

PORTLAND GENERAL ELECTRIC COMPANY

REQUEST FOR PROPOSAL AMENDMENT NO. 2

Engineering Design for the Summit-Meadows Wildfire Mitigation UG Conversion Project

RFP Number	PGE01-GID55-SH-001
Amendment	No. 2

Purpose of This Amendment

This Amendment revises the RFP, Annex A – Statement of Work (SOW), and Annex B – Basis of Payment to align the solicitation documents with PGE’s responses to Offeror questions and requests for clarification. The revisions remove the active-contract disclosure requirement; clarify Professional Engineer stamping requirements and survey, utility-coordination, and traffic-control responsibilities; revise construction-support responsibilities relating to outage planning, switching coordination, and construction sequencing; and require cost traceability for work performed before and after grant execution.

OFFEROR ACTION REQUIRED: Review each change below and incorporate all applicable requirements and assumptions into the Proposal.

1. Changes to the RFP

REPLACE	Section 1 - Definitions - “Intent to Award” (page 8)
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Current text

g. “Intent to Award” is a written notice identifying the intended Contract awardee. This notice will be published on the PGE website.

Replace with

g. “Intent to Award” means a written notice identifying the Offeror that PGE intends to award the Contract. PGE will issue the Intent to Award notice to Offerors by email.

DELETE	Section 3.3 - Technical Proposal, “Disclosure of Active PGE Contracts” (page 16)
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Delete the subsection titled “Disclosure of Active PGE Contracts” in its entirety. Offerors are not required to provide a list of current or historical PGE contracts, purchase orders, master service agreements, task orders, or other engagements as part of their Proposal.

ADD	RFP Section 3.4 - Financial Proposal (add new subsection titled “Grant Cost Traceability”)
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The 5% Design Package is included in the total lump-sum price and shall not be priced as a separate payment milestone. Offerors shall describe their proposed method for maintaining contemporaneous cost records sufficient to identify when Project costs are incurred, including costs associated with the 5% Design Package. The method shall support segregation of costs incurred before and after the grant execution date identified by PGE, including when a payment milestone begins before and ends after that date. This information is required for grant documentation and cost-allocation purposes and will not change the lump-sum pricing or milestone-payment structure.

Responsiveness Requirements

REPLACE

Section 4.1 - Responsiveness Requirements (page 18)

Current text

Responsiveness Requirements: To be deemed responsive, a Proposal must:

- i. Comply in all material respects with the requirements of this Solicitation; and
- ii. Satisfy all Mandatory Evaluation Criteria.

Proposals that do not satisfy both conditions above may be declared non-responsive and will not be evaluated further.

Replace with

Responsiveness Requirements

To be deemed responsive, a Proposal must:

- 1. Comply in all material respects with the requirements of this Solicitation; and
- 2. Satisfy all Mandatory Evaluation Criteria.

Proposals that do not satisfy both conditions above will be declared non-responsive and will not be evaluated further, except that PGE may waive a minor informality or immaterial irregularity in accordance with this Solicitation.

REPLACE

Section 4.2 - Technical Evaluation (page 18)

Current text

Mandatory Evaluation Criteria: The Proposal must meet all Mandatory Criteria identified below. To demonstrate compliance, the Offeror must provide the documentation specified in the "Proposal Preparation Instructions" column for each criterion. Offerors should address each Mandatory Criterion separately and provide a cross-reference to the applicable page(s) in their Proposal.

A Proposal that fails to satisfy a Mandatory Evaluation Criterion will be deemed non-responsive and will not proceed to point-rated evaluation. PGE may waive only a minor informality or immaterial irregularity in accordance with this Solicitation.

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

Replace with

Mandatory Evaluation Criteria: Each Proposal will be reviewed to determine whether it meets all Mandatory Evaluation Criteria identified in Annex C. Requirements expressly identified in Annex C as Mandatory Evaluation Criteria are pass/fail requirements. A Proposal that fails to satisfy a Mandatory Evaluation Criterion will be deemed non-responsive and will not proceed to point-rated evaluation. PGE may waive only a minor informality or immaterial irregularity in accordance with this Solicitation.

