

# **REQUEST FOR PROPOSAL**

# # PGE01-GID05-SH-010

Facilitation and Committee Management and Community Engagement Services for the Warm Springs Power Pathway Project in support of the U.S. Department of Energy ("DOE") Grant:

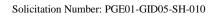
Bipartisan Infrastructure Law (BIL) Confederated Tribes of Warm Springs and Portland General Electric Regional 500kV Transmission Innovative Project

| RFP Issue Date:   | December 8, 2025   |
|---|--|
| Due Date for Offeror Questions & Requests for Clarification:                      | December 24, 2025  |
| PGE's Response to Questions & Requests for Clarification to be sent on or before: | January 12, 2026   |
| Proposals in response to RFP due by:  | January 20, 2026 at 5:00 P.M. PST                                |
|   | Late proposals will not be accepted or considered                |
| Finalists Presentation/Interviews (if requested):                                 | February 3, 2026   |
| 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   |



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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
  Section 2
  General Information: provides a general description of the RFP requirements;
  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 ("SOW")
- 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. PGE Background Information

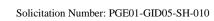
Portland General Electric ("PGE") is a vertically integrated electric utility company engaged in the generation, purchase, transmission, distribution, and retail sale of electricity in the State of Oregon. The Company's corporate headquarters is in Portland, Oregon, and the company's State-approved service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

Offeror is encouraged to visit the company website at <u>www.portlandgeneral.com</u> for more detailed information.

#### 4. General Description of RFP

PGE and the Confederated Tribes of the Warm Springs ("CTWS") require one (1) Contractor to create effective engagement processes and decision-making structures, manage and facilitate meetings, and manage and communicate with committee members for rebuilding 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 rebuild 11 miles of an existing single circuit 230-kV PGE transmission line to a double circuit 230-kV transmission line (the "Project"). This Project is in support of the DOE Grant: Bipartisan Infrastructure Law ("BIL") Confederated Tribes of Warm Springs and Portland General Electric Regional 500kV Transmission Innovative Project.

On October 18, 2023, to strengthen electric grid resilience and reliability, the 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 ("WSPWE") 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.





#### 5. Contract Duration

The initial period of the Contract is from April 1, 2026 to March 31, 2027.

PGE may elect to renew the SOW for up to four additional twelve (12) month periods under the same conditions ("Renewal Term"), provided that the final Renewal Term shall terminate no later than the date specified in the Assistance Agreement # DE-GD0000934. The Contractor agrees that, during the Initial Term and Renewal Terms of the SOW, it will comply with all provisions of this SOW. In the event PGE elects to enter into a Renewal Term, PGE shall provide Contractor with thirty (30) days prior written notice of such election. PGE and Contractor will memorialize the Renewal Term through an amendment to the SOW.

#### 6. Estimated Number of Contracts to be Awarded

Through this RFP process, PGE will select one Contractor whose proposals are most advantageous to the Project Team based on the evaluation process and factors described in this RFP.

## 7. 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.

#### 8. 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. "Intent to Award" is a written notice, advertising to whom the contract award will be awarded. This notice will be sent to all Offerors by email when a decision is made with respect to who will be awarded the contract
- c. "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.
- d. "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.
- e. **"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.

#### 9. SPOC

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

Email: <u>pgesolicitations@pgn.com</u>

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 December 24, 2025. 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 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

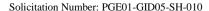
At any time, PGE may, in its absolute discretion, require that any of its documentation and materials related to this RFP be returned or destroyed by Offeror.

#### 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 U.S. DOE. 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 U.S. DOE.

## 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.

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#### 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:



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- 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. PST on the seventh calendar day after the notice of intent to award or disqualification has been sent to the Offerors by email.

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.

## The Offeror must 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. redact any information that can be used to identify the Offeror from all but the title page of each separate PDF document.

# 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-010 -On-call Community Engagement Services for the Warm Springs Power Pathway Project. Proposals are due no later than 5:00 P.M., PST on January 20, 2026. Please limit the size of the email message(s) to 10MB. Multiple emails may be used for submission, if necessary. PGE will provide confirmation of receipt of such submission via email.

Any proposal received after 5:00 P.M. PST 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.

