



REQUEST FOR PROPOSAL

PGE01-GID05-SH-004

Environmental Permits and Land Use Authorizations for the Warm Springs Power Pathway Project

RFP Issue Date:	June 13, 2025
Due Date for Offeror Questions & Requests for Clarification:	July 18, 2025
PGE's Response to Questions & Requests for Clarification to be sent on or before:	July 21, 2025
Proposals in response to RFP due by:	July 25, 2025 at 5:00 P.M. PDT Late proposals will not be accepted or considered
Finalists Presentation/Interviews (Virtual Only):	August 28, 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

PGE is requesting proposals from companies who specialize in environmental services involving routing and site selection, resource surveys, assessments, and plans, licensing and permitting, environmental compliance, and public involvement for transmission line projects. These services are needed to re-build PGE's existing transmission line to either

1. **Option 1** - A new Lambert substation, a new Mt. View switchyard, re-build one single 500-kV line from Lambert to Mt. View in the existing 230-kV corridor and re-build the existing 230-kV circuit from Bethel to Lambert to double circuit 230 kV.
2. **Option 2** - Two single 500-kV lines from Lambert to Mt. View. One single circuit 500 kV line, called *Lambert-Mt View No. 1*, would be constructed primarily adjacent and parallel to the existing 230-kV line, but will deviate from the existing corridor by over 500 ft for a portion of the route in the national forest in an approximate 10-mile section. This deviation will qualify the entire project as a new energy facility, resulting in requiring an EFSC site certificate. This option requires additional easements. **The Offeror must provide pricing in Annex B - Basis of Payment, if a route deviation is not required (no EFSC) and if a route deviation is required (EFSC).**

All Offerors must submit a proposal for Option 1. However, proposals for Option 2 are optional. PGE will only choose one of these options. PGE will decide which option to pursue after all proposals for this RFP are submitted.

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.

IF PGE DECIDES TO PURSUE OPTION 1, THEN ANNEX A - STATEMENT OF WORK ("SOW") WILL NOT BE UPDATED.

IF PGE DECIDES TO PURSUE OPTION 2, THEN ANNEX A - SOW WILL BE UPDATED AS FOLLOWS:

1. **ADD** to Section 3, Scope of the Project on page 22 of the RFP:
 - a. One single circuit 500-kV line, *Lambert-Mt View No. 1*, will be constructed adjacent and parallel to the existing 230-kV line.
 - b. When the *Lambert-Mt View No. 1* single circuit 500 kV line is complete, a second 500-kV line, *Lambert-Mt View No. 2*, will be built to replace the existing 230-kV line.

Easement requirements are as follows:

- a. CTWS Lands - Existing 200 feet easement to a minimum of 300 ft to a maximum of 500 ft.
- b. Federal Lands
 - 17 Miles existing 125 easement to a minimum of 300 ft to a maximum of 500 ft.
 - 10 Miles new 200 to 300 foot easement
- c. State and Private lands - Existing 125 easement to a minimum of 300 ft and maximum of 500 ft.

The Mountain View Switchyard, Lambert Substation, and re-building of the Bethel to Lambert 230-kV double circuit will all be considered part of the EFSC facility.

2. **ADD** in 4.2.1 of the Statement of Work, "Permitting Private and State Lands in Marion County (Segment 1)" on page 22 of the RFP:
 - "Obtain EFSC application for site certificate".
3. **ADD** in 4.2.2 of the Statement of Work, "Permitting Federal Lands (Segment 2)" on page 22 of the RFP:
 - 4.2.2.6 Submit Notice of Intent to EFSC
 - 4.2.2.7 Submit Application of Site to EFSC
 - 4.2.2.8 Obtain EFSC site certification
4. **DELETE** "TASK 2 - Permitting Private and State Lands" from the Statement of Work on page 24 of the RFP, and **REPLACE** with "TASK 2 - State Permitting and EFSC".
5. **DELETE** Section 5.2.2 from the Statement of Work, in its entirety, on page 24 of the RFP, and **REPLACE** with "Obtain an EFSC site certificate for the entire project", which includes
 - Re-building the Bethel-Lambert 230-kV single circuit to double circuit;
 - the new Lambert 500-kV Substation, the Lambert-Mountain View 500-kV circuits 1 and 2; and
 - Mountain View Switchyard.
6. **DELETE** Section 5.2.3 from the Statement of Work, in its entirety, on page 24 of the RFP, and **REPLACE** with
 - a. Complete studies, prepare reports, develop all Exhibits A - P, and submit EFSC Notice of intent (NOI) per Oregon Administrative Rule ("OAR") 345-020-0011.
 - b. Prepare and submit a complete Application for a Site Certificate ("ASC") in accordance with the Project Order as required by ORS 469.350.
 - i. Attend all meetings with Oregon Department of Energy ("ODOE") staff, Council meetings, and public information meetings.
 - ii. Support the application process through Final Order.
 - iii. Plan and complete all surveys, studies, and reports required for each exhibit in EFSC regulations OAR 345-021-0010, unless noted in the table below.

Exhibit	Description	Note
A	Applicant Information	
B	Project Description	
C	Property Location and Maps	
D	Organizational Information	<ul style="list-style-type: none"> • PGE will provide organizational information.
E	Permits Required	
F	Property Ownership	
G	Materials Analysis	
H	Geology and Soil Stability	<ul style="list-style-type: none"> • PGE will provide data for geological and soil stability for structure spotting and design. • All other geological and soil stability studies and reports will be provided by the Contractor, such as studies for access roads and lay down areas.
I	Soils	

Exhibit	Description	Note
J	Wetlands	
K	Land Use	
L	Protected Areas	
M	Financial Analysis	<ul style="list-style-type: none"> PGE will provide supporting information.
N	Non-Generating Facility Information	
O	Water Requirements	
P	Fish Wildlife Habitat	<ul style="list-style-type: none"> Requires inventory and classification of all habitats within the API per the ODFW habitat classification criteria. Requires a habitat mitigation plan to note how high value habitats would be mitigated.
Q	Threatened and Endangered Plant and Animal	
R	Scenic Aesthetic Values	<ul style="list-style-type: none"> Include a visual resource
S	Cultural Resources	<ul style="list-style-type: none"> Include a cultural plant survey
T	Recreational Facilities	<ul style="list-style-type: none"> Include a recreational use study
U	Public Services	
V	Wildfire	
W	Waste and Wastewater	
X	Facility Retirement	
Y	Noise	
Z	Cooling Towers	<ul style="list-style-type: none"> Not applicable.
AA	Electric and Magnetic Fields (EMFS)	<ul style="list-style-type: none"> PGE will provide EMFS studies
BB	Other Information	
CC	Additional Statutes, Rules, Ordinances	
DD	Other Specific Standards	

7. DELETE from section 5.2.9, on page 25 of the RFP: "Obtain land use permits or approval as required by", and **REPLACE** with "Meet Land use requirements for"

8. DELETE from section 5.3.9, on page 27 of the RFP: "Environmental Assessment ("EA") or"

9. DELETE Section 5.7.2 "General Permitting Nonfederal and Nontribal Lands and Authorizations Meetings" on page 32 of the RFP, and **REPLACE** with "EFSC Meetings

The Contractor must attend and participate in meetings involving:

- Monthly Pre-Application Meetings with ODOE and PGE
- Bi-weekly status meetings with PGE
- Two meetings review and finalize field study plans with PGE
- Two meetings with PGE to review draft NOI
- 6 meetings with PGE to review draft ASC
- Local land use pre-application meetings
- 12 public information meetings"

10. DELETE all the deliverables related to 5.2.2 Environmental Constraints Analysis in section 9, Deliverables and Acceptance criteria.

11. ADD the deliverables listed in the below table to Section 9, Deliverables and Acceptance Criteria”:

DELIVERABLE TABLE

Task Name	Task #	Deliverable Name	Subtasks	Deliverable
Permitting Private and State Lands	5.2			
General	5.2.3	Complete NOI		Notice
General	5.2.3	Submit ASC	<ul style="list-style-type: none"> • Attend all meetings with Oregon Department of Energy (“ODOE”) staff, Council meetings, and public information meetings. • Plan and complete all surveys, studies, and reports required for each exhibit in EFSC regulations OAR 345-021-0010, as described in Section 5.2.3 • Draft and Final Application 	<ul style="list-style-type: none"> • Meeting Notes • Cad, PDF, KMZ and PGE ArcGIS • Documents • Applications
General	5.2.3	Obtain ASC	Support the application process through Final Order.	<ul style="list-style-type: none"> • Meeting Notes • Documents

12. DELETE Section 11, Project Schedule on page 40 of the RFP, and **REPLACE** with the below Project Schedule.

Project Schedule

Schedule	Milestone	DATE
Notice to Proceed		11/3/2025
Milestone #1	Finalized permitting matrix	01/09/2026
Milestone #2	Biological Work Plans complete	4/28/2026
Milestone #3	First year field studies complete	6/30/2027
Milestone #4	Submit NOI	12/10/2026
Milestone #5	Second year field studies complete	1/1/2028
Milestone #6	Obtain Tribal Council Approval	12/10/2028
Milestone #7	Obtain Federal Authorizations	3/2029
Milestone #8	Obtain EFSC ASC	6/2029
Milestone #9	Obtain All permit required for construction	6/2029
Milestone #10	Obtain All permit required for construction	6/2029



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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 companies who specialize in environmental services involving routing and site selection, resource surveys, assessments, and plans, licensing and permitting, environmental compliance, and public involvement for 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 RFP 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-004 - Environmental Permits and Land Use Authorizations for the Warm Springs Power Pathway Project.** Proposals are due no later than 5:00 P.M., PDT on **July 25, 2025**. Please limit the size of the email message(s) to 10 MB. 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
July 18, 2025	Due Date for Offeror Questions & Requests for Clarification
July 21, 2025	PGE response to Offeror's Questions & Requests for Clarification Due
July 25, 2025	Proposals in response to RFP due by 5:00 P.M. , PDT

August 15, 2025	Proposals are evaluated and highest-ranked Offeror(s) are selected for interviews
August 28, 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

- award the Contract to the highest-scoring responsible Offeror;
- 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.