Point-Rated Evaluation Criteria: Requirements contained in Annex D are point-rated and will be evaluated in accordance with the scoring methodology stated in Annex D. Failure to fully address a Point-Rated Evaluation Criterion may result in a reduced score but will not, by itself, render a Proposal non-responsive, unless the Solicitation expressly states that failure to comply with a particular requirement will result in non-responsiveness.

Reference Checks: PGE may conduct reference checks for any Offeror at any stage of the evaluation process. Reference checks may be conducted using references provided by the Offeror or through other sources known to PGE.

Information obtained through reference checks may be considered as part of PGE's responsibility determination and overall evaluation of the Offeror.

If PGE is unable to successfully contact one or more references provided by the Offeror, PGE may request alternate references. Failure of a reference to respond shall not, by itself, render a Proposal non-responsive.

2. Changes to the SOW

CLARIFY

Section 3.1 / Figure 8 Constructability Review Requirement

The requirement for the Contractor to obtain a constructability review and design input from a qualified civil contractor applies only to the segment between Pole D3907C-40 and Vault D3918A-423. This requirement does not apply to the remainder of the Project unless otherwise directed by PGE.

REPLACE

Section 6.1.12 - Survey Responsibilities

Delete Section 6.1.12 and replace it with the following:

Contractor shall coordinate with and submit requests to PGE Survey for property-related survey information required to support design activities, including property-line delineation, right-of-way identification, and easement requirements. PGE Survey shall retain responsibility for planning and executing those property-related survey activities. Contractor shall remain responsible for field verification, potholing, and any other existing-condition surveys or investigative activities necessary to complete the Services and support design development, unless otherwise directed by PGE in writing.

ADD

Section 6.1 - Project Requirements (add new Section 6.1.22)

6.1.22 Contractor shall identify potential conflicts involving third-party utilities and shall contact and coordinate with third-party utility owners as necessary to obtain utility information, verify existing facilities, and support the design effort. Contractor shall provide the design information reasonably necessary to support resolution of identified conflicts. PGE shall lead coordination with third-party utility owners regarding required relocations, conflict resolution, communications-provider coordination, and required approvals, unless otherwise directed by PGE in writing.

CLARIFY

Section 7.5.18 - Traffic Control Plans

Traffic control plans required under Section 7.5.18 are part of Contractor's base scope. The traffic control plans shall be provided as part of the IFC Package and are not anticipated to be developed through a future Change Order, except to the extent a Change Order is otherwise warranted under the SOW.

DELETE / REPLACE

Section 7.6.5 - Construction Support

Delete Section 7.6.5 in its entirety and replace it with the following:

7.6.5 Contractor shall provide reasonable design support during construction, including furnishing design information, responding to design-related questions, evaluating field conditions, and preparing necessary design clarifications or revisions in accordance with Section 7.6.6. PGE and the construction contractor shall retain responsibility for construction sequencing, outage planning, switching coordination, switching operations, and system operations.

ADD

Section 7.7 - Design Specifications (add at the end of the section)

The ODOT bridge attachment, including applicable attachment design, calculations, and supporting engineering documentation, shall be signed and sealed by an Oregon Professional Engineer. No other Project Deliverables are anticipated to require a Professional Engineer seal unless required by an applicable permitting or regulatory agency.

ADD**Annex A, Section 14 - Milestone Deadlines (add new Section 14.5)**

14.5 Milestone Timing and Grant Execution. A Project Milestone may begin before and be completed after the Grant execution date identified by PGE. The value assigned to a Milestone shall not be used as the sole basis for determining the portion of costs incurred before or after Grant execution. Contractor shall maintain contemporaneous records sufficient to identify the timing of actual costs incurred in performing the Services, including work associated with the 5% Design Package.

CLARIFY**Annex A, Section 17.1 - Milestone-Based Payment**

The 5% Design Package is not a separately priced or separately payable Milestone. All costs associated with the 5% Design Package are included in the total lump-sum compensation and the Milestone payment amounts stated in Section 17.1. Contractor shall nevertheless maintain the cost records required by Sections 14.5 and 18.1 so costs associated with work performed before and after grant execution can be identified for grant documentation and cost-allocation purposes.

