC are not binding unless issued by written addendum. PGE will issue any RFP addendums within a reasonable time frame to allow the prospective Offeror to consider the addendums to prepare for their proposals. PGE may extend the solicitation closing date if it determines that the prospective Offeror needs additional time to review and respond to the RFP addendums. It is the sole responsibility of the Offeror to regularly visit the PGE website to incorporate the potential addendum posted to the site into their proposals.

24. Protest of Intent to Award

PGE shall notify all Offerors when a selection is made in relation to this RFP. The following procedure applies when an Offeror wishes to protest a disqualification of a proposal or award of a contract.

Offerors may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. Disagreement with the judgement of evaluators may not be protested.

All protests must be in writing and must include the following:

1. Offeror is adversely affected because Offeror would be eligible to be awarded the contract if the protest were successful; and
2. The reason for the protest is that:
 - a) All lower or higher scored proposals are non-responsive; or
 - b) PGE has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials; or
 - c) PGE has abused its discretion in declaring the protestor's proposal non-responsive.

All protests must be sent to the SPOC listed on the coverage page of this solicitation.

All protests must be electronically received no later than 4:00 P.M. PDT on the seventh calendar day after the notice of intent to award or disqualification has been posted on the PGE website.

Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that could have been raised through questions during the solicitation period is not grounds for protest.

PGE shall resolve all timely submitted protests within a reasonable time following the SPOC's receipt of the protest and once resolved shall issue a written decision on the protest to the Offeror who submitted the protest.

SECTION 3: PROPOSAL PREPARATION INSTRUCTIONS

1. Proposal Preparation Instructions

This section prescribes the mandatory format for a proposal in response to this RFP. The purpose of this format is to ensure uniformity of the information from each Offeror and to aid in clear understanding and evaluation. Failure to submit proposals in accordance with the provisions of this section may be grounds to declare the proposal non-responsive.

PGE requests that the Offeror follow the format instructions described below in the preparation of their proposal:

- i. use a numbering system that corresponds to the RFP;
- ii. include a title page at the front of each separate PDF document that includes the title, date, RFP number, Offeror's name and address and contact information of its representative; and
- iii. include a table of contents.

2. Submission of Proposals

Proposals must be submitted only to the designated SPOC by the date, time and place indicated on page 1 of the RFP. Offeror must email the required submittal documents and any relevant supplementary materials, to the SPOC with the following subject: **"RFP # PGE01-GID05-SH-005 - Transmission Line Owner's Engineer Services for the Warm Springs Power Pathway Project.** Proposals are due no later than 5:00 P.M., PDT on **August 15, 2025**. Please limit the size of the email message(s) to 10MB. Multiple emails may be used for submission, if necessary. PGE will provide confirmation of receipt of such submission via email.

Any proposal received after 5:00 P.M. PDT on the proposal due date or in a manner not specified in this RFP shall be considered non-responsive and will be excluded from award consideration. It is the Offeror's sole responsibility to ensure that delivery of the proposal is made before the specified due date and time and in the manner specified in this RFP.

IF AN OFFEROR DOES NOT RECEIVE CONFIRMATION FROM THE SPOC THAT THE PROPOSAL HAS BEEN RECEIVED, THE OFFEROR SHOULD ASSUME THAT THE PROPOSAL HAS NOT BEEN RECEIVED AND SHOULD CONFIRM RECEIPT OF THE PROPOSAL WITH THE SPOC PRIOR TO THE PROPOSAL DUE DATE AND TIME.

Proposals transmitted by facsimile or mail to PGE will not be accepted.

Offeror must provide the following information in separate PDF documents. Upon award, such information might be incorporated into the final contract documents.

1. Annex B - Basis of Payment
 - Prices must appear in only the financial portion of the proposal.
2. Annex C - Mandatory Technical Criteria;
3. Annex D - Point Rated Technical Criteria;
4. Annex E - Contractor Representation & Certification Form;
5. Annex F - Non-Collusion Certification; and
6. Annex G - Byrd Anti-lobbying Amendment Certification.

3. Technical Proposal

The technical portion of this RFP consists of the following:

- a) Mandatory Evaluation Criteria. Refer to Annex C of this RFP; and
- b) Point Rated Evaluation Criteria. Refer to Annex D of this RFP.

Substantiation of Technical Compliance: The Offeror must substantiate technical compliance by following the proposal preparation instructions indicated in Annexes C and D of this RFP. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Offeror will meet the requirements and carry out the required work. Simply stating that the Offeror or its proposed solution or product complies is not sufficient. Where PGE determines that the substantiation is not complete, the Offeror will be considered non-responsive and will be disqualified. The substantiation may refer to additional documentation submitted with the proposal. The Offeror is requested to indicate where in the proposal the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not precise, the SPOC may request that the Offeror direct the SPOC to the appropriate location in the proposal.

Joint Venture: Except where expressly provided otherwise, at least one member of a joint venture Offeror must meet any given mandatory requirement of this RFP. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this RFP. Wherever substantiation of a mandatory requirement is required, the Offeror is requested to indicate which joint venture member satisfies the requirement. Any Offeror with questions regarding the way in which a joint venture proposal will be evaluated should raise such questions through the inquiries process as early as possible during the solicitation period. For example, an Offeror is a joint venture consisting of members X, Y, and Z. If the RFP requires: (a) that the Offeror have 3 years of experience providing maintenance services, and (b) that the Offeror have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the Offeror cannot indicate that each of members X, Y, and Z has one year of experience, totaling 3 years. Such a response will be declared non-responsive.

4. Financial Proposal

Pricing: Offeror must submit their financial proposal in accordance with the table provided in Annex B of this RFP. The total amount of taxes must be shown separately, if applicable. Offeror must include a single firm rate in USD in each cell requiring an entry in the table.

All Costs to be Included: The financial proposal must include all costs for the requirement described in the RFP for the entire duration of the Project. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the RFP and the associated costs of these items is the sole responsibility of the Offeror.

Blank Prices: Offeror is requested to insert \$0.00 for any item for which it does not intend to charge or for items that are already included in other prices set out in the table. If the Offeror leaves any price blank, PGE will treat the price as \$0.00 for evaluation purposes and may request that the Offeror confirm that the price is in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

5. RFP and Contract Award Timeline

PGE's estimated schedule for this RFP is included in the table below. This timeline is subject to change and will be adjusted as required.

Date	Activity
June 13, 2025	RFP published on the PGE public facing website
June 30, 2025	Pre-bid Virtual/In-Person Meeting
August 8, 2025	Due Date for Offeror Questions & Requests for Clarification

August 11, 2025	PGE response to Offeror's Questions & Requests for Clarification Due
August 15, 2025	Proposals in response to RFP due by 5:00 P.M. , PDT
August 28, 2025	Proposals are evaluated and highest-ranked Offeror(s) are selected for interviews
September 11, 2025	Presentations, demonstrations, or interviews are completed, and a winning Offeror is selected in accordance with the evaluation selection methodology specified in the RFP
September 25, 2025	Contract negotiations are complete
September 25, 2025	Notice of Intent to Award published on PGE website
November 3, 2025	Contract approval process completed
November 10, 2025	Finalize Contract and Award

There may be other time frames that could impact the above-mentioned timeline, such as:

- (i) **Requests for clarifications:** If PGE seeks clarification or verification from the Offeror about its proposal, the Offeror will have two business days (or longer period if specified in writing by the SPOC) to provide the necessary information to PGE. Failure to meet this deadline will result in the proposal being declared non-responsive.
- (ii) **Extension of Time:** If additional time is required by the Offeror, the SPOC may grant an extension.
- (iii) **Contract approval:** The funder may have additional approval requirements.

SECTION 4: EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Proposals will be evaluated in accordance with the entire requirements of the RFP. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that PGE has proceeded to a later step does not mean that PGE has conclusively determined that the Offeror has successfully passed all the previous steps. PGE may conduct steps of the evaluation in parallel.

An evaluation team composed of representatives of PGE and the Tribes will evaluate the proposals. PGE may hire any independent consultant, or use any PGE resources, to evaluate any proposal. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

2. Technical Evaluation

Mandatory Technical Criteria: Each proposal will be reviewed to determine whether it meets the mandatory requirements of the RFP. All elements of the RFP that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Proposals that do not comply with each mandatory requirement will be considered non-responsive and will be disqualified. The mandatory evaluation criteria are described in Annex C of this RFP.

Point-Rated Criteria: Each proposal will be scored in accordance with the criteria described in Annex D of this RFP.

3. Financial Evaluation

The financial evaluation will be conducted in accordance with Annex B – Basis of Payment.

4. Method of Award - Highest Combined Rating of Technical Score (50%) and Price (50%)

1. To be declared responsive, a proposal must:
 - i. comply with all the requirements of the solicitation; and
 - ii. meet all mandatory criteria.
2. Proposals not meeting (i) and (ii) above will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical score and price. The ratio will be 50 % for the point-rated criteria and 50 % for price. To establish the technical score, the overall technical score for each responsive proposal will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by 50 %.
4. To establish the pricing score, each responsive proposal will be prorated against the lowest evaluated price and multiplied by 50 %.
5. For each responsive proposal, the technical score and the pricing score will be added to determine its combined rating.
6. Neither the responsive proposal obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive proposal with the highest combined rating of technical score and price will be recommended for award of a contract.

The table below illustrates an example where all three proposals are responsive and the selection of the Offeror is determined by a 50/50 ratio of technical score and price, respectively. The total available points equal 100 and the lowest evaluated price is \$45,000.

Method of Award - Highest Combined Rating Technical Score (50%) and Price (50%)			
	Bidder A	Bidder B	Bidder C
Offeror's Technical Score	90/ 100	70/100	75/100
Offeror's Technical Score x 50% Weight	$(90/100) \times 50 = 45$	$(70/100) \times 50 = 35$	$(75/100) \times 50 = 37.50$
Offeror's Total Price	\$55,000	\$50,000	\$45,000
(Lowest Compliant Price / Offeror Price) x 50% Weight	$\$45,000/\$55,000 \times 50 = 40.91$	$\$45,000/\$50,000 \times 50 = 45$	$\$45,000/\$45,000 \times 50 = 50$
Combined Rating of Technical Score & Price	$45 + 40.91 = 85.91$	$35 + 45 = 80$	$37.5 + 50 = 87.50$
Overall Rating	2nd place	3rd place	1st place

5. Next Step Determination

PGE may conduct additional rounds of competition if in the best interest of PGE. If PGE elects to conduct additional rounds of competition, PGE shall provide written notice to all Offerors describing the next step.