- 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: Environmental Permits and Land Use Authorizations to re-build the existing Bethel-Round Butte 230 kilovolt (kV) transmission circuit to a 500-kV transmission circuit for the Warm Springs Power Pathway project.

PROJECT LOCATION: Warm Springs Reservation, Jefferson, Wasco, and Marion counties, Oregon

1. PURPOSE, BACKGROUND AND OBJECTIVES

1.1. Purpose

PGE and the Confederated Tribes of the Warm Springs ("CTWS") require environmental review, permitting, and consultation support for re-building the existing Bethel-Round Butte 230-kV transmission circuit to either a single 500-kV transmission circuit or two single circuit 500-kV transmission circuit.

1.2. Background

On October 18, 2023, to strengthen electric grid resilience and reliability, 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 Warm Springs Power and Water Enterprises and 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. The project was subsequently named the Warm Springs Power Pathway project ("Project").

PGE and CTWS have a long-standing partnership. PGE and the CTWS own Pelton Round Butte Hydropower Project, a certified low-impact hydropower facility on the Deschutes River.

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 circuit was built in the 1960s to deliver output from the Pelton-Round Butte hydropower facility to PGE's service area. To simplify the complexities within the circuit's corridor, the alignment may be split into three 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 No. 2030.

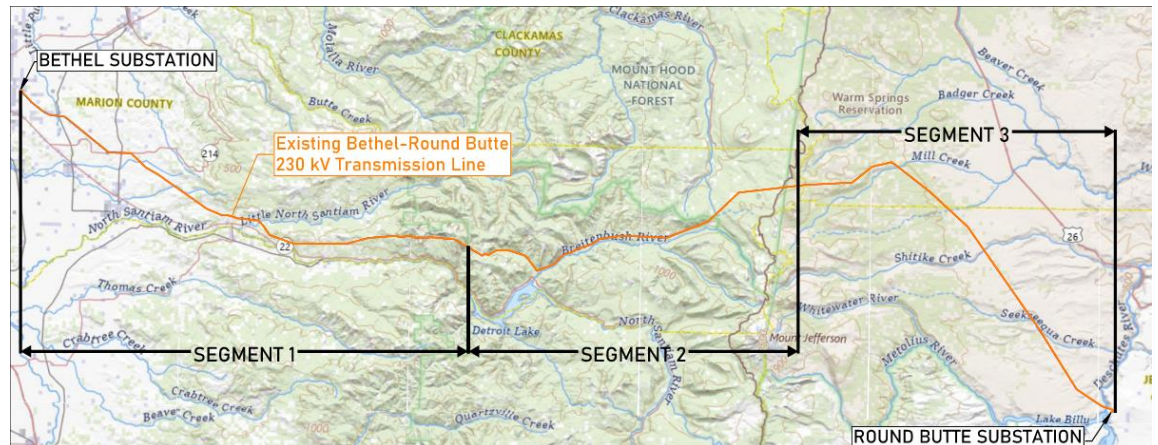


Figure 1: Existing Corridor Bethel-Round Butte 230-kV transmission circuit

1.3. Objectives

- 1.3.1. To successfully permit the construction of high voltage transmission lines from the Bethel substation near Salem Oregon to a new switchyard near the Round butte substation adjacent near Madras.

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

All work will be performed on a Time & 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 PROJECT

3.1. As shown in figure 2 below, the scope of this Project is as follows:

3.1.1. **Private and state lands in Marion County.** Work within this 39-mile section will include:

- Re-building Bethel-Lambert 230-kV single circuit into a double 230-kV circuit.
- Building the new Lambert 500 kV Substation
- Re-building the 230-kV circuit into a new 500-kV circuit on private and state lands between the Lambert Substation and the Willamette National Forest Boundary. The existing 125-foot easement will need to be expanded to a minimum 175 feet.

3.1.2. **Federal lands:** Work within this 27-mile section that is primarily within the Mt. Hood and Willamette National Forests but also some BLM land on the western side of the existing corridor will include:

- Re-building the 230-kV circuit into a 500 kV circuit on Federal lands between the Lambert Substation and the CTWS Reservation boundary. The existing 125-foot easement will need to be expanded to a minimum 175 feet.

3.1.3. **CTWS lands.** Work within this 33-mile section will include:

- Re-building the 230-kV circuit into a 500 kV circuit. The existing 200 feet easement is expected to be adequate for the new circuit.

3.1.4. Structures on federal, PGE and CTWS lands that are on the far east side of the transmission corridor will be permitted on Federal lands and state lands. These include:

- 500 kV structures within the Ochoco National Forest and two structures on PGE and CTWS jointly owned land within the FERC hydro boundary.
- The new Mt. View Switchyard adjacent the Round Butte substation on PGE and CTWS jointly owned land within the FERC hydro boundary.

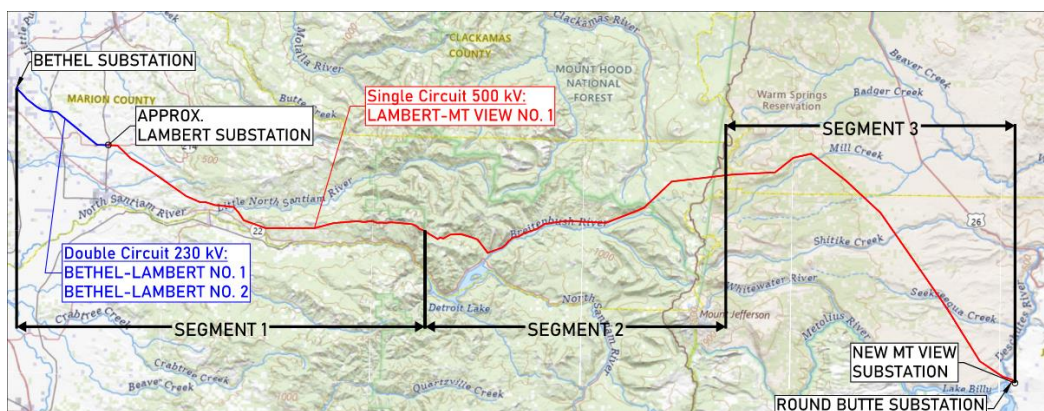


Figure 2: Future Corridors Lambert-Mt View #1 500-kV and Bethel-Lambert #1 & #2 230 kV

4. SCOPE OF SERVICES

4.1. A summary of the scope of services under this SOW is outlined below. A more detailed description of the tasks related to the scope of services supporting this Project is described in Section 5.

4.2. Contractor shall provide services to PGE as outlined below:

4.2.1. Permitting Private and State Lands in Marion County (Segment 1)

- 4.2.1.1. Obtain land use authorizations for:
 - The new Lambert 500-kV Substation (this is a greenfield site);
 - The portion of the Lambert-Mountain View 500-kV circuit within federal and state lands; and
 - Re-building Bethel-Lambert 230-kV single circuit to double circuit
 - The new Mt. View Switchyard adjacent the Round Butte substation
- 4.2.1.2. Obtain wetland removal fill authorizations.
- 4.2.1.3. Obtain Oregon Department of Environmental Quality (DEQ) permits and authorizations.

4.2.2. Permitting Federal Lands (Segment 2)

- 4.2.2.1. Prepare special use applications (SF-299) for USFS and BLM for easement expansion and construction work.
- 4.2.2.2. Prepare National Environmental Protection Act ("NEPA") documents in a manner that is at a minimum consistent with Executive Order 14154 and currently applicable USFS and BLM NEPA regulations.
- 4.2.2.3. Work with the lead federal agency, cooperating agencies and other stakeholders as needed to complete all required stages of the NEPA process, including but not limited to the below listed tasks. CTWS Bureau of Natural Resources ("BNR") reserves the right as the permitting agency on the reservation to identify which field studies and activities may be self-performed.
 - 4.2.2.3.1. Pre-application scoping
 - 4.2.2.3.2. Purpose and need statement and permit application
 - 4.2.2.3.3. Public and tribal scoping
 - 4.2.2.3.4. Study plans and field studies
 - 4.2.2.3.5. Draft and final Environmental Assessment ("EA")
 - 4.2.2.3.6. Draft and final mitigation monitoring plan
 - 4.2.2.3.7. Draft and final operations plans and other required supporting documents for the USFS Special Use Permit
- 4.2.2.4. Achieve agency issuance of new or amended USFS Special Use Permit ("SUP") and BLM ROW grant for construction and operation of the re-built circuit and expanded ROW. A minimum 50 feet additional ROW width is required in areas identified as currently 125 feet.
- 4.2.2.5. Obtain FERC authorization for new Mt. View switchyard in coordination with the Pelton Round Butte Project joint-licensees (PGE and CTWS). This is a greenfield site on PGE property in the Pelton Round Butte FERC boundary. PGE does not anticipate any significant environmental impacts at this site.