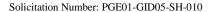
**All Costs to be Included:** The financial proposal must include all costs for the requirement described in the RFP for the entire duration of the Project. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the RFP and the 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   |
|-------------------|--|
| December 8, 2025  | RFP published on the PGE public facing website   |
| December 24, 2025 | Due Date for Offeror Questions & Requests for Clarification  |
| January 12, 2026  | PGE response to Offeror's Questions & Requests for Clarification Due   |
| January 20, 2026  | Proposals in response to RFP due <b>by 5:00 P.M.</b> , PST   |
| February 3, 2026  | Proposals are evaluated and highest-scored Offeror(s) are selected for interviews  |
| February 17, 2026 | Presentations, demonstrations, or interviews are completed, and a winning Offeror is selected in accordance with the evaluation selection methodology specified in the RFP |





| March 10, 2026 | Contract negotiations are complete and Notice of Intent to Award sent to all Offerors by email |
|----------------|--|
| March 31, 2026 | Contract Award   |

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

- (i) **Requests for clarification**: 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 U.S. DOE might 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 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 Scoring - Highest Combined Rating of Technical Score (70), Price (30), and Interview Score (TBD)

- 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 initial selection (pre-interview) will be based on the highest combined rating of technical score and price score. The score will consist of 70 points for the point-rated criteria and 30 points for price. The technical score for each responsive proposal will be determined as follows: total number of points obtained (the average of the scores from each evaluator) divided by the maximum number of points available multiplied by (a weight of) 70.
- 4. To establish the pricing score, the average hourly rate of each responsive proposal for the full 5-year duration will be prorated against the lowest average hourly rate (of all responsive proposals) for the full 5 year duration and multiplied by (a weight of) 30.
- 5. For each responsive proposal, the technical score and the pricing score will be added to determine its combined rating (pre-interview).
- 6. Neither the responsive proposal obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be selected. The responsive proposals with the highest combined rating of technical score and price score will be recommended for an interview.
- 7. After interviews, the final total score for each Offeror interviewed will be the sum of the Technical Score (70), Price (30), and the Interview Score (TBD).

The table below illustrates an example where all three proposals are responsive and the lowest average hourly rate (of all responsive proposals) is \$90, and the interview weight and scores are To Be Determined (TBD).

| Method of Award - Highest Combined Rating Technical Score (70) and Price (30) |                         |                           |                       |  |  |
|---|-------------------------|---------------------------|-----------------------|--|--|
|   | Bidder A                | Bidder B                  | Bidder C              |  |  |
| Mandatory Criteria [Pass/Fail]  | Pass                    | Pass                      | Pass                  |  |  |
| Point Rated Criteria [(Offeror's  |                         |                           |                       |  |  |
| Average Raw Technical Score out   |                         |                           |                       |  |  |
| of 100) x 70 points Weight ]  | (90/100) x 70 = 63      | (70/100) x 70 = 49        | (75/100) x 70 = 52.50 |  |  |
| Offeror's Average Hourly Rate for   |                         |                           |                       |  |  |
| the full 5-year duration  | \$130                   | \$90                      | \$100                 |  |  |
| Lowest Average Hourly Rate for  |                         |                           |                       |  |  |
| Year 1 / Offeror's Average Hourly   |                         |                           |                       |  |  |
| Rate for the full 5-year duration x   |                         |                           |                       |  |  |
| 30 Points Weight  | \$90/\$130 x 30 = 20.77 | \$90/\$90 x 30 = 30       | \$90/\$100 x 30 = 27  |  |  |
| Combined Rating of Technical  |                         |                           |                       |  |  |
| Score and Price   | 63 + 20.77 = 83.77      | 49 + 30 = 79              | 52.50 + 27 = 79.50    |  |  |
| Combined Rating of Technical  |                         |                           |                       |  |  |
| Score, Price Score, and Interview   |                         | 3rd place                 |                       |  |  |
| Score   | 63 + 20.77 + TBD = TBD  | Not Invited for Interview | 52.5 + 27 + TBD = TBD |  |  |
| Overall Rating (out of 100 +  |                         |                           |                       |  |  |
| Interview Score (TBD))  | TBD PLACE               | 3rd place                 | TBD 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 highest-scored Offerors describing the next step. An additional round of competition may consist of, but will not be limited to:

#### a. Interviews

Offerors should be prepared to provide a brief presentation of their proposal, and 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 for the work described in the SOW. At a minimum, the project manager and the key individuals responsible for delivering the services should be in attendance. Interviews might be in-person or virtually via MS Teams. PGE will provide information to the highest scored Offerors regarding time and format for the interview prior to the interview. The total interview points to be awarded, should interviews be arranged, will be determined and communicated to the highest scored Offerors before the interviews begin. At any time, PGE may dispense with the selected additional round and

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

2.cancel the solicitation.