At any time, PGE may dispense with the selected additional round and

1. award the Contract to the highest-scoring responsible Offeror;
2. elect to conduct an alternative round of competition, which may consist of, but will not be limited to; or

a) Interviews and Presentations

Offerors should be prepared to provide a brief presentation of their proposal, lasting no more than 10-15 minutes. Offerors should also be prepared to respond to questions related specifically to their proposals and other pertinent matters regarding the RFP. Questions may be directed to the Offeror's key project staff regarding qualifications, experience and the firm's overall approach. At a minimum, the project manager and the key individuals responsible for delivering the services should be in attendance. Interviews will be conducted via MS Teams. PGE will provide information to the highest scored Offerors regarding time and format for the interview at least seven calendar days prior to the interview. The total interview points to be awarded, should interviews be arranged, will be determined prior to the interviews being scheduled and will be communicated to the highest scored Offerors accordingly.

3. cancel the solicitation.

ANNEX A - STATEMENT OF WORK

[THE HIGHLIGHTED TEXT WILL BE UPDATED AT CONTRACT AWARD]

This Statement of Work ("SOW") dated as of **MONTH DD, YYYY** (the "Effective Date"), is entered into between Portland General Electric Company ("PGE") and **[Company]** ("Contractor") pursuant to the terms and conditions of the Master Purchase Agreement (the "Agreement") between PGE and the Contractor dated **Month, DD, 20XX**. Capitalized terms used but not otherwise defined in this SOW will have the meanings given to them in the Agreement. All paragraph or section references made in this SOW are references to paragraphs in this SOW itself, unless otherwise specified. Each of PGE and the Contractor may be referred to herein as a "Party" or, if collectively, as the "Parties".

PROJECT TITLE: Transmission Line Owner's Engineer ("OE") Services for the Warm Springs Power Pathway ("Project").

PROJECT LOCATION: Contractor's work for the most part will be remote. However, the project location is in the Warm Springs Reservation, Jefferson, Wasco, and Marion counties, Oregon

1. PURPOSE, BACKGROUND AND OBJECTIVES

1.1. Purpose

PGE requires a Contractor to provide an OE Consultant team who shall represent PGE in all matters related to engineering, design, preconstruction, and construction services for upgrading 88 miles of an existing 230 kilovolt (kV) Alternating Current (AC) transmission line to a single-circuit 500 kV AC transmission line and re-building the remaining 11 miles of the existing 230 kV transmission line as a 230 kV double-circuit AC transmission line with fiber. The OE shall perform various engineering activities involving preliminary studies, design, and quality assurance by:

- a) Working closely with PGE and the Confederated Tribes of the Warm Springs ("CTWS") to perform engineering studies, support permitting activities, design a 90% construction package, and develop procurement packages for long-lead time materials for structural steel, conductor wire, and hardware;
- b) Developing the RFP package for an Engineer-Procure-Construct (EPC) Contractor whose responsibilities will be to complete the design from 90% to Issue For Construction (IFC), purchase all the remaining supplies and equipment, and perform all the construction work for this Project;
- c) Supporting CTWS and PGE in the evaluation of the EPC bid proposals;
- d) Reviewing and providing comments for the IFC package prepared by the selected EPC contractor;
- e) Providing construction support for the remaining project duration; and
- f) Maintaining project schedules and budgets, identifying potential cost savings, and mitigating budget overruns.

1.2. Background

On October 18, 2023, to strengthen electric grid resilience and reliability, Warm Springs Power and Water Enterprises ("**WSPWE**"), a wholly owned enterprise of CTWS, was selected to receive a \$250 million grant from the United States Department of Energy ("DOE") under the Grid Resilience and Innovation Partnerships ("GRIP") Program that was memorialized in an Assistance Agreement, Award No. DE-GD000934, between WSPWE and DOE dated August 13, 2024. PGE is designated as a subrecipient in the Grant and entered into a Subrecipient Agreement with WSPWE on December 1, 2024. PGE plans to upgrade the existing Bethel-Round Butte 230 kV transmission line to a 500 kV transmission line. The upgrade was originally

proposed as the *CTWS/PGE Regional 500 kV Transmission Innovative Partnership Project* and is now officially named the Warm Springs Power Pathway. The existing Bethel-Round Butte 230 kV transmission line is approximately 99 miles long. It traverses Marion, Wasco, and Jefferson counties from the Bethel Substation in eastern Salem to the Round Butte Substation southwest of Madras. This upgrade will create additional transmission capacity for large amounts of renewable energy from Central Oregon and other regions, including tribal lands, into PGE's load center in the Willamette Valley.

The line(s) is/are targeted to be in service in 2032 and will go over/through property owned by Tribes, federal agencies, private landowners, PGE and the State of Oregon.

1.2.1.Existing 230 kV Corridor

The existing 99-mile Bethel-Round Butte 230 kV transmission line was built in the 1960s in service to the CTWS/PGE partnership, delivering output from the Pelton-Round Butte hydropower facility to PGE's service area. To simplify the complexities within the line's corridor, the alignment may be split into three (3) distinct segments:

- a. Segment 1, Bethel Substation to Mile 39, the Willamette Valley:
 - Terrain is relatively smooth and has gradual elevation changes.
 - Existing structures consist of 230-kV wood pole, lattice steel H-Frames, and lattice steel towers.
 - Existing Right-of-Way ("ROW") width is 125 feet.
 - This area is primarily farmland owned by private property owners.
- b. Segment 2, Mile 39 to Mile 66, the Cascade Mountain Range:
 - Terrain is rugged, constrained, and has extreme elevation changes.
 - Existing structures consist of 230-kV single circuit lattice steel towers.
 - Existing ROW width is 125 feet.
 - This area is mostly public land administered by state and federal agencies: the United States Forest Service ("USFS"), the State of Oregon, and the Bureau of Land Management ("BLM").
- c. Segment 3, Mile 67 to Round Butte Substation, crossing the Warm Springs Reservation:
 - Terrain is relatively smooth and has large sweeping elevation changes.
 - Existing structures consist of 230-kV wood pole and lattice steel H-Frames.
 - Existing ROW width is 200 feet.
 - This area is primarily owned and controlled by CTWS.
 - The last half mile on the east side of the Deschutes River includes USFS administered land within the Ochoco National Forest/Crooked River National Grassland, and a parcel joint-owned by PGE and CTWS within the Federal Energy Regulatory Commission ("FERC") boundary of the Pelton Round Butte Hydroelectric project project.

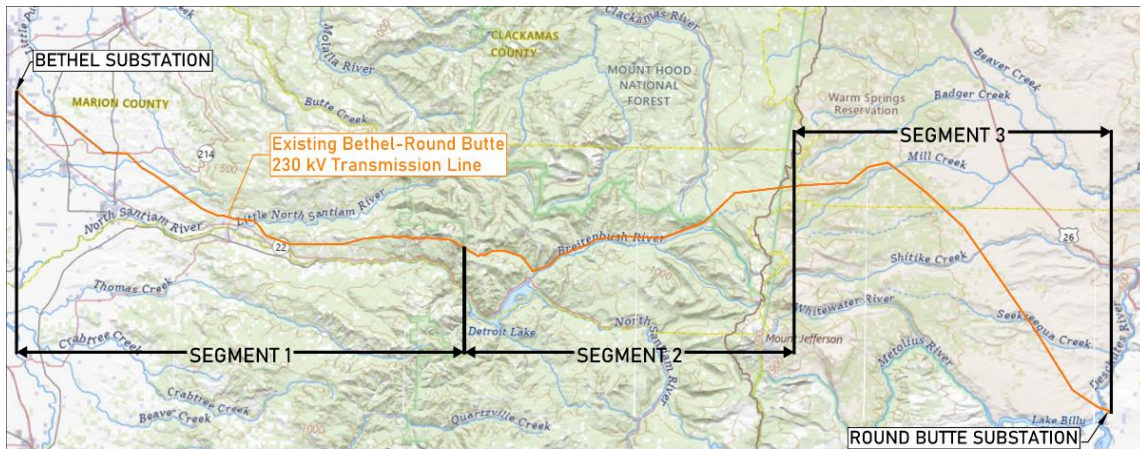


Figure 1: Existing Corridor Bethel-Round Butte 230 kV transmission circuit

1.3. Objectives of Future 230 kV and 500 kV Corridors

1.3.1. The Contractor shall:

- a. Design approximately 88-miles of PGE's existing Bethel-Round Butte 230 kV transmission line as a single circuit 500 kV transmission line, with an option to design another single circuit 500 kV transmission line adjacent and parallel to the first; and
- b. Design the remaining 11 miles of the existing single circuit 230 kV transmission line to be re-built as a double circuit 230 kV transmission line.
- c. Provide the tasks, activities, and deliverables as set forth in this SOW.

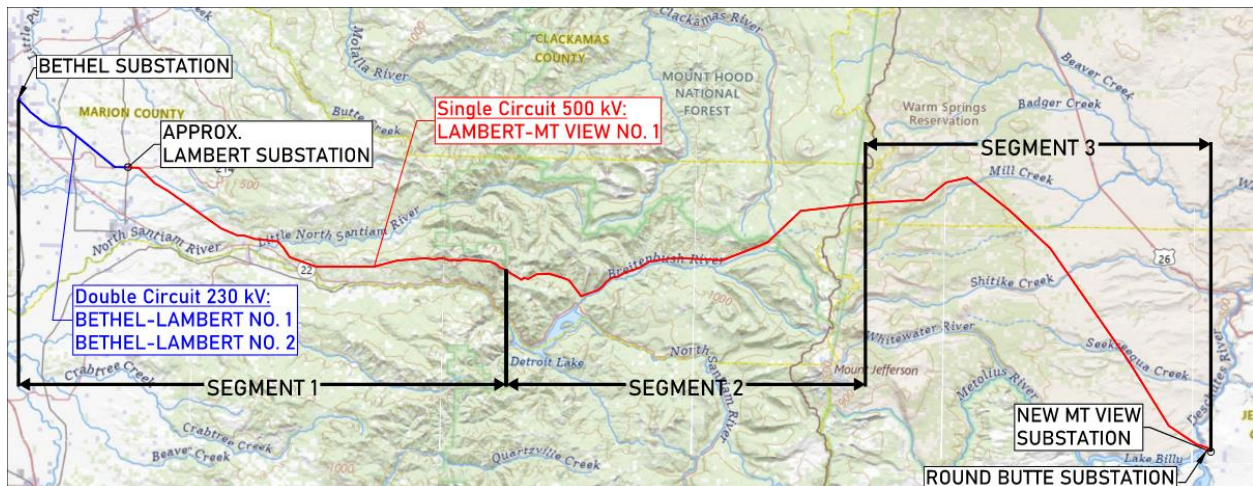


Figure 2: Future Corridors Lambert-Mt View #1 500 kV transmission circuit and Bethel-Lambert #1 & #2 230 kV transmission circuit

To support the 500 kV corridor, there will be two (2) new 500 kV substations on either end. Per Section 5, substation engineering and design is excluded from this SOW.