4.2.3. Permitting CTWS Lands (Segment 3)

- 4.2.3.1. Prepare CTWS Ordinance 74, Integrated Resources Management Plan ("IRMP") documents in a manner that is consistent with its project impact assessment requirements.
- 4.2.3.2. Work with CTWS BNR and other stakeholders as needed to identify work necessary and assign responsibility for completion of all required stages of the IRMP process, including but not limited to the below listed tasks. CTWS BNR as the permitting agency on the reservation will identify which field studies and activities will be self-performed.
 - 4.2.3.2.1. Pre-application scoping
 - 4.2.3.2.2. Purpose and need statement and permit application
 - 4.2.3.2.3. Public and tribal committee scoping
 - 4.2.3.2.4. Study plans and field studies
 - 4.2.3.2.5. Draft and final IRMP Project impact assessment
 - 4.2.3.2.6. Draft and final mitigation monitoring plan
 - 4.2.3.2.7. Draft and final operations plans and other required supporting documents for the IRMP decision
- 4.2.3.3. Prepare any other application documents required by Tribal ordinance or regulation. For example, Tribal hydrological permits under Tribal Ordinance No. 81, cultural resources permit under Tribal Ordinance No. 68, Tribal Section 401 Water Quality Certification, among others identified through the IRMP process.
- 4.2.3.4. Prepare and submit EPA applications
- 4.2.3.5. Prepare any other materials identified by CTWS BNR for seeking project authorization from the CTWS Tribal Council.

4.2.4. Permitting All Areas

- 4.2.4.1. Plan and conduct field surveys. Analyze, review, and submit Wetland and Waters applications-in accordance with state regulations and Section 404 of the Clean Water Act.
 - 4.2.4.1.1. Prepare and submit Joint Permit Applications ("JPA")
 - 4.2.4.1.2. Prepare and submit Biological Assessments
 - 4.2.4.1.3. Prepare and submit DEQ applications
- 4.2.4.2. Provide other biological field surveys and reports to support federal NEPA or Tribal IRMP reviews, such as invasive plant species surveys.
- 4.2.4.3. Provide other required permitting services, such as ODFW and CTWS BNR fish passage review of culverts and bridges.
- 4.2.4.4. Provide Section 106 Cultural and Historical Resource Assessment; Tribal Cultural Resources Assessment
- 4.2.4.5. Provide Erosion and sediment control permits.
- 4.2.4.6. Provide support to engineering for environmental impact avoidance for all disturbance areas including but not limited to structure spotting, access road development, pull sites, and storage and laydown areas.
- 4.2.4.7. Schedule and attend meetings and provide status reports.
- 4.2.4.8. Support all public notifications and meetings.
- 4.2.5. Provide construction oversight of the transmission circuits.

5. TASKS

During the contract period, the Contractor must perform the following tasks:

5.1. **TASK 1 – PROJECT MANAGEMENT & GOVERNANCE**

- 5.1.1. Implement and maintain a risk management process at the beginning of the project, in which the Contractor, in consultation with PGE identifies, ranks, and mitigates risks.
- 5.1.2. Update risks and mitigation measures throughout the project.
- 5.1.3. Schedule a weekly 30 to 60-minute meeting with PGE's Environmental team to provide status updates, resolve issues, and identify questions.
- 5.1.4. Schedule monthly project team meetings.
- 5.1.5. Record and share with attendees meeting minutes and issues and decisions tracking logs.
- 5.1.6. Provide monthly schedule and budget updates.

5.2. **TASK 2 – PERMITTING PRIVATE AND STATE LANDS**

- 5.2.1. Produce a development plan for permitting, in consultation with the project team and appropriate jurisdictional agencies that:
 - 5.2.1.1. Identifies the steps needed to acquire necessary permits, including initial site analysis, plan creation, application submission, and review process with relevant authorities.
 - 5.2.1.2. Addresses potential concerns for permit acquisitions.
 - 5.2.1.3. Identifies how compliance will be maintained with applicable regulations and codes throughout the process.
 - 5.2.1.4. Includes a permitting matrix and schedules that clearly identify all permitting and land use requirements, and the tasks, deliverables, and milestones expected to complete them.
- 5.2.2. Complete environmental constraints analyses and cultural resources assessments for:
 - 5.2.2.1. Re-building the Bethel-Lambert 230-kV single circuit to double circuit.
 - 5.2.2.2. The new Lambert 500-kV Substation (~140-acre site, a third of which includes potential wetlands); and
 - 5.2.2.3. The Lambert-Mountain View 500-kV circuit.
 - 5.2.2.4. The Mt. View Switchyard
- 5.2.3. In each environmental constraints analysis and cultural resources assessment:
 - 5.2.3.1. Assume federal permitting nexus for all project areas
 - 5.2.3.2. Perform desktop review of wetlands, sensitive biological resources, avian collision risk areas, floodplains, and restrictive zoning layers (overlay zones that limit utility development)
 - 5.2.3.3. Perform field studies to map identified constraints
- 5.2.4. Provide CAD files containing applicable resource constraint layers for PGE's use in designing for impact avoidance. CAD files to be provided for:
 - 5.2.4.1. Desktop analysis; and
 - 5.2.4.2. Completed field studies.
- 5.2.5. Provide a KMZ file of wetlands/waters and other applicable resource constraint layer.
- 5.2.6. Provide a KMZ file showing cultural resources sites that will be shared with PGE's cultural resource specialist or appointed designee.
- 5.2.7. Update permitting matrix for known environmental and permitting considerations in the vicinity of the proposed project areas. Summarize this matrix in a memorandum.
- 5.2.8. Complete and submit a wetland delineation to the Department of State Lands ("DSL") for concurrence on all project areas. Only one delineation is required for the entire 500-kV circuit however, submittal to DSL will not include CTWS lands.

5.2.9. Obtain land use permits or approval as required by Marion and Jefferson Counties for:

- 5.2.9.1. Re-building Bethel-Lambert 230-kV single circuit to 230-kV double circuit.
- 5.2.9.2. The new Lambert 500 kV Substation (Greenfield ~140-acre site).
- 5.2.9.3. The Lambert-Mountain View 500-kV transmission circuit.
- 5.2.9.4. The Mt. View Switchyard.

5.2.10. Complete the following for land use permits or approval as required by Marion and Jefferson Counties:

- 5.2.10.1. Prepare materials and schedule pre-application appointments as required by county.
- 5.2.10.2. Develop a matrix of all regulatory required notifications and public meetings.
- 5.2.10.3. Complete required exhibits and land use applications.
- 5.2.10.4. Complete a mitigation plan that offsets permanent adverse impacts to county resources.
- 5.2.10.5. Complete an impact restoration plan for temporary impacts to County resources.
- 5.2.10.6. Obtain Land Use Compatibility Statements ("LUCS") for each county.

5.2.11. Develop and submit a complete JPA to DSL and Army Corps of Engineers ("USACE") for temporary and permanent wetland and waterway impacts associated with:

- 5.2.11.1. The new Lambert 500-kV Substation (~140-acre site, a third of which includes potential wetlands); and
- 5.2.11.2. Re-building Bethel-Lambert 230 kV single circuit to double circuit

5.2.12. For JPA to DSL and USACE for temporary and permanent wetland and waterway impact, the Contractor must:

- 5.2.12.1. Ensure that the application includes a wetland mitigation plan, temporary wetland impact restoration plan, figures, and other JPA relevant attachments.
- 5.2.12.2. Develop mitigation plans and work with the design team to avoid or minimize impacts to wetlands and waters of the U.S.
- 5.2.12.3. Develop a clear, concise, and detailed project description to obtain a DSL completeness determination.
- 5.2.12.4. Coordinate with project managers and engineers to obtain all necessary details to describe the project.
- 5.2.12.5. Coordinate with agencies when there are design changes and develop alternative analysis that considers environmental factors and identifies compensatory mitigation opportunities that meet agency requirements and project needs.
- 5.2.12.6. Obtain DEQ 401 certification to meet 404 requirements.

5.2.13. Perform DEQ permitting as follows:

- 5.2.13.1. Function as authorized agent and obtain DEQ 401 certification.
- 5.2.13.2. Develop comprehensive erosion and sediment control plan for:
 - 5.2.13.2.1. Bethel-Lambert 230-kV transmission circuit.
 - 5.2.13.2.2. Lambert Substation; and
 - 5.2.13.2.3. Lambert to Mt. View 500-kV transmission circuit (There will be one 1200C permit for the Lambert to Mt. View circuit for State and Federal lands).
 - 5.2.13.2.4. The Mt. View Switchyard
- 5.2.13.3. Prepare National Pollutant Discharge Elimination System ("NPDES") 1200C permit application(s) and assist in the approval process for
 - 5.2.13.3.1. Bethel-Lambert 230 kV transmission circuit.
 - 5.2.13.3.2. Lambert Substation.
 - 5.2.13.3.3. Lambert to Mt. View 500-kV circuit (There will be one 1200C permit for the Lambert to Mt. View circuit for State and Federal lands).

5.2.13.3.4. The Mt. View Switchyard

5.2.13.4. Obtain NPDES permit for concrete batch plants, if necessary.

5.2.14. Cultural Resources

5.2.14.1. Please refer to Section 5.3.12 for required sub-tasks.

5.3. TASK 3 – PERMITTING FEDERAL LANDS

5.3.1. Identify the complete Area of Potential Impact ("API") for the project by working with Project team and permitting agencies, as needed. At a minimum, the API must include all project features and APIs, including access roads, for all potential project alternatives that will need to be analyzed for permitting. Coordinate closely with federal agencies to ensure NEPA documents are flexible and inclusive of the preferred alternative and its range of potential impacts to covered resources.

5.3.2. Produce a development plan for permitting, in consultation with Project team that:

5.3.2.1. Identifies the steps needed to acquire necessary federal permits and authorizations, including initial site analysis, plan creation, application submission and review process with relevant authorities.