# ANNEX A - STATEMENT OF WORK

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

# **ANNEX B - BASIS OF PAYMENT**

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

# **ANNEX C - MANDATORY EVALUATION CRITERIA**

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

| #  | MANDATORY CRITERIA  | PROPOSAL PREPARATION INSTRUCTIONS   | PASS or FAIL [To be completed by PGE] |
|----|---|---|---------------------------------------|
| M1 | The Offeror must be in good standing and registered with the Secretary of State to conduct business in Oregon.  | The Offeror must provide evidence showing that it is in good standing and registered with the Secretary of State to conduct business in Oregon.   |                                       |
| M2 | The Offeror must have an active registration status and a Unique Entity Identifier (UEI) from SAM.gov.  | The Offeror must provide their UEI number.  |                                       |
| М3 | The Offeror must have been in business for the entire five years prior to the solicitation closing date creating effective engagement processes and decision-making structures, managing and facilitating meetings, and providing communication and management of committee members for large-scale infrastructure projects, including transportation projects or projects owned by an energy or utility company in Oregon. | <ul> <li>The Offeror must provide a copy of the company's profile, which includes:         <ul> <li>Company name, address, URL for their website;</li> <li>Primary contact person's name, phone number, and email address;</li> <li>Types of services available with specializations listed;</li> <li>Locations of offices - identify which office will be the primary one for the Project; and</li> <li>Project dates and brief project summaries to substantiate five years of experience in M3.</li> </ul> </li> </ul> |                                       |

## **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:

| Score Title                                | Definition of Score  | Score # |
|--|--|---------|
| 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<br>Above<br>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                                 |  |         |
| Adequate<br>with<br>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<br>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,<br>Missing, or<br>Incomplete | Demonstrated approach that indicates significant weaknesses/deficiencies. The proposal fails to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. There is little reasonable likelihood of success; weaknesses/deficiencies are so major and/or extensive that a major revision to the proposal would be necessary.  | 0       |

## **Point-Rated Evaluation Criteria Table**

Each project example should include:

- 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 Offeror's specific tasks worked on;
- vi. The Offeror's specific deliverables submitted;
- vii. A description of the project challenges & successes;
- viii. List of Offeror's key persons and their roles & responsibilities in the project;
- ix. Original and final contract amounts;
- x. Indicate whether the project had a compressed delivery schedule. Describe how the team adapted to deliver on time; and
- xi. Client name, type of organization, email address of client, and telephone number of client. This client may be contacted by PGE for an evaluation and assessment of the Offeror's performance.

\*A complex large-scale infrastructure project means a project that is owned by a transportation, energy or utility company that encompasses a large geographic area with regulatory requirements and significant community engagement with Tribal governments, landowners, and/or federal, state, and municipal stakeholders.

| Point-Rat | ed Evaluation Criteria  |        | PGE Evalu      | ators to Complete                     |
|-----------|---|--------|----------------|---------------------------------------|
|           |   | Weight | Score<br>[0-5] | Assigned Score<br>[Score x<br>Weight] |
| PR1       | Company Experience: The Offeror's proposal should demonstrate that the company as a whole has ten years of experience, within the past fifteen years from the solicitation closing date, in creating effective engagement processes and decision-making structures, managing and facilitating meetings, and providing communication and management of committee members for a complex large-scale infrastructure project*. The Offeror should:  a. Describe their facilitation and community engagement process design;  b. Describe their facilitation principles and methods;  c. Describe their understanding of the core concerns and engagement needs of the client;  d. Explain how they helped to resolve public policy challenges through dialogue and collaboration;  e. Explain how they designed collaborative processes focused on getting to outcomes;  f. Explain their method in getting to a resolution;  g. Describe how they implemented projects where input from the public, key stakeholders, and marginalized community was critical; and  h. Describe how they helped their client navigate complex critical and often contentious issues that resulted in successful outcomes  Proposal Preparation Instructions: Offeror should provide at least three (3) different project examples to demonstrate experience in (a) - (h) collectively within the last ten (10) years from the solicitation closing date. | 40     |                |                                       |