- The Bethel side of the 500 kV line will connect to the new 500 kV Lambert Substation.
- The Round Butte side of the 500 kV line will connect to the new 500 kV Mt View Switchyard.

This SOW includes the Scope as defined in Section 3 based on the supporting tasks detailed in Section 4.

Part of the work will be fixed price and part of the work will be performed on a Time and Materials ("T&M") basis.

2. DURATION OF THE SOW

2.1. Initial Term Start and End Dates: MONTH DD, 2025 to MONTH DD, 2026

This SOW becomes effective as of the Effective Date and will terminate twelve months after the Effective Date ("Initial Term"), unless terminated early in accordance with the Agreement. PGE may elect to renew the Initial Term by up to six additional twelve months periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in this SOW. In the event PGE elects to renew the Initial Term, PGE shall provide the Contractor thirty days prior written notice of such election. The parties will memorialize the annual renewals through an amendment to the agreement, which will include any requisite amendments to the SOW.

3. SCOPE OF THE SERVICES

3.1. The Contractor will be representing PGE during all the stages of this project by providing investigation and design services during the preconstruction phases of the Project and engineering support during the construction of the Project. The scope of services is described below:

3.1.1. Base Scope

- a. Lambert-Mt View No. 1 500 kV
 - i. Re-build and upgrade approximately 88 miles of the existing Bethel-Round Butte 230 kV transmission line to a single circuit 500 kV transmission line.
 - ii. The overhead static cables, including fiber counts, are to be determined after a fiber selection study is performed.
- b. *Bethel-Lambert No. 1 and Bethel-Lambert No. 2* 230 kV
 - i. Re-build and upgrade approximately 11 miles of the existing single circuit Bethel-Round Butte 230 kV transmission line to a double circuit 230 kV transmission line.
 - ii. Add All-Dielectric Self-Supporting ("ADSS") fiber cable(s) to the alignment, number of cables to be determined after a fiber selection study is performed.

3.1.2. Optional Adder Scope:

- a. Optional adder scope is defined as additional tasks or services not included in the base scope that PGE and CTWS may decide to incorporate into the Project at the time of Contract Award.
- b. *Lambert-Mt View No. 2* 500 kV
 - i. New single circuit 500 kV transmission line adjacent and parallel to the *Lambert-Mt View No. 1* 500 kV transmission line for approximately 88 miles.
 - ii. If PGE and CTWS decide to include this optional adder scope, both 500 kV transmission lines shall be designed as separate single circuit transmission lines within the same corridor unless a re-route is deemed necessary.

4. TASKS

During the contract period, the Contractor must perform all of the below services for the Project, unless indicated otherwise by the PGE Contract Administrator. Some of the tasks will be requested "on an as and when requested basis," which will be further detailed in *Attachment I - Task Order Assignment*.

- 4.1. Provide management, planning, engineering, survey and site investigation, and other services required to plan, design, and construct the Project.
 - 4.1.1. Other services may include permitting and regulatory and Tribal compliance support, geotechnical investigations, construction planning and sequencing, etc.
 - 4.1.2. Within 60 days after contract award, provide a comprehensive P6 engineering services schedule detailing all major milestones, activities, and dependencies. Include a cashflow projection aligned with the schedule.
 - 4.1.3. Regularly update and maintain the engineering services schedule and cash flow projections throughout the project duration.
- 4.2. Represent PGE as the Owner's Engineer.

4.3. Fiber Selection Study

For the fiber selection study, during the contract period, the Contractor must perform the following tasks, which will be further detailed in *Attachment I - Task Order Assignment*.

Contractor to perform a fiber selection study and recommend fiber cable designs for the 230 kV and 500 kV corridors. The objective of this study is to provide a comparison of the available fiber count options for CTWS to consider. To generate estimates for this SOW, preliminary engineering has estimated a total fiber count of 192 as the likely target. Details about the cost of installing, operating, and maintaining different fiber cable options of the selection study are as follows:

- 4.3.1. Potential design options may include:
 - a. For the 500 kV corridor:
 - One (1) or two (2) overhead static wires designed as Optical Ground Wire ("OPGW"); or
 - b. the 230 kV corridor:
 - One (1) or two (2) cables of 144-count ADSS.
- 4.3.2. Considerations of the following:
 - a. Cost of material, installation, maintenance, emergency repairs, etc.
 - b. Lightning and fault rating requirements for OPGW
- 4.3.3. When possible, the Contractor shall provide input on the design options and considerations based on industry best practices and the Contractor's expertise and background.

4.4. Design Criteria Memorandums

Create three (3) Design Criteria Memorandums ("DCM") for the project that outline the design constraints and parameters for the Project. One (1) for the 500 kV corridor, one (1) for the 230 kV corridor, and one (1) for the access road design of both corridors.

- 4.4.1. In general, the DCM will contain line design requirements, easements/ROW guidelines, access road design requirements, references to multiple codes and standards, loading

requirements, electrical requirements, clearance requirements, avian requirements, foundation requirements, grounding specifications, lightning protection criteria, electromagnetic field (EMF) requirements, and noise mitigation requirements, etc.

4.4.2. For the 500 kV transmission corridor, create the DCM and follow the National Electric Safety Code ("NESC"), Institute of Electrical and Electronics Engineers ("IEEE"), American National Standards Institute ("ANSI"), Occupational Safety and Health Administration ("OSHA"), and industry best practices for 500 kV transmission lines.

4.4.3. For the 230 kV transmission corridor, create the DCM and follow PGE's 230 kV standards as well as the NESC, IEEE, ANSI, OSHA, and industry best practices for 230 kV transmission lines.

4.5. Insulator Assembly Design

4.5.1. Study, select, and configure 230 kV and 500 kV insulator assemblies that provide reliable performance and minimize maintenance for both the conductor and the shield wire/OPGW.

4.5.2. Reference existing 230 kV and 500 kV assemblies in operation by PGE and Bonneville Power Administration ("BPA").

4.6. Structure Geometry Design

4.6.1. Study, define, and select typical structure attachment dimensions and distances between phases for the 230 kV and 500 kV transmission lines.

4.6.2. For the 230 kV geometry, develop double circuit tubular steel monopole geometries.
a. The Contractor shall be provided references to recent PGE 230 kV monopole structures.

4.6.3. For the 500 kV geometry, the objective is to align with BPA's 248 series lattice tower configuration. Matching the frame of BPA's tower family will enable an efficient response during emergency structure repairs and replacements.
a. The Contractor shall be provided a reference to BPA's 248 series lattice tower family.

4.6.4. The geometries shall include enough structure type varieties to perform a structure spotting study.

4.7. 230 kV Conductor

4.7.1. The conductor for the double circuit 230 kV transmission lines shall be a single wire per phase of 2156 kcmil ACSS "Bluebird" with E3X® coating.
a. The double circuit lines are to be designed for 250°C continuous operation, utilizing high-temperature rated hardware.

4.7.2. A different conductor type, that can achieve 4000A continuous operation for the 230 kV double circuit lines, may be utilized if proposed by the Contractor and approved by the PGE Contract Administrator.

4.8. 500 kV Conductor Selection Study

4.8.1. Perform a conductor selection study and recommend the optimal conductor type and bundle configuration for the 500 kV corridor. For reference, preliminary studies have been performed that suggest that either triple-bundle (3B) 1780 kcmil ACSR "Chukar" or

triple-bundle (3B) 1590 kcmil ACSR "Lapwing" are the most viable options for the conductor type. The Contractor shall be provided this reference at Contract Award.

4.8.2. The study shall analyze a minimum of the four (4) conductor types specified below. The analysis may include additional conductor types if approved by the PGE Contract Administrator.

- a. 3B-1590 kcmil ACSR "Lapwing"
- b. 3B-1590 kcmil ACSR "Falcon"
- c. 3B-1780 kcmil ACSR "Chukar"
- d. 3B-1519 kcmil ACSR/TW "Deschutes" (BPA)

4.8.3. Consider sag, swing, estimated span lengths, mechanical loads, estimated structure counts, economic analysis with material estimates, electrical performance, and line losses.

4.8.4. 500 kV Transposition Review

- a. Study the 500 kV corridor to determine if a transposition structure would be necessary and economically beneficial. Provide PGE and CTWS with the analysis and summary at the 10% milestone.
- b. Preliminary analysis suggests that a transposition structure is unnecessary. After the Contractor performs a transposition review, if a transposition structure is deemed necessary and optimal for the Project, a change order will be issued.

4.9. Structure Spotting and ROW Analysis

4.9.1. For the 11-mile upgrade from 230 kV single circuit to 230 kV double circuit:

- a. Perform a structure spotting analysis that minimizes impacts by considering the technical, environmental, and economic factors of the existing 230 kV H-frame structure locations, buildings, farmland, vegetation, and various other features in the ROW.
 - i. Review the potential to spot structures closer to either side of the 125 ft. existing ROW to allow for potential adjacent transmission lines in the future.
- b. Verify that the existing 125 feet width ROW does not need to be increased, moved, or altered.

4.9.2. For the 88-mile upgrade from 230 kV corridor to 500 kV corridor:

- a. Perform a structure spotting analysis that minimizes impacts by considering the technical, environmental, and economic factors of the existing 230 kV H-frame structure locations, existing infrastructure, buildings, farmland, vegetation, and various other features in the ROW.
- b. Perform and provide a ROW analysis that recommends a ROW width per segment of 500 kV corridor. The Contractor shall provide details or diagrams supporting the recommendations and depicting the increase from the existing ROW widths. It is expected that this data will be shared with environmental and permitting teams.
 - i. Segments 1-3 are defined in Section 1.2 of this SOW.
 - ii. Note that Segments 1 and 2 have an existing ROW width of 125 ft. while Segment 3 has an existing ROW width of 200 ft.
- c. Support, receive feedback, and communicate with the permitting, environmental, and property teams by providing structure location data and ROW details.