5.3.2.2. Addresses potential concerns for permit acquisition.

5.3.2.3. Includes a routing alternatives analysis utilizing data from scoping with federal agencies. A general project alternatives study with high level environmental constraints, avoidance areas and engineering constraints will be performed by PGE.

5.3.2.4. Identifies how compliance will be maintained with applicable regulations and codes throughout the process.

5.3.2.5. Includes a permitting matrix and schedules that clearly identify all permitting and land use requirements, and the tasks, deliverables, and milestones expected to complete them.

5.3.3. Determine lead agency for NEPA and permit(s) that will be required for construction and operation of facilities on federal lands. As applicable to the determined process, conduct pre-application scoping meetings with USFS and BLM, submit SF-299 application(s), and support agencies as needed for NEPA documentation, such as the public scoping process.

5.3.4. Schedule monthly meetings with Project team as well as relevant federal, Tribal, state, and local agencies, so that everyone is clearly aware of deadlines and has advanced notice on when deliverables are coming to them for review.

5.3.5. Evaluate utilizing the Coordinated Interagency Transmission Authorizations and Permits ("CITAP") process to expedite permitting for the federal authorizations.

5.3.6. Develop a biological work plan in consultation with agencies (e.g., Oregon Department of Fish and Wildlife ("ODFW"), USFS, BLM, USACE, Oregon DSL and United States Fish and Wildlife Services ("USFWS"), National Marine Fisheries Services, and the Tribes to obtain approved standardized survey protocols and field methodologies to complete all required surveys by 2027. When land access is not granted during the best survey window, identify contingency actions in the work plan to accommodate survey needs in the most effective way possible.

5.3.7. Develop survey plans in accordance with the biological work plan. These surveys must:

5.3.7.1. be completed in 2026 and 2027 and include the required information for compliance with NEPA Endangered Species so that construction proceeds in 2029.

- 5.3.7.2. be submitted to agencies for their review. Surveys will be conducted during the appropriate time of year and location as required by the agency.
- 5.3.7.3. include a technical report for each survey species or group.
- 5.3.8. Complete all required surveys.
- 5.3.9. Complete Environmental Assessment ("EA") or Environmental Impact Statement ("EIS"), as applicable.
- 5.3.10. Complete a mitigation monitoring plan.
- 5.3.11. Complete operations plans and other required supporting documents for the SUP.
- 5.3.12. Cultural Resources. In full coordination with the CTWS Tribal Historic Preservation Office ("THPO"):
 - 5.3.12.1. Define the Area of Potential Effect ("APE"), conduct desktop review, and evaluate potential impacts, direct and indirect on all known and potential cultural resources (both archaeological and historic built resources) for the entire Project.
 - 5.3.12.2. Support lead federal agency APE determination and related consultation with Oregon State Historic Preservation Office ("SHPO"). Apply for all necessary cultural resource investigation permits including but not limited to: Archeological Investigations Permit ("ARPA"), SHPO, and THPO.
 - 5.3.12.3. Request the development of a Programmatic Agreement ("PA").
 - 5.3.12.4. Develop Memorandum of Agreement ("MOA"), if there is no PA.
 - 5.3.12.5. Support, in coordination with PGE, consultation with agencies and appropriate cultural resources staff.
 - 5.3.12.6. Provide recommendations and maps for surveys and coordinate with agencies and CTWS to scope surveys.
 - 5.3.12.7. Conduct field surveys and cultural viewshed analysis in areas of the APE where ground disturbance and visual impacts are planned and known cultural resources will be impacted.
 - 5.3.12.8. Conduct any necessary analysis and documentation of transmission line structures as historic resources, including a determination of eligibility for the overall transmission circuit and finding of effect.
 - 5.3.12.9. Develop reports and Geographic Information System ("GIS") spatial data for submittal to agencies, THPO, and SHPO.
 - 5.3.12.10. Coordinate with PGE, Tribes, engineering consultants, and relevant agencies on design modifications aimed at avoiding or minimizing cultural resources impacts to lessen permitting and mitigation requirements.
 - 5.3.12.11. Coordinate with PGE to identify potential mitigation stipulations if adverse effects are identified as required by Section 106 of the National Historic Preservation Act ("NHPA") of 1966.
- 5.3.13. Prepare a fish passage plan pursuant to OAR 635-412-0020 (i.e. the plan to incorporate non-federal land culverts as required):
 - 5.3.13.1. Advise PGE's Owner's Engineer Contractor on fish passage design and design modifications to minimize impacts and permitting needs.
 - 5.3.13.2. Coordinate with ODFW as necessary to obtain an approved plan.
- 5.3.14. Submit wetland delineation report to Oregon DSL for concurrence.
- 5.3.15. Develop and submit a complete JPA, to DSL and USACE for temporary and permanent wetland waterway impacts associated with the Lambert-Mountain View 500-kV transmission circuit not covered by the MOU with the CTWS and USACE:

- 5.3.15.1. Application must include wetland mitigation plan, temporary wetland impact restoration plan, figures, and other JPA relevant attachments.
- 5.3.15.2. Develop mitigation plans and work with the design team to avoid or minimize impacts to wetlands and waters of the U.S.
- 5.3.15.3. Develop a clear, concise, and detailed project description to obtain a DSL completeness determination.
- 5.3.15.4. Coordinate with project managers and engineers to obtain all necessary details to describe the project.
- 5.3.15.5. Coordinate with agencies when there are design changes, develop alternative analysis that consider environmental factors, and identify compensatory mitigation opportunities that meet agency requirements and project needs.
- 5.3.15.6. Obtain DEQ 401 certification to meet 404 requirements.
- 5.3.16. Perform DEQ permitting:
 - 5.3.16.1. Function as authorized agent and obtain DEQ 401 certification.
 - 5.3.16.2. Develop comprehensive erosion and sediment control plan for the Lambert-Mountain View 500-kV Transmission circuit and Mountain View Substation.
 - 5.3.16.3. Prepare NPDES 1200C permit application(s) and assist in the approval process for the Mountain View Switchyard. Incorporate the federal lands Erosion and Sediment Control Plan (ESCP) for Lambert-Mountain View 500 kV transmission circuit into the State lands 1200C Lambert-Mountain View 500 kV application.
 - 5.3.16.4. Obtain NPDES and air permit for concrete batch plants (additional may be located off federal lands)
- 5.3.17. Obtain FERC Approval for Mountain View Substation
 - 5.3.17.1. Complete Non-Project Use of Federal Lands Application

5.4. **TASK 4 – Permitting CTWS LANDS**

- 5.4.1. Identify the complete API for the project by working with PGE and CTWS BNR.
- 5.4.2. In consultation with PGE Environmental and CTWS BNR, produce a development plan for obtaining Tribal approval through the CTWS IRMP and other applicable Tribal ordinances.
- 5.4.3. Develop and maintain milestones matrix with schedules that clearly identifies all requirements, and the tasks and deliverables to meet them.
- 5.4.4. Develop a natural resource and biological work plan in consultation with CTWS BNR through IRMP and other relevant tribal code procedures.
- 5.4.5. Work with CTWS to obtain known on-reservation cultural resources and sensitive species locations from past surveys along the transmission circuit for resources studies on reservation that are not conducted internally.
- 5.4.6. Obtain guidance on required ethnographic surveys, if not conducted internally.
- 5.4.7. Develop survey plans and conduct surveys in accordance with the work plan. These surveys must:
 - 5.4.7.1. be completed in 2026 and in 2027.
 - 5.4.7.2. be approved by CTWS BNR
 - 5.4.7.3. be conducted during the appropriate time of the year and location as required by BNR.
 - 5.4.7.4. include a technical report for each survey species or group.
 - 5.4.7.5. complete a wetland delineation approved by BNR.
- 5.4.8. Cultural Resources. In full coordination with the CTWS THPO:
 - 5.4.8.1. Define the APE, conduct desktop review, and evaluate potential impacts, direct and indirect on all known and potential cultural resources (both archaeological and historic built resources) for the entire Project.

- 5.4.8.2. Support lead federal agency APE determination and related consultation with Oregon SHPO. Apply for all necessary cultural resource investigation permits including but not limited to: ARPA, SHPO, THPO, and Tribal archaeological permit.
- 5.4.8.3. Requests the development of a PA.
- 5.4.8.4. Develop MOA, if there is no PA.
- 5.4.8.5. Support, in coordination with PGE, consultation with BNR cultural resources staff.
- 5.4.8.6. Provide recommendations and maps for surveys and coordinate with BNR to scope surveys.
- 5.4.8.7. Conduct field surveys and cultural viewshed analysis in areas of the APE where ground disturbance and visual impacts are planned and known cultural resources will be impacted.
- 5.4.8.8. Conduct any necessary analysis and documentation of transmission line structures as historic resources, including a determination of eligibility for the overall transmission circuit and finding of effect.
- 5.4.8.9. Develop reports and GIS spatial data for submittal to BNR.
- 5.4.8.10. Coordinate with PGE, CTWS, engineering consultants, and relevant agencies on design modifications aimed at avoiding or minimizing cultural resources impacts to lessen permitting and mitigation requirements.
- 5.4.8.11. Coordinate with PGE to identify potential mitigation stipulations, if adverse effects are identified as required by Section 106 of NHPA of 1966.
- 5.4.8.12. Schedule monthly meetings with PGE as well as relevant agencies and BNR, so that everyone is clearly aware of deadlines and has advanced notice on when deliverables are coming to them for review.