| Point-Ra | ated Evaluation Criteria   |        | PGE Evalu      | ators to Complete                     |
|----------|--|--------|----------------|---------------------------------------|
|          |  | Weight | Score<br>[0-5] | Assigned Score<br>[Score x<br>Weight] |
|          | Each of the three (3) projects will be given a score from 0 to 5.  Then the Proposal Evaluators will take the average of the three   |        |                |                                       |
|          | scores to get the average score for point rated criterion PR1.   |        |                |                                       |
| PR2      | Project Approach: The Offeror should demonstrate its ability to manage from start to finish the following work described in Annex A - Statement of Work:  a. Strategic advising, initiative design and project management  b. Stakeholder engagement and planning  c. Communications content and messaging review  d. Virtual and in-person event management  e. Stakeholder and public engagement summary  The Offeror's proposal should outline an execution plan and a schedule for all the work described in the Statement of Work.  The outline should include:  a. all the major and minor tasks and deliverables required to complete the work;  b. any unique solutions or insights on the work. Identify opportunities and challenges;  c. their approach in carrying out the work with a Tribal government, the Confederated Tribes of the Warm Springs;  d. a schedule that identifies key milestones and deliverable dates for all phases of the work;  e. identify major risks, including impacts and potential mitigation measures that could be implemented to reduce risks;  f. describe how the work would be executed and who would have primary responsibility for its timely and professional completion; and  g. the availability of sufficient personnel for the work who have skills, capabilities, and experience in complex large-scale infrastructure projects*. If more than one resource will complete the work, then the Offeror should provide an organizational chart identifying the team's structure and position titles. The chart should include all resources (including subcontractors) anticipated for the work and their specific roles and | 30     |                |                                       |
|          | responsibilities.  |        |                |                                       |
| PR3      | Supporting Staff Experience: The Offeror should demonstrate that its supporting staff have 5 years of experience, within the past 10 years from the solicitation closing date, in completing all the work described in the Statement of Work for a complex large-scale infrastructure project*. The Offeror should:  a. submit detailed resumes of individuals (including subcontractors) proposed to fill key positions and how much time each supporting staff will dedicate to this Project  b. explain how each supporting staff member:  i. supported their clients in providing outreach activities around Oregon;  ii. supported their clients in developing a stakeholder engagement plan that lays out the  | 15     |                |                                       |
|          | process and framework for the advisory group to develop goals and actions; iii. helped the community understand the purpose and need as well as gather feedback  |        |                |                                       |