4.10. **Transmission Line Design**

4.10.1. Modeling the 230 kV and 500 kV transmission lines:

- a. The Contractor shall utilize PLS-CADD, PLS-TOWER, and PLS-POLE to model the 230 kV and 500 kV corridors.
 - i. For the 230 kV corridor:
 1. Structures are to be designed as double circuit 230 kV tubular steel monopoles.
 2. Review if there is potential to spot structures closer to either side of the 125 ft. ROW to allow for potential adjacent transmission lines in the future.
 - ii. For the 500 kV corridor:
 1. See Section 4.6, Structures are to be designed as lattice steel towers, utilizing BPA's 248 series tower family.
 2. Review if there is potential to reduce existing structure counts by optimizing span lengths and structure locations.
 3. Review if there is potential to optimize route access designs by spotting structures in the vicinity of specific existing structure locations.
- b. PLS-CADD version 20.01 will be used unless the PGE Contract Administrator approves a newer version.
- c. The Contractor shall not submit BPA's ATADS tower analysis software as PGE will not utilize this software. Method 4 PLS-TOWER models are required.
- d. LiDAR in PLS-CADD:
 - i. Upon contract award, PGE shall provide existing LiDAR survey points from 2019 of the Bethel - Round Butte 230 kV transmission line for the Contractor's reference.
 - ii. For the 5%, 10%, and 30% milestones, if there are any route adjustments or new structure locations outside of the 2019 LiDAR area, the Contractor shall utilize publicly available LiDAR survey data as necessary to approximate these features.
 - iii. After the 30% milestone, the Contractor shall acquire new LiDAR survey points for both the 230 kV and 500 kV corridors.
 1. All LiDAR acquisition work to be performed under the Agreement will be on an "as and when requested basis" using *Attachment I - Task Order Assignment*.
 - iv. For the 60% and 90% milestones, the Contractor shall incorporate the newly acquired LiDAR survey points into the PLS-CADD models.
- e. Use PLS-CADD Method 1 (M1) structures for preliminary studies and crossings. The Contractor shall provide at least M1 PLS-CADD models for the 5% and 10% milestones.
- f. Use PLS-CADD Method 4 (M4) structures for 30%, 60%, and 90% milestones.

4.10.2. 500 kV Lattice Towers

- a. At the 5% and 10% milestones:
 - i. Model the lattice towers as Method 1 (M1) PLS structures matching the BPA 248 series lattice tower family.
- b. At the 30%, 60%, and 90% milestones:
 - i. Model the lattice towers as Method 4 (M4) PLS-TOWER structures matching the BPA 248 series lattice tower family.

- ii. Optimize and/or modify the BPA 248 series lattice tower family as necessary to ensure the towers are structurally appropriate, economically beneficial, and constructable for the Project.
 - 1. Provide reports at each milestone detailing strength usages, deflections, electrical clearances, constructability, etc.
 - 2. The objective of this optimization is to ensure that the structures for the Project are neither over-engineered nor under-engineered but designed and selected in a balanced and cost-effective manner.
 - 3. Note that this may require collaboration with a lattice steel tower vendor.
- 4.10.3. Perform an aeolian vibration analysis for the 230 kV and 500 kV transmission lines. Design for vibration dampers as necessary.
- 4.10.4. Galloping:
- a. For the 230 kV corridor: Perform a galloping analysis for all span lengths >600 ft. at the 60% milestone.
 - b. For the 500 kV corridor: Since the structure geometry aligns with BPA's 248 series lattice tower family, it is assumed that a galloping analysis across the 500 kV corridor is unnecessary.
 - c. That said, the Contractor shall provide insight regarding this assumption based on experience and industry best practices.
- 4.10.5. Fiber Line Design
- a. The fiber shall be designed for both the 230 kV and 500 kV corridors according to the decision made by CTWS and PGE using the data provided by the fiber selection study above in Section 4.3.
 - b. The fiber design shall follow specifications provided by the DCM and include:
 - i. Splice and slack loop locations
 - ii. Vault locations
 - iii. Pull sites and work areas
 - iv. Grounding specifications
 - c. Design to include one (1) fiber vault near Detroit Lake:
 - i. The Contractor will support PGE and CTWS during discussions with the local municipality in Detroit Lake to locate the fiber vault in a preferred location in preparation for a future fiber regeneration hut.

4.11. **Access Roads and Site Civil Engineering**

- 4.11.1. For both the 230 kV and 500 kV corridors, the Contractor shall produce a comprehensive access road design. The design shall include:
- a. Civil design elements such as culverts, drainage ditches, bridges, low-water crossings, etc.
 - b. Drawings detailing the access road and civil design features.
 - c. Maps showing where the access roads and civil design features are located.
 - d. Documents depicting work areas, pull sites, and potential laydown yards.
- 4.11.2. For the 500 kV corridor: support easement acquisition and access road easement acquisition by creating exhibits, sketches, and diagrams showing the required ROW compared to the existing ROW.
- 4.11.3. For the 230 kV corridor: it is assumed that easement acquisition and access road easement acquisition is unnecessary because preliminary engineering has found that the existing 125 ft. ROW is sufficient for a double circuit 230 kV transmission line.
- 4.11.4. Support and collaborate with environmental and realty teams to ensure civil designs meet permit and code requirements.

4.11.5. Perform field reviews of access roads and civil design features.

4.11.6. Support meetings with local stakeholders, such as USFS, to ensure access and civil designs are clearly communicated, meet expectations, and fulfill stakeholder requirements.

4.12. **Permit Support**

All permit support work to be performed under the Agreement will be on an "as and when requested basis" using *Attachment I – Task Order Assignment*. The tasks expected to be performed to support the Project may include but are not limited to:

4.12.1. Multiple iterations on structure locations and access roads by collaborating with the Project's environmental and realty teams within PGE and CTWS.

4.12.2. Studying electrical effects to provide environmental and realty teams with audible noise and EMF calculations within the ROW.

4.12.3. Collaborating and supporting discussions regarding constructability concerns such as concrete batch plants, laydown areas, staging areas, landing zones, etc.

4.13. **Geotechnical Studies and Investigation**

For the geotechnical studies and investigation, during the contract period, the Contractor shall perform the following tasks, which will be further detailed in *Attachment I – Task Order Assignment*.

4.13.1. Select and recommend boring locations for both 230 kV and 500 kV corridors.

- a. Borings should be spaced a maximum of one mile apart with additional borings at deadend locations and areas with soil variation.
- b. Engineering judgement should be used to determine other appropriate boring locations.

4.13.2. At the 30% design milestone, gather and provide geotechnical studies of soil conditions along the 230 kV and 500 kV transmission line routes. The expectation is that this will be used for foundation, access road, and civil design.

- a. Note that permits may require attaching geotechnical reports to permit applications.

4.14. **Foundation Design**

4.14.1. 230 kV Steel Monopole Foundations:

- a. Design steel pole foundations to meet the design requirements for all 230 kV structure foundations. It is assumed the double circuit steel pole foundations will be designed as drilled piers.
- b. For the 60% milestone, it is expected that the foundation design will be preliminary pending accurate steel pole designs from a manufacturer.
- c. For the 90% milestone, it is expected that the foundation design will utilize steel pole manufacturer designs and the geotechnical studies to accurately design foundations as much as possible.

4.14.2. 500 kV Lattice Tower Foundations:

- a. Confirm that the soil conditions meet the lattice tower design requirements for all 500 kV lattice steel structure foundations.

- i. For reference, the BPA 248 series towers are designed for these footings: pressed plate, rock, grillage, and concrete.
 - b. Design custom foundations where necessary to account for unusually poor soil conditions and extra heavy loading configurations.
- 4.14.3. Utilize the geotechnical report gathered in Section 4.13 above to design and verify all foundations.
- 4.14.4. Follow the DCM closely to ensure all requirements for foundation designs are being met.

4.15. **Construction Packages**

The Contractor shall provide two (2) separate construction packages, one for the 230 kV corridor and one for the 500 kV corridor. The Contractor must include the below contents in the construction packages, as follows:

- 1. Cover Sheet
- 2. Staking Table
- 3. Structure Data Sheets
- 4. Plan and Profile
- 5. Phasing Diagram
- 6. Stringing Charts
- 7. Framing Drawings
- 8. Hardware Assembly Drawings
- 9. Spacer/Damper Drawings
- 10. Tower/Steel Pole Drawings
- 11. Grounding Drawings
- 12. Foundation Drawings
- 13. Access Road Drawings
- 14. Bill of Material
- 15. Geotech Reports
- 16. Project Contact List
- 17. Construction Specifications
- 18. Standards
- 19. References
- 20. Permitting
- 21. Construction Sequencing
- 22. FAA Determinations

4.16. **Order Long Lead Time Material**

- 4.16.1. Create the Bill of Material for long lead time material, including spares. Spare quantities to be negotiated after contract award.
 - a. Begin ordering long lead time material at the 60% design milestone.
- 4.16.2. Long lead time material is estimated to include structural steel, conductor wire, and shield wire/OPGW. This list may be adjusted after contract award.
- 4.16.3. Support PGE and CTWS in selecting manufacturers for the long lead time material by qualifying and collaborating with vendors.

4.17. **Transmission Line Design Milestones**

4.17.1. The Contractor shall perform transmission line design engineering tasks aligning with the following milestones: 5%, 10%, 30%, 60%, 90%, and Post-90%.

- a. 5% Milestone (~2025/2026)
 - 1. Field Review of Existing ROW
 - 2. Fiber Selection Study
 - 3. Design Criteria Memorandums
 - 4. Insulator Assembly Design
 - 5. Structure Geometry Design
 - 6. 500 kV Conductor Selection Study
 - 7. Structure Spotting and ROW Analysis
 - 8. PLS-CADD M1 Modeling
- b. 10% Milestone (~ 2026/2027)
 - 1. Access Routes and Work Areas
 - 2. Stake Structures and Field Review
 - 3. PLS-CADD M1 Modeling
- c. 30% Milestone (~ 2027)
 - 1. Update Access Routes and Work Areas
 - 2. Update Structure Spotting and ROW
 - 3. Stake Revised Structures and Field Review
 - 4. PLS-CADD M4 Modeling
 - 5. Lattice Tower Performance Report #1 (see Section 0)
 - 6. Begin Geotechnical Investigation
 - 7. Begin Collecting LiDAR Survey Points
 - 8. Drawing Examples/Templates for Construction Package
- d. 60% Milestone (~ 2027/2028)
 - 1. Access Road and Civil Design
 - 2. PLS-CADD M4 Modeling
 - 3. Lattice Tower Performance Report #2 (see Section 0)
 - 4. Vibration Damper Analysis
 - 5. Foundation Design
 - 6. Construction Packages
 - 7. Field Review
 - 8. Begin Ordering Long Lead Material
- e. 90% Milestone (~ 2028/2029)
 - 1. PLS-CADD M4 Modeling
 - 2. Construction Packages
 - 3. Foundation Design
 - 4. EPC Cost and Schedule Estimate
- f. Post-90% until Project End
 - i. After the 90% milestone, the Contractor shall support PGE and CTWS by developing a RFP for an EPC contractor. The EPC contractor will finalize the construction package from 90% to IFC, order materials, build the access routes, prepare work areas, and construct the Project.