5.4.9. Draft IRMP Project impact assessment

- 5.4.9.1. Complete all reports required by BNR to meet the IRMP.
- 5.4.9.2. Complete mitigation monitoring plans

5.4.10. Obtain other Tribal permit approvals or clearances identified through the IRMP process, for example Tribal hydrological permits under Tribal Ordinance No. 81, cultural resources permit under Tribal Ordinance No. 68, Tribal Section 401 Water Quality Certification.

5.4.11. Develop a MOU with USACE for impacts to federal jurisdictional waters on tribal lands. Oregon DSL does not have jurisdiction on tribal lands.

5.4.12. Prepare NPDES 1200C permit application(s) and associated stormwater pollution prevention plan for the Lambert-Mountain View 500 kV on CTWS to the EPA.

5.4.13. Evaluate the EPA permitting requirements for one concrete batch plant on CTWS land and submit applications if required.

5.5. **TASK 5 – GENERAL TASKS**

5.5.1. Provide real-time access by utilizing a PGE-hosted ArcGIS Online group to all geospatial data including project footprint, access routes, land ownership, environmental constraints, field study areas and results, etc. All generated geospatial data will be delivered to PGE at the end of the project as a file geodatabase.

5.5.2. Coordinate with PGE on structure locations and road improvements to minimize environmental impacts and permitting requirements.

5.5.3. Participate and support public outreach and engagement with partners.

- 5.5.3.1. Develop communications materials as requested by Project communications team about habitat, environmental conditions and project impacts, mitigation proposals, etc. All communication materials must be consistent with broader project materials, messages, and manner.

- 5.5.3.2. Contractor's PM or SME must attend up to 24 public meetings as necessary to address public concerns. The Contractor must provide supporting documentation and visuals at the start of every meeting and following every meeting.
- 5.5.3.3. Develop compliance matrices that summarize permit requirements for the following project phases:
 - a. Pre-Construction
 - Notifications
 - Mitigation/Fees
 - Pre-construction surveys and staking
 - b. During Construction
 - Seasonal restrictions
 - Required Notifications
 - Monitoring requirements
 - Contractor Training
 - Reporting
 - Exclusion zones and species protection
 - c. After Construction
 - Notifications
 - Restoration
 - Mitigation
 - Monitoring
 - Adaptive Management and Vegetation Maintenance
 - Hazardous Wildfire Prevention
 - Reporting

5.6. **TASK 6 – CONSTRUCTION SUPPORT**

The specific tasks, deliverables, and acceptance criteria will be further detailed in Attachment I - Task Order Assignment after completing of permitting and prior to the start of construction.

- 5.6.1. Contractor must provide resources from 2029-2032 to support construction activities as follows:
 - 5.6.1.1. One PM for 416 hours per year
 - 5.6.1.2. Cultural monitor for 1,040 hours per year. Cultural monitor is expected to be in the field 80 % of 1,040 hours.
 - 5.6.1.3. Biological or permitting SME for 693 hours per year.
 - 5.6.1.4. Certified Erosion and Sediment Control Lead ("CESCL") for 1,560 hours per year. CESCL is expected to be in the field 80 % of 1,560 hours.
- 5.6.2. Contractor must:
 - 5.6.2.1. Provide support for environmental and cultural resources monitoring and avoidance planning (i.e., flagging/staking of sensitive areas).
 - 5.6.2.2. Summarize permitting and compliance requirements for the construction Contractor.
 - 5.6.2.3. Provide environmental field oversight of construction activities and weekly activity reports.
 - 5.6.2.4. Provide permit and regulatory incident reports and corrective actions for permit non-compliance.
 - 5.6.2.5. Support Contractor performed revegetation measures following construction.
 - 5.6.2.6. Assist construction Contractors to determine project impact and disturbance as it relates to constructability of access roads, crossings, and other project features.
 - 5.6.2.7. Provide enhanced training and Compliance Inspection Contractor ("CIC") coordination.
 - 5.6.2.8. Engage in Tribal monitoring coordination.

- 5.6.2.9. Prepare an Environmental Awareness Training Program and presentation to construction teams to help them identify risks and understand requirements.
- 5.6.2.10. Empower staff to implement stop work protocols as they relate to protection of natural or cultural resources.
- 5.6.2.11. Ensure frequent communication between the prime/subcontractor and environmental/cultural resource to monitor changes in construction means and methods prior to implementing ground-disturbing actions with a potential for effects to protected resources.
- 5.6.2.12. Implement work under a section 106 programmatic agreement that includes adaptive management and changes in construction means and methods.
- 5.6.2.13. Maintain adequate staffing and a dedicated point of contact at federal/state agencies to ensure responsiveness to critical issues that may arise during construction.
- 5.6.2.14. Ensuring that access to the construction site and/or areas with sensitive resources is adequately restricted to non-project related individuals.
- 5.6.2.15. Ensure that the project construction schedule accounts for the time required to complete environmental compliance checks prior to construction.
- 5.6.2.16. Function as the Environmental Compliance Manager ("ECM") for the construction team when questions arise, or a variance is needed. The ECM will:
 - 5.6.2.16.1. Be the primary point of contact for agency inspectors.
 - 5.6.2.16.2. Ensure all environmental stipulations are followed, while maintaining cost and schedule parameters
 - 5.6.2.16.3. Oversee construction activities, such as erosion and sediment control inspections, natural resource monitoring, and restoration/mitigation inspections.
 - 5.6.2.16.4. Halt construction in the event of clear noncompliance.
- 5.6.2.17. Conduct formal post-construction compliance monitoring for temporary impact restoration areas and mitigation areas.
- 5.6.2.18. Utilize an online GIS database that is accessible to all parties involved with construction allowing real-time data for the construction crews, inspectors, regulatory agencies, and owners to monitor construction progress and assist with maintaining compliance during construction.
- 5.6.2.19. Clearly communicate with regulatory agencies, owner, contractor, subcontractor, inspectors, and third parties involved during construction.
- 5.6.2.20. Support construction closeout.
- 5.6.2.21. Provide construction permitting, biological and cultural field surveys for annual agency compliance requirements.

5.7. **TASK 7 – MEETINGS AND REPORTS**

Provided below is a non-inclusive list of meetings that the Contractor must set up and facilitate throughout the contract period. In addition to what is provided below, Contractor is expected to attend all agency requested meetings or other meetings necessary to facilitate discussions with permitting authorities.

5.7.1. **General Project Meetings**

The Contractor must:

- 5.7.1.1. Provide a schedule and facilitate in-person meetings with Contractors' key personnel, PGE staff and CTWS. At a minimum, the following meetings will be held:
 - 5.7.1.1.1. Kick-off meeting with PGE and CTWS.
 - 5.7.1.1.2. Weekly meeting that is 30-60-minute in length with PGE's Environmental team to provide status updates, resolve issues, and identify questions.

5.7.1.1.3. Monthly project status meeting and report:

5.7.1.1.3.1. Provide monthly reports that include status of ongoing permits, status of ongoing studies, pictures of the construction work that's in progress, a schedule for the next 6-weeks, upcoming risks, and other important information to be discussed.

5.7.1.1.3.2. The monthly report will serve as the agenda to the monthly meeting and should be sent to PGE at least 2 days before the meeting. Each quarter, one monthly meeting will be held at either PGE's office or CTWS's office.

5.7.1.2. Record and share meeting minutes, issues, and decisions tracking logs with attendees.

5.7.2. General Permitting Nonfederal and Nontribal Lands and Authorizations Meetings

The Contractor must attend and participate in meetings involving:

5.7.2.1. Reviewing and finalizing pre-application notices

5.7.2.2. Reviewing and finalizing land use applications

5.7.2.3. Required public hearings for permit applications

5.7.3. Permitting Federal Lands Meetings

The Contractor must attend and participate in meetings involving:

5.7.3.1. Supporting lead agency hosted scoping meeting(s) by preparing presentation materials and attending the meeting to answer questions.

5.7.3.2. Coordinating with agency on biological work plans.

5.7.3.3. Cultural Resources - Monthly meetings with involved parties (PGE, agencies, Tribes, historic preservation groups) to ensure all are on the same page and have the same understanding of survey methods, resource document content, and procedures.

5.7.3.4. Reviewing and finalizing field study plans with PGE.

5.7.3.5. Reviewing draft applications with PGE.

5.7.3.6. Reviewing and resolving key agency comments with PGE on applications.

5.7.3.7. Required public hearings for permit applications.

5.7.3.8. CTWS - Integrated Resource Management Plan and Tribal Council Approval

5.7.3.9. Project scoping and negotiating meetings with PGE and BNR

5.7.3.10. Biweekly meetings

5.7.3.11. Quarterly in-person meetings at CTWS

5.7.3.12. Reviewing BNR comments on biological work plans with PGE.

5.7.3.13. Reviewing and finalizing field study plans with PGE.

5.7.3.14. Reviewing draft applications with PGE.

5.7.3.15. Reviewing and resolving CTWS BNR comments on reports.

5.7.3.16. Public and tribal committee scoping meetings, as necessary.

5.7.4. General Task Meetings

5.7.4.1. Contractor's Project PM or SME must attend at least one public meeting per month or as necessary to address public concerns.