| Point-R | ated Evaluation Criteria   |        | PGE Evalua     | tors to Complete                      |
|---------|--|--------|----------------|---------------------------------------|
|         |  | Weight | Score<br>[0-5] | Assigned Score<br>[Score x<br>Weight] |
|         | on potential impacts for complex large-scale infrastructure projects*; and iv. helped clients positively and productively plan for change  |        |                |                                       |
|         | <b>Proposal Preparation Instructions:</b> Offeror should provide at least three (3) different project examples to demonstrate experience in (i) - (iv) collectively within the last ten years from the solicitation closing date.  |        |                |                                       |
|         | Each of the three (3) projects will be given a score from 0 to 5.<br>Then the Proposal Evaluators will take the average of the three scores to get the average score for point rated criterion PR3.  |        |                |                                       |
| PR4     | Project Manager Experience: The Offeror should demonstrate that its Project Manager has 10 years of experience within the past 15 years from the solicitation closing date in leading and serving as the primary point of contact for creating effective engagement processes and decision-making structures, managing and facilitating meetings, and providing communication and management of committee members for a complex large-scale infrastructure project*. The Offeror should: | 15     |                |                                       |
|         | a. submit a detailed resume of the Project Manager b. explain how the Project Manager: i. Led and coordinated the tasks; ii. Ensured that the work is completed on time, within the scope and the not-to-exceed amount specified in the contract;  |        |                |                                       |
|         | iii. Harnessed strong trust and relationships, cultivating cross-sector partnerships and developing inclusive engagement efforts across multilingual/multicultural communities;  |        |                |                                       |
|         | iv. Developed the group's stakeholder engagement plan, onboarded advisory group members, managed ongoing member outreach, developed materials, and facilitated meetings;   |        |                |                                       |
|         | v. Facilitated Section 106 consulting meetings with Tribes, federal agencies, state agencies and commissions, local agencies, and private landowners;  |        |                |                                       |
|         | vi. Planned, organized, hosted, and managed virtual and in-person events including developing forums and agendas for open houses, workshops, canvassing, ribboncuttings, project tours, etc.; and  |        |                |                                       |
|         | vii. Worked with Tribal communities to support engagement on technical projects  |        |                |                                       |
|         | <b>Proposal Preparation Instructions:</b> Offeror should provide at least three (3) different project examples to demonstrate experience in (i) - (vii) collectively within the last fifteen years from the solicitation closing date.   |        |                |                                       |
|         | Each of the three (3) projects will be given a score from 0 to 5. Then the Proposal Evaluators will take the average of the three scores to get the average score for point rated criterion PR4.   |        |                |                                       |

#### 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 solicitation and PGE's contract template, including the terms outlined in the Federal Grant Requirements for Contractors;
- 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;
- 6. Has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any required subcontract;
- 7. And ny of its personnel proposed to perform any work under the Contract are not foreign nationals. If they are, they must comply with all requirements for participation and access approval;
- 8. Agrees that no part of the work under this contract will be performed on foreign soil;
- 9. 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;
- 10. 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;
- 11. that PGE will not be responsible for any errors or omissions in this proposal or for any costs or expenses in preparing this proposal;
- 12. Is authorized to bind Offeror to this proposal and to any contractual agreement resulting therefrom;
- 13. 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;
- 14. 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. Notwithstanding restricted legends to the contrary, 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;

- 15. Acknowledges that it and its employees, approved subcontractors or agents may, in the course of performing their responsibilities under the Contract resultant of this solicitation, 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;
- 16. 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 solicitation;
- 17. Warrants that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension";
- 18. 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;
- 19. Represents and warrants that it has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months;
- 20. 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;
- 21. Acknowledges that PGE may incorporate the solicitation, and any other information submitted by the Offeror into a resulting contract between the parties;
- 22. 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".
- 23. Declares and certifies the award of this contract and the project activities to be funded by this contract, create no potential or actual conflict of interest, as defined below:

| 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            |  |
| Data                            |  |

# **ANNEX F - NON-COLLUSION CERTIFICATION**

| behalf (                                  | hat I am(title) of(name of firm) and that I am authorized to make this affidavit on of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices and ount of this proposal.   |
|---|---|
| l state t                                 | hat:  |
| 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.   |
| represe<br>propos                         | hat(name of firm) understands and acknowledges that the above entations are material and important and will be relied on by PGE in awarding the contract for which the sal is submitted. I understand and my firm understands that any misstatement in this certification is and shal ted as fraudulent concealment from PGE of the true facts relating to the submission of proposals for this st.   |
| SIGNA                                     | TURE OF AUTHORIZED REPRESENTATIVE   |
| constitu<br>accurat<br>fraudul<br>Offeror | on authorized to make legally binding commitments on behalf of the Offeror must sign below. Signature utes a representation that reasonable and prudent inquiry has been made to ascertain the true and the basis of all statements. Statements which a person knows or has reason to know are false, fictitious, or the entimal or civil penalties, as prescribed in 18 USC 1001 and 31 USC 3802(a)(2). The entity PGE of any changes that occur in any of the representations or certifications during any any contract period. |
| Name o                                    | of Primary Representative:  |
| Title of                                  | Representative:s, City, State, Zip Code:  |
| Addres                                    | ss, City, State, Zip Code:  |
| Pnone  <br>E-mail:                        | number:   |
|   | ized Signature  |
| Date                                      | zed Signature   |
|   |   |

#### 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.