4.18. **EPC Cost and Schedule Estimate**

4.18.1. At the 90% milestone, provide both a cost estimate and a schedule estimate for an EPC contractor to finalize the construction package from 90% to IFC, order materials, build the access routes, prepare work areas, and construct the Project.

4.18.2. As necessary, the Contractor shall provide preliminary construction sequencing plans.

4.19. **EPC RFP Preparation and Bid Evaluation Support**

4.19.1. After the 90% design package is complete, develop a RFP for an EPC Contractor. The EPC Contractor will finalize the construction package from 90% to IFC and then construct the project.

4.19.2. Prepare and review construction documents and technical specifications to contract for an EPC to finalize the design, procure materials, and construct the Project.

4.19.3. Assist PGE in evaluating the technical and financial bids for an EPC Contractor, in accordance with the evaluation selection methodology in the RFP.

4.19.4. Assist PGE in preparing a cost and technical feasibility assessment.

4.19.5. Support PGE in answering bidders' questions during the solicitation period.

4.19.6. Support PGE in contract negotiations.

4.20. **EPC Design and Construction Support**

Assist PGE in the timely and effective implementation of the EPC contract for the remainder of the project duration by:

4.20.1. Reviewing the IFC design package submittal for accuracy and completeness.

4.20.2. Reviewing a minimum of 150 Requests for Information ("RFI") as necessary.

4.20.3. Reviewing a minimum of 30 Change Orders ("CO") as necessary.

4.21. **MEETINGS**

Provided below is a non-inclusive list of meetings that the Contractor must set up and facilitate throughout the contract period.

4.21.1. Provide a schedule and facilitate in-person or virtual meetings with Contractor's key personnel, PGE staff and CTWS. At a minimum, the following meetings will be held:

4.21.2. Kick-off meeting with PGE and CTWS.

4.21.3. Weekly meeting that is 30–60-minute in length with PGE's Engineering team to provide status updates, resolve issues, and identify questions.

4.21.4. Monthly project status meeting

- Contractor shall record and share meeting minutes, issues, and decisions tracking logs with attendees.

[The table below will be detailed at contract award]

Frequency	Participants - PGE	Participants - Contractor	Focus
Weekly Review	•	•	<ul style="list-style-type: none">• Measure and analyze performance of the planned tasks• Escalation/issue management• Risk monitoring and mitigation

Monthly Review	•	•	<ul style="list-style-type: none"> Weekly performance review Resolve project delivery issues and escalations if any Address any concerns raised by stakeholders
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5. OUT-OF-SCOPE OF SOW

The following are out of scope of this SOW and will not be paid by PGE:

- 5.1. Substation engineering and design
- 5.2. External stakeholder engagement
- 5.3. External communications

6. PROJECT ASSUMPTIONS

- 6.1. The 500 kV transmission line circuit(s) will be operated at 550 kV but conventionally called 500 kV for simplicity and to match typical industry practices.

- 6.2. Definition of 500 kV corridor:

- 6.2.1. Base scope only:

The length and width of the ROW for the single circuit *Lambert-Mt View #1* 500 kV transmission line.

- 6.2.2. Base scope plus the optional adder scope:

The length and width of the ROW for both single circuit *Lambert-Mt View #1* and *#2* 500 kV transmission lines in the same vicinity.

- 6.3 The 230 kV corridor is defined as the length and width of the ROW for the double circuit *Bethel-Lambert #1 & #2* 230 kV transmission line.

- 6.4 A means to power the fiber regeneration hut near existing structure 45/3, described in Section 4.10.5, will not be included as part of this SOW.

7. DATA EXCHANGE

The parties will exchange the data specified below as necessary to fulfill the services requirements in this SOW.

- 7.1. PGE Data

- 7.1.1. Existing Bethel-Round Butte 230 kV PLS-CADD Backups
- 7.1.2. BPA Lattice Tower Series 248 Design Drawings
- 7.1.3. Existing Bethel-Round Butte 230 kV Plan & Profile Drawings
- 7.1.4. Existing Bethel-Round Butte 230 kV Structure Jurisdiction Table
- 7.1.5. References of existing PGE 230 kV monopole structures.
- 7.1.6. Preliminary Engineering Documents
- 7.1.7. PGE Specifications and Standards
- 7.1.8. Project Contact List

- 7.2. Contractor Data [to be updated at contract award]

8. RESOURCE PLAN

- 8.1. This SOW will be supported on a dedicated basis by the "Key Persons" listed below.
- 8.2. In the event a Key Person is removed from the SOW, the replacement individual will shadow the departing Key Person for a minimum of 2-weeks at no cost to PGE. In the event the Key Person is removed without notice, the first 2-weeks of the new individual's time will be provided to PGE at no additional charge. Contractor may not delegate or re-assign a Key Person's work without PGE's prior approval. PGE may request to review the qualifications of the replacement personnel prior to approving or rejecting any changes to Key Persons. Contractor is exempt from obtaining PGE's approval of delegating or re-assigning a Key Person in the case of death, serious illness, or termination of employment.

[the table below will be updated at contract award]

Contractor Key Persons	Primary Role Description	Minimum Years of Experience Required	Quantity	Insert Name
Project Manager ("PM")	<p>Is the primary contact for the CTWS and PGE who will oversee and provide QA/QC for all resources and deliverables under this SOW.</p> <p>Must have experience in managing high-voltage transmission line projects, managing projects with multiple stakeholders, technical knowledge in transmission line design or construction methods or regulatory requirements, budget management, ensuring project schedules are met, tracking engineering activities, and facilitating communications to keep the project on schedule.</p>	[To be detailed at Contract Award]	1	[To be detailed at Contract Award]
Transmission Line Project Engineer	<p>Is the Lead for the transmission line design and engineering activities.</p> <p>Must have experience in transmission line engineering on high-voltage transmission line projects.</p>	[To be detailed at Contract Award]	1	[To be detailed at Contract Award]
Foundation Design Project Engineer	<p>Is the lead for the foundation design and engineering activities.</p> <p>Must have experience in transmission line foundation design including both drilled piers and lattice tower footings.</p>	[To be detailed at Contract Award]	1	[To be detailed at Contract Award]

Contractor Key Persons	Primary Role Description	Minimum Years of Experience Required	Quantity	Insert Name
Civil and Site Access Project Engineer	Is the lead for the civil and site access design and engineering activities. Must have experience in civil engineering activities in high-voltage transmission line projects.	[To be detailed at Contract Award]	1	[To be detailed at Contract Award]
Construction Feasibility Lead	Is the lead for ensuring the constructability and feasibility of the design. Must have experience in construction of high-voltage transmission lines, with specific experience in projects constructing tubular steel poles and projects constructing lattice steel towers.	[To be detailed at Contract Award]	1	[To be detailed at Contract Award]
Survey Lead	Is the lead for all surveying tasks and activities. Must have experience in survey activities for high-voltage transmission line projects.	[To be detailed at Contract Award]	1	[To be detailed at Contract Award]
Fiber Communications Project Engineer	Is the lead for the fiber line design and engineering activities. Must have experience in fiber line design engineering, with specific experience in projects designing for ADSS and projects designing for OPGW.	[To be detailed at Contract Award]	1	[To be detailed at Contract Award]

9. DELIVERABLES AND ACCEPTANCE CRITERIA

- 9.1. Contractor shall provide the deliverables described in the below table in accordance with the associated acceptance criteria.
- 9.2. Upon completion of a deliverable, the Contractor shall provide notice and evidence to the PGE Contract Administrator. Upon receipt of notice and evidence of the completed deliverable, the PGE Contract Administrator shall have ten business days in which to either accept or reject such deliverable.
- 9.3. If PGE accepts the deliverable, the deliverable will be deemed complete. If PGE rejects the deliverable, it shall do so in writing with a reasonably detailed explanation for such rejection. It shall then be the Contractor's responsibility to correct and re-submit the completed deliverable to PGE.
- 9.4. If PGE fails to either accept or reject the submitted deliverable within ten business days, it should be deemed complete by PGE. In the event that PGE requests more time to either accept or reject the deliverable, the Contractor shall grant such request; provided, however, if the additional time PGE needs to accept or reject the deliverable materially and negatively

impacts the Contractor's ability to complete another deliverable, then the Contractor shall be entitled to request a reasonable extension of the deadline for such deliverable and/or an appropriate Change Order to account for the additional time.

- 9.5. In the event the deliverable approval process is creating a schedule risk for the Project, the Contractor shall utilize the Escalation Process identified herein.