ADD**Annex A, Section 18.1 - General Invoice Requirements (add at the end of the section)**

For grant documentation and cost-allocation purposes, Contractor shall maintain and, upon request, provide records that segregate actual Project costs incurred before and after the grant execution date identified by PGE. Records shall identify, as applicable, the date incurred, Project Section, design milestone, major labor category, labor hours, subconsultant costs, direct costs, and other significant cost components. If a Milestone spans the grant execution date, Contractor shall allocate the supporting cost information based on when the underlying work and costs were incurred rather than based solely on the Milestone completion or invoice date. This reporting requirement does not modify the lump-sum prices, Milestone payment percentages, or Contractor's obligation to complete the Services for the agreed compensation.

4. Changes to Annex B - Basis of Payment

REPLACE**Pricing Sheet, Offeror Instructions, Item (h) - Milestone Cost Breakdown**

Delete Item (h) and replace it with the following:

h. Milestone Cost Breakdown and Grant Cost Traceability: In addition to completing Table 1, the Offeror shall submit an itemized cost breakdown for each Project Section and milestone. The breakdown shall identify the major labor categories, estimated labor hours, subconsultant costs, direct costs, assumptions, and other significant cost components included in the proposed lump-sum price for each milestone. The breakdown shall separately identify the estimated cost associated with the 5% Design Package, even though the 5% Design Package is not a separately priced or separately payable milestone. The cost breakdown shall also describe the Offeror's method for tracking actual Project costs by date incurred so that costs incurred before and after the grant execution date identified by PGE can be segregated, including when a milestone begins before and ends after that date. The cost breakdown is required for proposal evaluation, contract administration, change order evaluation, and federal grant funding documentation. The information is for informational and administrative purposes only and shall not alter the Offeror's responsibility to perform the Services for the proposed lump-sum prices.

ADD**Pricing Sheet, Notes following Table 1 (add new Note 3)**

(3) Although the 5% Design Package is not shown as a separate pricing line or payment milestone in Table 1, the detailed pricing breakdown shall separately identify the estimated cost associated with the 5% Design Package for each applicable Project Section. This separate identification is for grant documentation and cost-allocation purposes only and does not create a separate payment entitlement.

REPLACE**Pricing Sheet, Explanatory Language, Item 2**

Delete Item 2 and replace it with the following:

2) The 5% Design Package is a required Deliverable but is not a separately compensated Milestone. Compensation for the 5% Design Package shall be included in the Total Lump Sum Price. The Offeror shall separately identify the

estimated cost associated with the 5% Design Package in the itemized cost breakdown required by Item (h), solely for grant documentation and cost-allocation purposes.

REPLACE**Pricing Sheet, Explanatory Language, Item 5**

Delete Item 5 and replace it with the following:

5) The Offeror shall provide an itemized cost breakdown supporting each milestone price for each Project Section, including major labor categories, estimated labor hours, subconsultant costs, direct costs, and other significant cost elements used to develop the proposed lump-sum pricing. The breakdown shall separately identify the estimated cost associated with the 5% Design Package. The selected Contractor shall maintain contemporaneous records sufficient to segregate actual Project costs incurred before and after the grant execution date identified by PGE. If a milestone spans the grant execution date, costs shall be allocated based on when the underlying work and costs were incurred, rather than solely on the milestone completion or invoice date. The itemized cost breakdown and supporting records may be used by PGE for proposal evaluation, invoice review, grant documentation, and Change Order negotiations. These requirements do not modify the lump-sum nature of the Contract pricing or the milestone-payment structure.

ADD**Pricing Sheet, Offeror Certification (add new acknowledgments)**

Add the following acknowledgments:

- The Offeror acknowledges that the 5% Design Package is included in the Total Lump Sum Price but must be separately identified in the itemized cost breakdown for grant documentation and cost-allocation purposes.
- The Offeror acknowledges that, if selected, it must maintain records sufficient to segregate actual Project costs incurred before and after the grant execution date identified by PGE, including for milestones that span that date.

5. Effect of Amendment

This Amendment forms part of the Solicitation. If this Amendment conflicts with the originally issued RFP, Annex A – Statement of Work, Amendment No. 1, or any other previously issued solicitation document, this Amendment controls. Except as expressly revised by this Amendment, all other terms and requirements of the Solicitation remain unchanged.

END OF AMENDMENT NO. 2