6. OUT-OF-SCOPE WORK [To be updated at Contract Award]

6.1. Post-construction mitigation monitoring

7. DATA EXCHANGE

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

7.1.1. Contractor's Responsibilities:

- 7.1.1.1. Document management protocols and organizational structure for the site.
 - 7.1.1.2. Meeting Minutes
 - 7.1.1.3. Monthly Reports
 - 7.1.1.4. Spatial Data for all desktop and field top surveys
- 7.1.2.PGE's Responsibilities:
- 7.1.2.1. Provide available spatial data, including current transmission line structures and access roads, and known off-reservation cultural resources and sensitive species locations from past surveys along the transmission corridor.
 - 7.1.2.2. Provide environmental surveys conducted for the Cascade Crossing Transmission Project in the 2009-2012 period.
 - 7.1.2.3. Provide environmental surveys performed for access road improvements in 2023.
 - 7.1.2.4. Store on the PGE SharePoint site or other sites, all agency communications, submittals, and approvals.
 - 7.1.2.5. Provide purpose and need statement.
 - 7.1.2.6. Provide Preliminary engineering studies.
 - 7.1.2.7. Provide existing easement information.
 - 7.1.2.8. Provide tower design and structure locations
 - 7.1.2.9. Provide existing access road inventory
 - 7.1.2.10. Provide substation expansion plans
 - 7.1.2.11. Provide one-line diagrams of existing and proposed system
 - 7.1.2.12. Provide a list of PGE internal subject matter leads and their roles and responsibilities on the project.
 - 7.1.2.13. Provide other project description information needed to coordinate with agencies.

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>The PM 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>The PM must have experience in routing, siting, ROW acquisition, public involvement, permitting, project execution and stakeholder engagement, coordinating with state and federal agencies, managing permit applications, and ensuring project schedules are met, permit applications are tracked, and</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
	negotiations are facilitated to keep the project on schedule.			
Federal Permitting SME	<p>The Federal Permitting SME is the lead for the federal permitting process.</p> <p>The Federal Permitting SME must have experience in:</p> <ol style="list-style-type: none"> 1. Environmental planning, NEPA compliance, and federal permitting, specializing in high voltage transmission lines. 2. Navigating, permitting for high profile projects and facilitating agency coordination. 3. Leading environment siting and permitting efforts and ensure successful project execution and compliance. 4. CITAP and accelerating federal environmental reviews and permitting processes for large-scale infrastructure and energy development projects. 	[To be detailed at Contract Award]	1	[To be detailed at Contract Award]
Tribal Permitting Lead	<p>The Tribal Permitting Lead must coordinate with CTWS to ensure compliance with IRMP and other applicable tribal ordinances and provide guidance and QA/QC of deliverables.</p> <p>The Tribal Permitting Lead must have experience in environmental permitting, compliance, and program implementation, public safety, mitigation, and strategic planning.</p>	[To be detailed at Contract Award]	1	[To be detailed at Contract Award]
Cultural Resource Lead	<p>The Cultural Resource Lead must co-lead cultural resources efforts.</p> <p>The Cultural Resource Lead must have experience in</p> <ol style="list-style-type: none"> 1. Cultural resource management, specializing in transmission projects. 2. Section 106 consultation, National Register of Historic Places eligibility evaluations, and tribal and agency collaboration. 	[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 contract amendment 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

Task Name	Task #	Deliverable Name	Subtasks	Deliverable
Project Management	5.1	Project Management & Governance	Project Management plan Risk Register Permit Matrix Monthly Reports Meeting Minutes	Document Document Document Document E-mail
Permitting Private and State Lands	5.2			
General	5.2.1	Permit Development Plan and Permitting Matrix	Desk Top Studies and Field Studies Land Use Pre-Applications Include regulatory required notifications and public meetings.	Document
230 kV Double Circuit Rebuild	5.2.2	Environmental Constraints Analysis	Desk Top Studies Field Studies Report and Permit Summary	GIS & Cad Files GIS & Cad Files Report
	5.2.12	Joint Permit	Wetland Delineation Concurrence Draft JPA Mitigation Plan Final JPA DEQ 401 Certification	Application Application Document Application Application
	5.2.10	Marion County Land Use Authorization	Pre - Application Meeting Land Use Application Marion County LUCS	Application Application Document

Task Name	Task #	Deliverable Name	Subtasks	Deliverable
	5.2.13	Erosion and Sediment Control Permit	Draft ESCP & Application Application with ESCP Approved Plans	Drawing Set Application & Drawing Set Drawing Set
	5.3.12	Cultural MOA (If applicable)		
	5.5.3.3	Permit Requirement Summary		Document
Lambert Substation	5.2.2	Environmental Constraints Analysis	Desk Top Studies Field Studies Report and Permit Summary	GIS & Cad Files GIS & Cad Files Report
	5.2.12	Joint Permit	Wetland Delineation Concurrence Draft JPA Mitigation Plan Final JPA DEQ 401 Certification	Application Application Document Application Application
	5.2.10	Marion County Land Use Authorization	Pre - Application Meeting Land Use Application Marion County LUCS	Application Application Document
	5.2.13	Erosion and Sediment Control Permit	Draft ESCP & Application Application with ESCP Approved Plans	Drawing Set Application & Drawing Set Drawing Set
	5.3.12	Cultural MOA		
	5.5.3.3	Permit Requirement Summary		Document
500 kV Circuit	5.2.2	Environmental Constraints Analysis	Desk Top Studies Field Studies Report and Permit Summary	GIS & Cad Files GIS & Cad Files Report
	5.2.12	Joint Permit	Wetland Delineation Concurrence Draft JPA Mitigation Plan Final JPA DEQ 401 Certification	Application Application Document Application Application
	5.2.10	Marion and Jefferson County Land Use Authorizations	Pre - Application Meetings Land Use Applications County LUCS(s)	Application Application Document
	5.2.13	Erosion and Sediment Control Permit (One 500 kV permit for Federal and State Lands)	Draft ESCP & Application Application with ESCP Approved Plans	Drawing Set Application & Drawing Set Drawing Set
	5.3.12	Cultural MOA	Section 106 Consultation	
	5.5.3.3	Permit Requirement Summary		Document
Task 3 - Permitting Federal Lands	5.3			
500 kV	5.3.2	Permitting Plan and matrix	Desk Top Studies/ Field Studies Meetings with agencies	Document

Task Name	Task #	Deliverable Name	Subtasks	Deliverable
			Include regulatory required notifications and public meetings	
	5.3.3	Draft and final Special Use Permit Applications for BLM and USFS		Application
	5.3.6	Draft and final Biological Work Plan	Scoping meetings	Document
	5.3.7	Draft and Final Survey Plans	Scoping meetings	Document
	5.3.8	Studies and Field Surveys	Desktop and Field survey data for design avoidance. Reports	Cad, PDF, KMZ and PGE ArcGIS Document
	5.3.10	Draft and final mitigation monitoring plans	Agency negotiations	Documents
	5.3.11	Draft and final operations plans and other required supporting documents for the Special Use Permit.	Agency negotiations	Documents
	5.3.15	Draft and final Environmental Assessment (EA) or Environmental Impact Statement (EIS), as applicable	Agency negotiations	Documents
	5.3.13	Fish Passage Plan (The plan to incorporate non-federal land culverts as required)	Agency Coordination	Document
	5.3.15	Draft and Final JPA	Wetland Delineation DSL Concurrence Application Mitigation & Monitoring Plan Draft JPA Final JPA	Application Document Application Application
	5.3.16.3	Erosion and Sediment Control Permit (One 500 kV permit for All Federal and State Lands)	Draft ESCP & Application Application with ESCP Permit	Drawing Set Application & Drawing Set Drawing Set
	5.3.16.3	DEQ NPDES and Air permit for concrete batch plants (Assume 3 plant locations some may be located outside federal lands)	NPDES Permit applications. DEQ Air Permits	Application Application
	5.5.3.3	Permit Requirement Summary		Document
Mt. View Switchyard	5.2.2	Environmental Constraints Analysis	Desk Top Studies Field Studies Report and Permit Summary	GIS & Cad Files GIS & Cad Files Document
	5.3.17	FERC Approval	Non-project use of project Lands	Application
	5.2.10	Jefferson County Land Use Authorization	Pre - Application Meeting Land Use Application Marion County LUCS	Application Application Document

Task Name	Task #	Deliverable Name	Subtasks	Deliverable
	5.2.13	Erosion and Sediment Control Permit	Draft ESCP & Application Application with ESCP Approved Plans	Drawing Set Application & Drawing Set Drawing Set
	5.5.3.3	Permit Requirement Summary		Document
Task 4 - Permitting CTWS Lands	5.4			
500 kV	5.4.2	IRMP Project Approval Plan	<ul style="list-style-type: none"> • Desk Top Studies/ Field Studies • Meetings with BNR • Include CTWS required notifications and public meetings 	Document
	5.4.4	Draft and final Biological Work Plan	Scoping meetings	Document
	5.4.7	Draft and Finalized Survey Plans	Scoping meetings	Document
	5.4.8, 5.5.2	Desktop and Field survey data for design avoidance	Desktop and Field survey data for design avoidance. Reports	Cad, PDF, KMZ and PGE ArcGIS Document
	5.4.8	Cultural MOA or PA		
	5.4.9	Draft and final mitigation monitoring plans; and	CTWS BNR negotiations	Documents
	5.4.9	Draft IRMP Project impact assessment	CTWS BNR negotiations	Document
	5.4.10	Other Tribal Permits and Approvals	Tribal hydrological permits under Tribal Ordinance No. 81, Cultural resources permit under Tribal Ordinance No. 68, Tribal Section 401 Water Quality Certification.	Permit Permit Certification
	5.4.11	Corps Wetland MOU		Document
	5.4.12	Erosion and sediment control Permit	Draft SWPCP & Application Application with SWPCP Approved EPA Plans	Drawing Set Application & Drawing Set Drawing Set
	5.4.13	EPA Batch Plant Evaluation	Memo	Document
	5.5.3.3	Permit Requirement Summary		Document
Other General Task	5.5	Maintain ArcGIS Online geospatial data.		Shared Site
	5.6	Construction Oversight	Contractor special conditions summaries and training Surveys, flagging monitoring cultural and sensitive areas. Regulatory notifications	Training and materials Field Work Documents Document Field Work

Task Name	Task #	Deliverable Name	Subtasks	Deliverable
			Incident response and reporting ESCP oversight Restoration oversight Weekly status reports	Field Work Documents Field Work

10. UNCERTAINTIES AND ASSUMPTIONS

10.1. As the studies progress, additional needs may emerge. As such, approximately 15% of the total contract cost for each year will be allocated to the following uncertainties and assumptions that could result in change orders. The specific tasks, deliverables, and acceptance criteria will be further detailed in Attachment I - Task Order Assignment.