DELIVERABLE TABLE

#	Deliverable	Acceptance Criteria
1	(5%) [Section 4.3] Fiber Selection Study	Format: PDF, Word, or PowerPoint Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
2	(5%) [Section 4.4] Design Criteria Memorandums <ul style="list-style-type: none"> • 500 kV DCM • 230 kV DCM • Access Road DCM 	Format: PDF or Word Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
3	(5%) [Section 4.5] Insulator Assembly Design	Format: PDF, Word, or Excel Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
4	(5%) [Section 4.6] Structure Geometry Design	Format: PDF, Word, or Excel Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
5	(5%) [Section 4.8] 500 kV Conductor Selection Study	Format: PDF, PLS, Word, or Excel Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
6	(5%, 10%, 30%) [Section 4.9] Structure Spotting and ROW Analysis	Format: KMZ, PLS, PDF, or Excel Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
7	(5%, 10%, 30%, 60%, 90%) [Section 4.10] Transmission Line Design	Format: PLS, KMZ, Excel, Word, or PDF Acceptance Criteria: See Section 9 of SOW

#	Deliverable	Acceptance Criteria
		Verification Method: Document delivery Validation Method: PGE review and approval
8	(10%, 30%, 60%, 90%) [Section 4.11] Access Roads and Civil Engineering	Format: PDF/KMZ/Word/Excel Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
9	(5%, 10%, 30%, 60%, 90%) [Section 4.12] Permit Support To be performed on an "as and when requested basis" using <i>Attachment I - Task Order Assignment</i> .	Format: Email, Word, Excel, PDF, or KMZ Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
10	(30%, 60%) [Section 4.13] Geotechnical Studies and Investigation	Format: PDF Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
11	(60%, 90%) [Section 4.14] Foundation Design <ul style="list-style-type: none"> • 500 kV Lattice Towers • 230 kV Monopoles 	Format: PDF or Excel Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
12	(60%, 90%) [Section 4.15] Construction Packages <ul style="list-style-type: none"> • 500 kV Package • 230 kV Package 	Format: PDF, KMZ, Excel, or DWG Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
13	(60%) [Section 4.16] Order Long Lead Time Material	Format: Excel or PDF Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
14	(90%) [Section 4.18] EPC Cost and Schedule Estimate	Format: Excel, PDF, or P6 Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
15	(Post-90%) [Section 4.19]	Format: Word

#	Deliverable	Acceptance Criteria
	EPC RFP Preparation and Bid Evaluation Support	Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval
16	(Post-90%) [Section 4.20] EPC Design Review and Construction Support	Format: Email, Excel, or PDF Acceptance Criteria: See Section 9 of SOW Verification Method: Document delivery Validation Method: PGE review and approval

10. MILESTONE DEADLINES AND PROJECT SCHEDULE

Contractor shall complete the following milestones by the dates specified below (each a "Milestone Deadline"):

Milestone	Deliverable Items*	Date	Milestone Duration
Notice to Proceed	N/A	09/30/2025	1 day
5% Design	1,2,3,4,5,6,7,9	08/31/2026	48 weeks
10% Design	6,7,8,9	04/12/2027	32 weeks
30% Design	6,7,8,9,10	09/27/2027	24 weeks
60% Design	7,8,9,10,11,12,13	05/08/2028	32 weeks
90% Design	7,8,9,11,12,14	11/13/2028	27 weeks
Post-90%	15,16	2028 - 2032	208 weeks (48 months)

Note: If the optional adder is included within the contract award, PGE reserves the right to review and adjust this schedule.

TIME IS OF THE ESSENCE WITH RESPECT TO THE COMPLETION OF THE FOREGOING MILESTONES BY THE MILESTONE DEADLINES.

No Milestone Deadline may be modified except by means of a Change Order issued in accordance with the Agreement.

Contractor shall maintain a task-based project schedule, including detailed activities required for the performance of the deliverables under this SOW, consistent with the Milestone Deadlines (the "Project Schedule"). Contractor shall identify key tasks leading up to each milestone in the schedule and shall identify critical paths for completion of each milestone.

A preliminary Project Schedule is set forth below [to be updated at contract award].

Contractor shall provide an updated Project Schedule to PGE each month in a format agreed to by both the Contractor and PGE. In the event a task is not completed in accordance with the then-current Project Schedule, in addition to any rights and remedies it may have under the Agreement, PGE may require Contractor to provide PGE a project recovery plan and schedule within three (3) business days of such delayed task.

11. ESCALATION PROCESS

- 11.1. PGE and the Contractor will maintain ongoing communications and attend and/or participate in meetings during PGE's normal business hours at times mutually acceptable to the Parties for the duration of the SOW. If a Party encounters an issue that requires the other Parties' attention that cannot be resolved by the day-to-day project team, the issue will be

documented and escalated to the PGE Contract Administrator with a needed resolution date. If the issue remains unresolved by the end of either a) the requested resolution date, or b) the end of the 8th day of the 10-day deliverable review period, whichever is later, it will be further escalated to the Parties' respective Contract Administrator's Manager. If issues brought to a Parties' Manager are not resolved by the end of the 9th day of the 10- day deliverable review period, and there is still a disagreement between PGE and the Contractor, the issue will be escalated to the Parties' respective Contract Administrator's Director. Nothing herein restricts a party from exercising all rights and remedies available to it by law.

12. ESCALATION MATRIX

[The table below will be updated at contract award].

Level	PGE			Contractor		
	Name	Designation	Contact Details	Name	Designation	Contact Details
Level 1						
Level 2						
Level 3						

13. PROJECT LOCATION

- 13.1. The transmission corridor is from the existing Bethel Substation located north of the Santiam Highway at 5585 State St, Salem, OR 97317 and terminate at the existing Round Butte Substation located east of the Round Butte Dam at Round Butte Dam, Warm Springs, OR. Alignments and locations between the two points will be determined by the PGE and CTWS team.

14. BASIS OF PAYMENT

- 14.1. Contractor shall invoice for the Services in accordance with the milestone payment schedule below. The total amount of this SOW will not exceed \$ _____.

#	Payment Milestone	Due Upon Completion Of:	Payment Amount
1	5% Design	All tasks for deliverables #1-7, and #9 listed in paragraph 9 of this SOW.	\$ _____
2	10% Design	All tasks for deliverables #6-9 listed in paragraph 9 of this SOW.	\$ _____
3	30% Design	All tasks for deliverables #6-10 listed in paragraph 9 of this SOW.	\$ _____
4	60% Design	All tasks for deliverable #7-13 listed in paragraph 9 of this SOW.	\$ _____
5	90% Design	All tasks for deliverable #7-12 and #14 listed in paragraph 9 of this SOW.	\$ _____
6	Post-90%	All tasks for deliverable #15-16 listed in paragraph 9 of this SOW.	\$ _____
Total Payment Amount			\$ _____

- 14.2. The Contractor shall invoice PGE on a monthly basis for the deliverables identified in Section 9 of the SOW in accordance with Annex B – Basis of Payment. The total amount for deliverables for the Initial Term is \$_____ USD.
- 14.3. The Contractor shall invoice PGE on a monthly basis for tasks and deliverables that will be completed on a T&M basis and further detailed in *Attachment I - Task Order Assignment* in accordance with the hourly rates shown in Annex B – Basis of Payment. The total *not-to-exceed* amount for only T&M charges for the Initial Term is \$_____ USD.
- 14.4. PGE shall reimburse Contractor for any pre-approved out-of-pocket expenses in accordance with the Travel and Expense Requirements in Exhibit D of the Master Purchase Agreement. The expenses must be a direct result of the Services provided under the Agreement and are billed monthly at cost, without markup. Backup documentation to support the reimbursement must be provided to PGE upon request. All business travel must be approved in advance by PGE. Notwithstanding the foregoing, the maximum liability of PGE for expenses under the Agreement shall be \$_____ USD.
- 14.5. As a result, the total contract value for the Initial Term will not exceed \$_____ USD.
- 14.6. The rates set forth in Annex B – Basis of Payment shall apply for purposes of the Agreement for all roles that perform Services under this SOW, including the calculation of amounts owing for services performed pursuant to a Change Order, if applicable. See the relevant section of the Terms and Conditions for provisions related to Change Order pricing.
- 14.7. In no event will PGE's payments exceed these values unless a fully signed Change Order is agreed and executed by the Contractor and PGE prior to the performance of those Services.

15. INVOICES

- 15.1. Contractor shall send invoices no more than once per month electronically to the PGE Contractor Administrator.
- 15.2. Each invoice shall:
- 15.2.1. Include the contract number
 - 15.2.2. Include the total contract sum
 - 15.2.3. Include the invoice total
 - 15.2.4. Indicate whether the work was done in support of the:
 - a. New Lambert-Mountain View 500kV Transmission Line; or
 - b. Upgrading Bethel-Lambert 230kV double circuit
 - 15.2.5. Include the tasks and deliverables performed;
 - 15.2.6. Include the date the tasks and deliverables were completed;
 - 15.2.7. Include the actual time taken to complete the tasks and deliverables for the work that will be issued on an "as and when requested basis", which will be further detailed in *Attachment I - Task Order Assignment*.
 - 15.2.8. Include the key Person who completed the tasks and deliverables.
- 15.3. Each invoice should accurately reflect and match the SOW tasks, and deliverables as issued by PGE. Failure to do so may result in rejection of the invoice(s) or delay in payment.

16. CONTRACT ADMINISTRATOR

- 16.1. The Contract Administrator is designated by PGE to act and make day to day decisions on PGE's behalf solely in relation to making decisions related to minor changes ("Minor Changes"), which are decisions at the task or activity level that do not change the delivery of

terms and conditions stated within this SOW. For the purposes of clarification, Minor Changes do not include deliverables.

- 16.2. Minor Changes need to be agreed in writing by the PGE Contract Administrator.
- 16.3. Non-Minor Changes need to be executed via a Change Order per the terms below within this SOW.
- 16.4. Contract Administrator: [To be detailed at Contract Award]

17. CHANGE ORDERS

- 17.1. Unless otherwise instructed by PGE, all Change Orders to the SOW must be documented in the Change Order form included in Attachment II [To be included at Contract Award].
- 17.2. Before any change to the Services is performed, the Change Order form shall be executed by both parties.

18. ACRONYMS

AC	Alternating Current
ADSS	All-Dielectric Self-Supporting
ANSI	American National Standards Institute
BLM	Bureau of Land Management
BPA	Bonneville Power Administration
CO	Change Orders
CTWS	Confederated Tribes of the Warm Springs
DCM	Design Criteria Memorandum
DOE	Department of Energy
EMF	Electromagnetic field
EPC	Engineer-Procure-Construct
FERC	Federal Energy Regulatory Commission
GRIP	Grid Resilience and Innovation Partnerships
IEEE	Institute of Electrical and Electronics Engineers
IFC	Issue For Construction
kV	kilovolt
USFS	United States Forest Service
WSPWE	Warm Springs Power and Water Enterprises
NESC	National Electric Safety Code
OE	Owner's Engineer
OPGW	Optical Ground Wire
OSHA	Occupational Safety and Health Administration
RFI	Requests for Information
RFP	Request for Proposal
ROW	Right-of-Way
SOW	Statement of Work
T&M	Time and Materials

ATTACHMENT I TO SOW - TASK ORDER ASSIGNMENT

Some of the work in this SOW may be initiated only by issuance of a fully executed Task Order Assignment approved by the PGE Contract Administrator. The work to be performed under these task orders must be within the scope of this SOW. PGE is only liable for labor hours and costs expended under the terms and conditions of this SOW to the extent that a fully executed task order has been issued and covers the required work and costs. Charges for any work not authorized in this SOW shall be disallowed.

PGE may decide to use a Task Order Assignment to provide further details on work already outlined in this SOW, such as the tasks to be achieved, the timeline to achieve those tasks, and deliverables to be provided by the Contractor for those tasks. PGE will specify the proposed price to complete the task order in accordance with the rates specified in the Basis of Payment. Task orders will be considered fully executed upon signature of the PGE Contract Administrator and the Contractor. The Contractor shall begin work on the task order in accordance with the effective date of the order. The Contractor shall notify the PGE Contract Administrator of any instructions or guidance given that might impact the cost, schedule or deliverables of the task order. Amendments to the task order must be approved by the PGE Contract Administrator before any work commences.

Parameter	Description
Project Title:	Transmission Line Owner's Engineer Services for the Warm Springs Power Pathway Project
Task Order Title:	
Date of Task Order:	Example: August 31, 2028
Performance Duration of the Services to be performed:	Example: September 1, 2028 - December 31, 2028
Task Order #	Example: 001
Revision #	Example: 0
Tasks	Instructions: List and describe the activities that needed to be completed to accomplish the objectives of the contract.
Deliverables	<p>Instructions: Identify clearly defined deliverables or service outcomes.</p> <p>Identify if deliverable is hard copy, electronic, or both, and any format, quantity, or compatibility requirements.</p> <p>The deliverable could be defined as the facilitated meeting, which is the outcome that PGE agreed to pay for. The Contractor could also be required to submit a copy of the agenda and roster of participants at the facilitated meeting. Although the purpose of the task is not to produce an agenda or roster, these could be included as a tangible deliverable that validates the meeting occurred.</p> <p>If it is not feasible to define all service outcomes, then describe the detailed process (especially the Contractor's role) that must be followed to arrive at decisions and identify who is authorized to make the decisions.</p>
Acceptance Criteria	Instructions: Identify the criteria against which the deliverable will be judged. How the PGE Contract Administrator verified the information and validated that the deliverable met contract requirements.

	Example: Upon notification that the activations requested have been made, PGE will visually inspect the change online and will confirm that they are satisfactory - or what needs to happen to make them satisfactory in writing.
Schedule and Milestones	Instructions: Identify due dates, milestone dates or timeframes, as appropriate for deliverables or recurring services.
Applicable Standards	Identify any applicable standards
Task Order Ceiling price	Instructions: <i>Task order ceiling price = Number of hours per month x hourly rate + other expenses</i>

PORTLAND GENERAL ELECTRIC COMPANY

CONTRACTOR

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

ANNEX B - BASIS OF PAYMENT

This Annex (B) will be attached and shared with prospective Offerors separately.

- A.** The Offeror must complete Annex B and include the completed spreadsheet in its financial proposal. The Offeror must indicate a price for each item. If an item or a price of an item is included in another item, it should be annotated as such (i.e. "Included in Item X"). If the price is \$0.00 or N/A, this should be indicated such that every item has a price indication. Any item without a price will be evaluated as \$0.00 value. The pricing information provided in Annex B will be used to generate the Basis of Payment for the Agreement for the entire duration of the Project.
- B.** The volumetric data included in this pricing schedule is provided for proposal evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by PGE that PGE's future usage of the services described in the RFP will be consistent with this data.
- C.** Under any resulting contract, PGE will not accept travel expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.
- D.** All prices and costs must be submitted in USD.

ANNEX C - MANDATORY EVALUATION CRITERIA

The proposal must meet the Mandatory Criteria specified below. The Offeror must provide the necessary documentation identified in the "Proposal Preparation Instructions" column below to support compliance with all requirements. Proposals which fail to meet any of the Mandatory Criteria specified below will be declared non-responsive. Each mandatory criterion must be addressed separately and will be scored on a pass or fail basis.

Mandatory Criteria				
A	B	C	D	E
NO.	MANDATORY CRITERIA	PROPOSAL PREPARATION INSTRUCTIONS	CROSS-REFERENCE TO SPECIFIC PAGE IN PROPOSAL [OFFEROR TO COMPLETE]	PASS / FAIL [PGE EVALUATORS TO COMPLETE]
M1	The Offeror must be licensed to perform overhead transmission line design and engineering services in at least one (1) U.S. state at the solicitation date.	The Offeror must provide a copy of the business license or incorporation papers for their respective state showing that their company is licensed in that state.		
M2	The Offeror must have a Unique Entity Identifier (UEI) from SAM.gov.	The Offeror must provide their UEI number.		
M3	The Offeror must have been in the overhead transmission line engineering and design services for the entire ten (10) consecutive years prior to the solicitation closing date.	<p>The Offeror must provide a copy of the company's profile, which includes:</p> <ul style="list-style-type: none"> • Company name, address, URL for their website; • Primary contact person's name, phone number, and email address; • Types of services available with specializations listed; • Locations of offices - identify which office will be the primary one for the Project; and • Project dates and brief project summaries to substantiate ten (10) consecutive years of overhead transmission line design and engineering services. 		
M4	The Offeror must provide a summary outlining the following:	The Offeror must provide a 1-page summary outlining (a) through (e) in M4.		

	<p>a. Offeror's, and any subcontractor's, qualifications, certifications, awards, industry recognition, etc.</p> <p>b. Has the Offeror ever defaulted on a contract? If so, where, and why?</p> <p>c. Have there been any lawsuits against the Offeror? If yes, provide a summary and status of the lawsuit.</p> <p>d. Whether it is aware of, or foresees any potential or apparent conflict of interest with respect to this Project?</p> <p>e. The Offeror must provide documentation showing its financial capability to undertake the work described in the SOW.</p>			
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ANNEX D - POINT-RATED EVALUATION CRITERIA

Each proposal should address each of the following Point-Rated Evaluation Criteria completely, and in the order provided.

PGE may request further clarification to assist the evaluation committee in gaining additional understanding of the Offeror's proposal. A response to a clarification request must be limited to clarifying or explaining portions of the already submitted proposal and may not contain new information not included in the original proposal.

Responses that do not include all the required content will not receive full points.

Standardized Scoring Method Table

The evaluation committee will use the following standardized scoring method to assess each evaluation criterion:

Rank	Definition of Rank	Rank
Exceptional	Demonstrated approach that is considered to significantly exceed stated criteria in a way that is beneficial to PGE. This rating indicates a consistently outstanding level of quality, with very little or no risk that this Offeror would fail to meet the requirements of the RFP. The Offeror exhibits several strengths that provide additional benefit to PGE. There are essentially no weaknesses. The firm has extensive experience and expertise in all the requirements identified in the SOW.	5
Good or Above Average	Demonstrated approach that is considered to exceed stated criteria. This rating indicates a generally acceptable quality, with little risk that this Offeror would fail to meet the requirements of the RFP. The Offeror exhibits many strengths that provide additional benefit to PGE. Weaknesses, if any, are very minor and correctable.	4
Acceptable	Demonstrated approach that is considered to meet or slightly exceed stated criteria. This rating indicates that the proposal demonstrates a reasonable probability of success, with little risk that this Offeror would fail to meet the requirements of the RFP. Proposal provides some additional benefit to PGE. Weaknesses, if any, are minor.	3
Adequate with Deficiencies	Demonstrated approach that is considered to marginally meet the stated criteria. This rating indicates a barely acceptable level of quality. The proposal demonstrates a probability of success. Weaknesses and/or deficiencies are minor and might be correctable. Modification would be required for the proposal to be acceptable.	2
Poor or Deficient	Demonstrated approach that fails to meet stated criteria, as there are significant weaknesses and deficiencies. The response is considered marginal in terms of the basic content and amount of information provided for evaluation. Significant modification would be required for the proposal to be acceptable.	1
Unacceptable, Missing, or Incomplete	Demonstrated approach that indicates significant weaknesses/deficiencies. The proposal fails to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. There is little reasonable likelihood of success; weaknesses/deficiencies are so major and/or extensive that a major revision to the proposal would be necessary.	0

Point-Rated Evaluation Criteria Table

Bid Preparation Instructions:

Each project example must include:

- i. Project name, description, location, and an explanation of its similarity to the Project outlined in the SOW;
- ii. The purpose of the project;
- iii. Project start and end dates;
- iv. The Offeror's specific role in that project;
- v. The lead federal agency for that project (if applicable);
- vi. The specific tasks worked on;
- vii. The specific deliverables submitted;
- viii. A description of the project challenges & successes;
- ix. List of key persons and their roles & responsibilities in the project;
- x. Original and final contract amounts;
- xi. Indicate whether the project had a compressed delivery schedule. Describe how the team adapted to deliver on time; and
- xii. Client name, type of organization, email address of client, and telephone number of client. This client may be contacted by PGE for an evaluation and assessment of the Offeror's performance.

POINT-RATED EVALUATION CRITERIA				
		[PGE EVALUATORS TO COMPLETE]		
		Rating [0-5]	Weight	Assigned Score [Rating x Weight]
#	Point-Rated Evaluation Criteria & Proposal Preparation Instructions			
P1	<p>The Offeror's proposal should demonstrate that it's Key Personnel have ten (10) years of consecutive experience, within the past ten (10) years from the solicitation closing date, in performing overhead transmission line design and engineering services. The Offeror's Key Personnel experience should include:</p> <ol style="list-style-type: none"> a) Developing and reviewing Power Line System ("PLS") models: <ol style="list-style-type: none"> i) PLS-CADD Method 1 & Method 4 models ii) PLS-TOWER iii) PLS-POLE b) Designing and analyzing foundations: <ol style="list-style-type: none"> i) Foundations for lattice steel towers ii) Foundations for steel poles c) Designing access roads and site civil engineering: <ol style="list-style-type: none"> i) Designing culverts, drainage ditches, bridges, low-water crossings, etc. ii) Defining access routes, work areas, pull sites, potential laydown yards. iii) Developing conventional access road features, such as turn radii limits, road widths, slope grades, etc., with constructability considered. 		20	