10.1.1. Project schedule might be impacted due to public opposition, landowner resistance to voluntary acquiring easement, agency delays in approving permits, or new regulations.

10.1.2. Areas crossing sensitive habitats, wetlands, cultural resource sites, or tribal lands might require additional studies, consultation, and mitigation measures than originally forecasted.

10.1.3. There are no adequate mitigation measures available for identified impacts.

10.1.4. Project design readiness could delay or require additional field studies than originally forecasted.

10.1.5. There might be strong opposition to rebuilding the powerline corridor through the USFS lands, which may require more support for public outreach.

10.1.6. Fire closures/weather.

10.1.7. The federal lead agency determines that significant impacts will result from the project, an EIS might need to be prepared instead of an EA. Design changes might be required related to the transmission line alignment or access road impacts.

10.1.8. Federal agencies are under resourced resulting in coordination issues or ambiguous requirements.

10.1.9. Working with the DOE and utilizing CITAP shortens the schedule but increases permitting activities.

10.1.10. There might not be adequate room to parallel existing 230 kV easement and expand ROW without constraints.

10.1.11. Constructability review might determine that the crews in the field cannot access and build what is being proposed in the design.

10.1.12. There might be compliance issues in the field that will cause delays for surveys.

10.1.13. There might be discovery or movement of sensitive resources during construction that will require crews to mobilize and demobilize from locations.

10.1.14. Condemnation will be required on private property lands requiring additional exhibits and meetings to file a Certificate of Public Convenience and Necessity ("CPCN").

11. PROJECT SCHEDULE

Schedule	Milestone	DATE
Notice to Proceed		11/3/2025
Milestone #1	Finalized permitting matrix	12/31/2025
Milestone #2	Biological Work Plans complete	2/28/2026
Milestone #3	First year field studies complete	12/10/2026
Milestone #4	Land use applications submitted	3/30/2027
Milestone #5	All field studies complete	10/31/27

Milestone #6	All reports and applications complete and submitted	3/1/2028
Milestone #7	Obtain all permits required for construction	12/31/2028

12. GOVERNANCE MODEL

[The table below will be detailed at contract award]

Frequency	Participants - PGE	Participants - Contractor	Focus
Weekly Review	<ul style="list-style-type: none"> PGE Environmental Lead 	<ul style="list-style-type: none"> Project Manager 	<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"> PGE Environmental Team 	<ul style="list-style-type: none"> Project Manager Federal Permitting SME Tribal Permitting Lead Cultural Resource Lead 	<ul style="list-style-type: none"> Weekly performance review Resolve project delivery issues and escalations if any Address any concerns raised by stakeholders

13. ESCALATION PROCESS

13.1. 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.

14. ESCALATION MATRIX

[The table below will be detailed before contract award]

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

15. PROJECT LOCATION

- 15.1. 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. The new substation and switchyard are contemplated and might slightly alter the project location.

16. BASIS OF PAYMENT

- 16.1. The Contractor shall invoice PGE on a monthly basis for the deliverables identified in Section 9 of the SOW (which will be 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.
- 16.2. 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.
- 16.3. As a result, the total contract value for the Initial Term will not exceed \$_____ USD.
- 16.4. 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.

17. INVOICES

- 17.1. Contractor shall send invoices no more than once per month electronically to the PGE Contractor Administrator.
- 17.2. Each invoice shall:
- 17.2.1. Include the contract number
 - 17.2.2. Include the total contract sum
 - 17.2.3. Include the invoice total
 - 17.2.4. Indicate whether the work was done in support of the:
 - 17.2.4.1. New Lambert 500 kV Substation.
 - 17.2.4.2. New Lambert-Mountain View 500 kV Transmission circuit;
 - 17.2.4.3. New Mountain View 500 kV Switchyard; or
 - 17.2.4.4. Upgrading Bethel-Lambert 230 kV double circuit
 - 17.2.5. Include the tasks and deliverables performed.
 - 17.2.6. Include the date the tasks and deliverables were completed.
 - 17.2.7. 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.
 - 17.2.8. Include the key Person who completed the tasks and deliverables.
- 17.3. 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.

18. CONTRACT ADMINISTRATOR

- 18.1. 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.
- 18.2. Minor Changes need to be agreed in writing by the PGE Contract Administrator.
- 18.3. Non-Minor Changes need to be executed via a Change Order per the terms below within this SOW.
- 18.4. Contract Administrator: **[To be updated at Contract Award]**

19. CHANGE ORDERS

- 19.1. 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]**.
- 19.2. Before any change to the Services is performed, the Change Order form shall be executed by both parties.

20. ACRONYMS

APE	Area of Potential Effect
API	Area of Potential Impact
ArcGIS	Is an online geographic information system software
ARPA	Archeological Investigations Permit
ASC	Application for a Site Certificate
BIA	Bureau of Indian Affairs
BNR	Branch of Natural Resources of the CTWS
CITAP	Coordinated Interagency Transmission Authorizations and Permits
CPCN	Certificate of Public Convenience and Necessity
CTWS	The Confederated Tribes of the Warm Springs
DOE	Determination of Eligibility
DSL	Division of State Lands
EA	Environmental Assessment
EIS	Environmental Impact Statement
ESCP	Erosion and Sediment Control Plan
ESA	Environmental Site Assessment
FOE	Finding of Effect
GIS	Geographic Information System
GRIP	Grid Resilience and Innovation Partnerships
IRMP	Integrated Resources Management Plan
JPA	Joint Permit Application
MOU	Memorandum of Understanding
LUCS	Land Use Compatibility Statement
NEPA	National Environmental Protection Act
NHPA	National Historic Preservation Act
NPDES	National Pollutant Discharge Elimination System
ODFW	Oregon Department of Fish & Wildlife
PGE	Portland General Electric Company
Project	The Warm Springs Power Pathway Project

SHPO	State Historic Preservation Office
SOW	Scope of Work
THPO	Tribal Historic Preservation Office
OAR	Oregon Administrative Rule
ODEQ	Oregon Department of Environmental Quality
ORS	Oregon Revised Statute
ROW	Right-of-Way
USACE	United States Army Corps of Engineers
USDA Forest Service	United States Department of Agriculture, Forest Service
U.S. DOE	United States Department of Energy
U.S. DOI, BLM	United States Department of the Interior, Bureau of Land Management
USFWS	United States Fish and Wildlife Services
WSPWE	Warm Springs Power and Water Enterprises

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:	Environmental Permits and Land Use Authorizations to re-build the existing Bethel-Round Butte 230-kV transmission circuit to a 500 kV transmission circuit 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: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

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 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.

1. Offeror Profile

- 1.1. The Offeror must be licensed to provide environmental services involving routing and site selection, resource surveys, assessments, and plans, licensing and permitting, environmental compliance, and public involvement for transmission line projects in at least one (1) U.S. state at the solicitation closing 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.
- 1.2. The Offeror must be registered on SAM.gov and have a Unique Entity Identifier (UEI) from SAM.gov. The Offeror must provide their SAM.gov registration status and UEI number.
- 1.3. The Offeror must define their core business, mission and vision statements.
- 1.4. The Offeror must provide the following information about their company:

Background Information	Company (Headquarters)	Parent (if applicable)
Legal name of company as it appears on IRS Form W-9		
Mailing address of company as it appears on IRS Form W-9		
Country		
Federal Tax ID		
Year company was founded		
D&B Number		
Website URL		
Number of employees		
Annual revenue		

- 1.5. The Offeror must describe the competitive advantage that their company possesses over other potential companies.
- 1.6. The Offeror must provide an organization chart(s) showing an overall view of their company's organization with the names and titles of the principals of the company.
- 1.7. The Offeror must provide an outline of the corporate structure, including whether their company is currently under the control of any other corporation or organization or is actively involved in any publicly announced activity which could materially change the composition of their business (e.g. mergers and acquisitions activity, etc.).
- 1.8. The Offeror must indicate whether their company is a member of any trade associations or similar organizations. If yes, list which ones and describe what role their company plays.
- 1.9. The Offeror must indicate whether their company complies or certifies with any formal quality standards or programs (i.e. Six Sigma, ISO 9000). Please provide the type of certification, when their company was first certified, and when their company was most recently certified.
- 1.10. The Offeror must indicate whether their company acquired any companies or has been acquired by another company in the past five years? If so, please explain.
- 1.11. The Offeror must indicate whether their company has received any awards for environmental services involving routing and site selection, resource surveys, assessments, and plans, licensing and permitting, environmental compliance, and public involvement for transmission

line projects. If yes, please provide the names of the award, date it was given, and the sponsor of the award.