POINT-RATED EVALUATION CRITERIA				
		[PGE EVALUATORS TO COMPLETE]		
		Rating [0-5]	Weight	Assigned Score [Rating x Weight]
#	Point-Rated Evaluation Criteria & Proposal Preparation Instructions			
	<p>d) Developing construction packages for 230 kV and 500 kV overhead transmission line engineering design.</p> <p>e) Designing for both Optical Ground Wire ("OPGW") and All-Dielectric Self-Supporting ("ADSS") fiber cable loading, sags, hardware, and installations.</p> <p>f) Reviewing or modifying lattice steel tower family designs to meet code requirements or for constructability.</p> <p>Proposal Preparation Instructions:</p> <p>Offeror should provide between four (4) and six (6) project examples to demonstrate Key Personnel experience in (a) - (f) collectively within the last ten (10) years from the solicitation closing date.</p> <p>Each project example will be worth a maximum of 5 points, for a total of 20 points for four (4) project examples but only the four best project examples will be scored.</p>			
P2	<p>The Offeror's proposal should demonstrate that it's Key Personnel have five (5) years of consecutive experience, within the past ten (10) years from the solicitation closing date, in providing engineering support to environmental, permitting, and property teams. The Offeror's Key Personnel experience should include:</p> <p>a) Creating exhibits or drawings to support permitting, environmental, or property efforts;</p> <p>b) Communicating engineering designs and features between teams;</p> <p>c) Iterating on transmission line routes and designs; and</p> <p>d) Collaborating with environmental, permitting, and property teams to optimize project value.</p> <p>Proposal Preparation Instructions:</p> <p>Offeror should provide between two (2) and three (3) project examples to demonstrate Key Personnel experience in (a) - (d) collectively within the last ten (10) years from the solicitation closing date.</p>		10	

POINT-RATED EVALUATION CRITERIA				
		[PGE EVALUATORS TO COMPLETE]		
		Rating [0-5]	Weight	Assigned Score [Rating x Weight]
#	Point-Rated Evaluation Criteria & Proposal Preparation Instructions			
	Each project example will be worth a maximum of 5 points, for a total of 10 points for two (2) project examples but only the two best project examples will be scored.			
P3	<p>The Offeror's proposal should demonstrate that it's Key Personnel have five (5) years of experience, within the past ten (10) years from the solicitation closing date, in performing engineering studies for overhead 500 kV or 230 kV transmission lines. The Offeror's Key Personnel experience should include:</p> <ul style="list-style-type: none"> a) Structure spotting and routing analysis; b) Right-of-Way ("ROW") width analysis; c) Conductor selection study; d) Insulator and hardware assembly design; e) Electrical effects study; f) Transposition study; and g) Economic analysis of fiber counts and cables <p>Proposal Preparation Instructions:</p> <p>Offeror should provide between three (3) and four (4) project examples to demonstrate Key Personnel experience in (a) - (g) within the past ten (10) years from the solicitation closing date.</p> <p>Each project example will be worth a maximum of 5 points, for a total of 15 points for three (3) project examples.</p>		15	
P4	<p>The Offeror's proposal should demonstrate the availability of sufficient personnel for the project.</p> <p>The Offeror should:</p> <ul style="list-style-type: none"> 1. Provide an organizational chart identifying the team's structure and position titles. The chart should include all resources (including subcontractors) anticipated for the project and their specific roles and responsibilities. 2. Submit detailed resumes of individuals (including subcontractors) proposed to fill key positions. Resumes should demonstrate the following: <ul style="list-style-type: none"> a. Experience and capabilities in designing transmission lines; and b. Ability to collaborate with owners, construction contractors, 		30	

POINT-RATED EVALUATION CRITERIA				
		[PGE EVALUATORS TO COMPLETE]		
		Rating [0-5]	Weight	Assigned Score [Rating x Weight]
#	Point-Rated Evaluation Criteria & Proposal Preparation Instructions			
	subcontractors, and other stakeholders.			
P5	<p>The Offeror's proposal should outline an execution plan and a schedule for all phases of the Project.</p> <p>The outline should cover:</p> <ul style="list-style-type: none"> a) any unique solutions or insights on the Project. Identify opportunities, challenges, and milestones; b) a schedule that identifies key milestones and deliverable dates and any proposed changes to PGE's anticipated schedule; c) identify major risks, including impacts and potential mitigation measures that could be implemented to reduce the risks; d) describe how the project would be executed and who would have primary responsibility for its timely and professional completion; and e) provide a description and examples of the Offeror's expected deliverables. 		25	
TOTAL			100	

ANNEX E - CONTRACTOR REPRESENTATION AND CERTIFICATION

The Offeror must complete, sign and return the below form with the Offeror's proposal.

Offeror Name: _____

RFP Title: _____

RFP Number: _____

In response to the above titled RFP, the undersigned certifies that Offeror hereby proposes to perform required operations, duties and obligations to complete the services covered in the RFP.

The undersigned certifies that the Offeror:

1. Has read and understood all the terms and conditions of this RFP;
2. Has complied or will comply with the requirements of all applicable laws;
3. Attests that Offeror has not made false certifications to PGE;
4. Is qualified legally to contract with PGE;
5. Agrees to provide PGE with documentation showing that Offeror has the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the Offeror to meet all contractual responsibilities;
4. Agrees that this proposal constitutes a firm offer to PGE which cannot be withdrawn for one-hundred eighty (180) calendar days from the proposal due date;
5. Has carefully checked all representations and information contained in this proposal and other matters which may affect the proposed products/services or the cost thereof;
6. Agrees that PGE will not be responsible for any errors or omissions in this proposal or for any costs or expenses in preparing this proposal;
7. Is authorized to bind Offeror to this proposal and to any contractual agreement resulting therefrom;
8. Agrees to keep the RFP and the information contained therein confidential and will not use, disclose or reproduce such information for any purpose other than as required for the preparation of its proposal;
9. Agrees not to use the Portland General Electric Company name or any of its subsidiary or affiliated companies in any advertising, publicity, endorsements, or other disclosures;
10. No confidentiality obligation shall be imposed on PGE by this proposal or any materials supplied by Offeror, except only as may be specified in a nondisclosure agreement executed between PGE and Offeror;
11. Acknowledges that it and its employees, approved subcontractors or agents may, in the course of performing their responsibilities under the Contract resulting from this RFP, be exposed to, or acquire information that is confidential to the federal awarding entity or PGE, its clients or customers and that the Offeror agrees to comply with all reasonable requests by the federal awarding entity or PGE to ensure confidentiality and non-disclosure of such information, including without limitation, obtaining signed nondisclosure agreements in a form approved by PGE, and permitting criminal background checks, from each of the Offeror's employees, subcontractors and agents who may perform under such Contracts;
10. Understands and agrees that neither the federal awarding entity nor PGE shall be liable for any claims or be subject to any defenses asserted by the Offeror based upon, resulting from, or related to, the Offeror's failure to comprehend all requirements of this RFP;
11. Warrants that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement

- Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension";
12. Represents and warrants that: (a) it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, or (b) if Offeror does have any unpaid tax liability, that the unpaid Federal tax liability is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
 13. Represents and warrants that it has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months;
 15. Acknowledges that attached hereto, and by this reference incorporated herein, and made a part of this proposal are, the required data and all other information which Offeror desires to be considered as part of this proposal;
 16. Acknowledges that PGE may incorporate the RFP, and any other information submitted by the Offeror into a resulting contract between the parties; and
 17. Acknowledges receipt, understanding and full consideration by Offeror of the following addenda to the RFP. List by number and date appearing on the RFP addendums. If no addenda have been received, enter "none".

Addenda Nos._____.

The Offeror is responsible to check the PGE website for any issued RFP addendums.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

A person authorized to make legally binding commitments on behalf of the Offeror must sign below. Signature constitutes a representation that reasonable and prudent inquiry has been made to ascertain the true and accurate basis of all statements. Statements which a person knows or has reason to know are false, fictitious, or fraudulent may result in criminal or civil penalties, as prescribed in 18 USC 1001 and 31 USC 3802(a)(2). The Offeror shall notify PGE of any changes that occur in any of the representations or certifications during any resulting contract period.

Name of Primary Representative: _____

Title of Representative: _____

Address: _____

City, State, zip code: _____

Phone number: _____

E-mail: _____

Authorized Signature _____

Date _____

ANNEX F - NON-COLLUSION CERTIFICATION

I state that I am _____(title) of _____(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices and the amount of this proposal.

I state that:

1. The prices and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Offeror, or potential Offeror, except as disclosed.
2. Neither the prices nor the amount of this proposal, and neither the approximate prices nor approximate amount of this proposal, have been disclosed to any other firm or person who is an Offeror or potential Offeror, and they will not be disclosed before opening of proposals.
3. No attempt has been made or will be made to include any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
4. The proposal submitted by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive proposal.
5. _____(name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract.

I state that _____(name of firm) understands and acknowledges that the above representations are material and important and will be relied on by PGE in awarding the contract for which the proposal is submitted. I understand and my firm understands that any misstatement in this certification is and shall be treated as fraudulent concealment from PGE of the true facts relating to the submission of proposals for this contract.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

A person authorized to make legally binding commitments on behalf of the Offeror must sign below. Signature constitutes a representation that reasonable and prudent inquiry has been made to ascertain the true and accurate basis of all statements. Statements which a person knows or has reason to know are false, fictitious, or fraudulent may result in criminal or civil penalties, as prescribed in 18 USC 1001 and 31 USC 3802(a)(2). The Offeror shall notify PGE of any changes that occur in any of the representations or certifications during any resulting contract period.

Name of Primary Representative: _____

Title of Representative: _____

Address: _____

City, State, zip code: _____

Phone number: _____

E-mail: _____

Authorized Signature _____

Date _____

ANNEX G - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

As per the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who submit a proposal for an award of more than \$100,000 shall file the required certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall attach to this form all lobbying disclosure information required by 31 U.S.C. § 1352 to Portland General Electric ("PGE") Company. PGE may request additional information from the undersigned if the information provided is insufficient to satisfy federal reporting obligations.

The undersigned shall require that the language of this certification be included in the award documents for all contracts or subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors or subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

A person authorized to make legally binding commitments on behalf of the Offeror must sign below. Signature constitutes a representation that reasonable and prudent inquiry has been made to ascertain the true and accurate basis of all statements. Statements which a person knows or has reason to know are false, fictitious, or fraudulent may result in criminal or civil penalties, as prescribed in 18 USC 1001 and 31 USC 3802(a)(2). The Offeror shall notify PGE of any changes that occur in any of the representations or certifications during any resulting contract period.

Name of Primary Representative: _____

Title of Representative: _____

Address: _____

City, State, zip code: _____

Phone number: _____

E-mail: _____

Authorized Signature _____

Date _____

ANNEX H - MASTER PURCHASE AGREEMENT TEMPLATE

This Annex (H) will be attached and shared with prospective Offerors separately.