- 1.12. The Offeror must describe any major trends, issues and/or opportunities in the environmental, permitting, engineering, and construction services market that might be relevant to PGE.
- 1.13. The Offeror must indicate how many clients in the utilities industry have engaged their company in environmental services involving routing and site selection, resource surveys, assessments, and plans, licensing and permitting, environmental compliance, and public involvement for transmission line projects, and whether they have any insights to share that are specific to utility companies.
- 1.14. The Offeror must indicate how many total clients it currently serves.
- 1.15. The Offeror must indicate how many accounts are similar in size and scope to PGE.
- 1.16. The Offeror must indicate whether it has ever defaulted on a contract? If so, where, and why?
- 1.17. The Offeror must indicate whether there were any lawsuits against the Offeror? If yes, provide a summary and status of the lawsuit.
- 1.18. The Offeror must indicate which clients did not renew their contracts with their company during the past three years and the reasons why they were not able to retain those clients.
- 1.19. The Offeror must provide references from three active clients (in the below table) that they currently serve whom PGE may contact. Please include customers in the utility industry, if possible.

Event	Client #1	Client #2	Client #3
Company Name of Client			
Type of Organization of Client			
Client First and Last Name			
Email address of Client			
Phone number of Client			
Description of services provided to the client			
Duration of relationship with client			

- 1.20. The Offeror must provide a designated contact from their company that will receive all future communications regarding this RFP.

Information	RFP Contact Info
Name	
Title	
Email address	
Direct phone	
Cell phone	
Fax	
Mailing Address	
City	
State	
Zip Code	

2. Offeror Experience

2.1. The Offeror must have at least seven years of experience prior to the solicitation closing date working on large linear projects including energy and transmission infrastructure in the Pacific Northwest that crossed multiple jurisdictions and required coordination across federal, tribal, state, and local stakeholders.

- a. The Offeror must provide brief project summaries to substantiate seven years of experience. Each project summary must outline:
 - 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;
 - vi. The specific tasks worked on;
 - vii. The specific deliverables submitted;
 - viii. A description of the project challenges and successes;
 - ix. List of key persons and their roles & responsibilities in that 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, and telephone number. This client may be contacted by PGE for an evaluation and assessment of the Offeror's performance.

2.2. The Offeror must have at least two years of experience prior to the solicitation closing date in working with Tribal Integrated Resource Management Plans and the Bureau of Indian Affairs.

- a. The Offeror must provide brief project summaries to substantiate seven years of experience. Each project summary must outline:
 - 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;
 - vi. The specific tasks worked on;
 - vii. The specific deliverables submitted;
 - viii. A description of the project challenges and successes;
 - ix. List of key persons and their roles & responsibilities in that 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, and telephone number. This client may be contacted by PGE for an evaluation and assessment of the Offeror's performance.

2.3. The Offeror must have at least seven years of experience prior to the solicitation closing date in conducting pre-construction surveys for sensitive plants and wildlife on a large linear project.

- a. The Offeror must provide brief project summaries to substantiate seven years of experience. Each project summary must outline:

- 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;
- vi. The specific tasks worked on;
- vii. The specific deliverables submitted;
- viii. A description of the project challenges and successes;
- ix. List of key persons and their roles & responsibilities in that 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, and telephone number. This client may be contacted by PGE for an evaluation and assessment of the Offeror's performance.

2.4. The Offeror must have at least two years of experience prior to the solicitation closing date in using ArcGIS Online to develop applications, including setting up field maps and surveys for field data collection, and creating web maps and dashboards that will be used daily for project communication and collaboration.

- a. The Offeror must provide brief project summaries to substantiate seven years of experience. Each project summary must outline:
 - 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;
 - vi. The specific tasks worked on;
 - vii. The specific deliverables submitted;
 - viii. A description of the project challenges and successes;
 - ix. List of key persons and their roles & responsibilities in that 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, and telephone number. This client may be contacted by PGE for an evaluation and assessment of the Offeror's performance.

2.5. The Offeror must have at least seven years of experience prior to the solicitation closing date in environmental planning, NEPA compliance, completing an Environmental Impact Statement ("EIS"), specializing in accelerating federal environmental reviews and high voltage transmission lines.

- a. The Offeror must provide project dates and brief project summaries to substantiate seven years of experience. Each project summary 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;

- 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;
- xii. Client name, type of organization, email address, and telephone number. This client may be contacted by PGE for an evaluation and assessment of the Offeror's performance.;
- xiii. How the Offeror ensured complete and most recent resource data for analyses;
- xiv. How the Offeror ensured it included a description of the study approach to determine adequacy of the analyses and assessment of impacts; and
- xv. How the Offeror ensured it included a clear definition of measures to mitigate impacts.

2.6. **[OFFEROR MUST COMPLETE CRITERION 2.6 IF SUBMITTING A PROPOSAL FOR OPTION**

2] The Offeror must have at least three years of experience prior to the solicitation closing date in Oregon land use permitting of high voltage transmission lines including completing an Energy Facility Siting Council ("EFSC") Application for a Site Certificate ("ASC").

- a. The Offeror must provide project dates and brief project summaries to substantiate seven years of experience. Each project summary 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;
 - 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, and telephone number. This client may be contacted by PGE for an evaluation and assessment of the Offeror's performance.

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

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;
- 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, and telephone number. 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			
1	<p>TECHNICAL PERMITTING EXPERTISE AND EXPERIENCE: The Offeror's proposal should demonstrate ten (10) years of experience, within the past ten (10) years from the solicitation closing date, in completing all required state and federal permitting requirements associated with upgrading transmission lines.</p> <p>The Offeror's should describe all the following:</p> <ol style="list-style-type: none"> a) Their experience in clearly defining up front the project purpose and need statement, in reinforcing the project purpose and need through permitting, and explaining why the project must be built in the current location and provided limits on potential alternatives. b) How they were able to navigate local land use both within and outside of the EFSC process. c) How they were able to support applicants with facility siting applications, easement additions, NEPA and Endangered Species Act compliance, other biological analyses, cultural surveys, and construction monitoring to obtain SUPs for permission to use federal lands for transportation, utility systems, telecommunication installations, and facilities using the SF-299 form. 		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			
	<p>d) The defensible methodology developed to complete a project- impact assessments.</p> <p>e) How they ensured APE provides flexibility with project design.</p> <p>f) Their approach, within the IRMP process, getting through the various levels of project assessments and Tribal approval.</p> <p>g) How they helped accelerate federal agencies' review of environmental documents, such as survey plans, permit applications, and NEPA documentation.</p> <p>h) How they mitigated various changes that could arise during this Project (e.g. inaccurate GIS data and project mapping, sequencing of work around seasonal work restrictions, engineering design or schedule changes.</p> <p>i) Their experience with complex land use and natural resource mitigation planning.</p> <p>Proposal Preparation Instructions:</p> <p>Offeror should provide between three (3) and four (4) project examples to demonstrate experience in (a) - (i) collectively within the last ten (10) years from the solicitation closing date.</p> <p>Each project example will be worth a maximum of 10 points, for a total of 30 points for three (3) project examples but only the three (3) best project examples will be scored.</p>			
2	<p>PROJECT APPROACH & METHODOLOGY: The Offeror's proposal should demonstrate five (5) years of experience, within the past ten (10) years from the solicitation closing date, in navigating complex NEPA, Tribal IRMP and permitting paths to obtain decisions within a 2-year time frame.</p> <p>The Offeror's should describe all the following:</p> <p>a) How they worked with a Tribes natural resource group to obtain Tribal Council approval.</p> <p>b) The guidance that they provided on determining a federal lead agency and experience with CITAP.</p> <p>c) How they closely coordinated with multiple federal, local and state agencies, and the Tribes</p>		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			
	<p>d) How they addressed the requirements and timing of multiple different permitting processes</p> <p>e) How they maintained quality, schedule, and budget on all tasks and deliverables</p> <p>f) How they mitigated public opposition. Explain how issues were diffused with clear, accurate project information and awareness.</p> <p>Proposal Preparation Instructions:</p> <p>Offeror should provide between two (2) and three (3) project examples to demonstrate 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 15 points, for a total of 30 points for two (2) project examples.</p>			
3	<p>TEAM COMPOSITION AND QUALIFICATIONS:</p> <p>The Offeror's proposal should demonstrate the availability of sufficient personnel for the Project.</p> <p>The Offeror should:</p> <ol 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) that will be assigned to 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: <ol style="list-style-type: none"> a. Experience and capabilities in designing transmission lines; b. Ability to collaborate with owners, construction contractors, subcontractors, and other stakeholders; c. Experience in delivering successful, large-scale, high voltage electric transmission projects in the Pacific Northwest. d. Whether key staff members are within commuting distance of Portland, OR., and whether they 		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			
	could attend in-person meetings if required.			
4	<p>PLAN & APPROACH: The Offeror should provide an outline of an execution plan and a schedule for the entire Project.</p> <p>The outline should include Offeror's plan to:</p> <ul style="list-style-type: none"> a) Synchronize deliverables with major permitting milestones. How will the Offeror coordinate deliverables and ensure consistency across multiple regulatory processes (e.g. CTWS IRMP, EFSC, NEPA, Section 106 of the NEPA); b) Work with the client toward developing compromises with consulting parties without needing to alter Section 106 Programmatic Agreements; c) Adjust APE when they need to be. How will the Offeror ensure APE provides flexibility for the project design?; d) Reduce the number of resources surveyed; e) Navigate the various challenges associated with overseeing construction tasks; f) Clearly community with landowners to keep them informed of project design and schedule milestones that could affect them directly; g) Provide a sample scorecard, including key performance indicators that will demonstrate the value they will add and the savings they will provide PGE; h) Offer financial remediation options (i.e. discount structure reduction) for failure to meet requirements on time; i) Deliver process improvements to reduce expenses; j) Implement a comprehensive consultation process with the client and the Tribes to coordinate input into natural and cultural resources study plans to address tribal interests; k) Reduce the complications associated with USFS in support of facility siting applications, ROWs, NEPA and ESA compliance, other biological analyses, cultural surveys, and construction monitoring to obtain SUPs. 		20	
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.