



**Portland General Electric**  
121 SW Salmon Street • Portland, OR 97204  
portlandgeneral.com

May 16, 2025

Public Utility Commission of Oregon  
Attn: Filing Center  
201 High Street, S.E.  
P.O. Box 1088  
Salem, OR 97308-1088

**Re: UM 1020 – Portland General Electric Company’s Request for Proposal for Program Administrator for Residential and Small Commercial Voluntary Renewable Habitat Support Option**

Portland General Electric Company (PGE) submits the draft of its Request for Proposal (RFP) for a Program Administrator for the Residential and Small Commercial Voluntary Renewable Habitat Support Option. PGE’s current contracts expire December 31, 2025. PGE is filing this draft to give stakeholders the opportunity to provide any feedback on the draft document before it is released to bidders. It must be noted that this document is a draft only and is not a finalized RFP.

The Renewable Habitat Support option is available to participants in PGE’s Green Future Choice and Green Future Block programs. Participants contribute \$2.50 per month to a Habitat Support Fund that focuses on native fish habitat restoration projects within PGE’s service area, within the license boundary of or downstream of a PGE hydroelectric project, on land or water within or adjoining a PGE transmission line right of way (ROW), or on parcels adjacent to or underlying other PGE resources. This fund is administered by a third-party program administrator, for which this RFP seeks bids.

Stakeholders will be invited by Public Utility Commission of Oregon Staff to file written comments on this draft RFP before it proceeds to a Public Meeting. PGE is targeting a June 24 approval date for this RFP so the final RFP can be released to bidders in late June or early July. Stakeholders should submit written comments on PGE’s draft RFP documents no later than June 2, 2025.



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Should you have any questions or comments regarding this filing, please contact Casey Manley at (503) 464-8250. Please direct all formal correspondence and requests to the following email address [pge.opuc.filings@pgn.com](mailto:pge.opuc.filings@pgn.com)

Sincerely,

*\s\ Jaki Ferchland*

Jaki Ferchland  
Sr. Manager, Rates and Regulatory Affairs  
Pricing, Tariffs and Power Costs

cc: Eric Shierman, OPUC  
Sarah Hall, OPUC



**REQUEST FOR PROPOSAL**

#350

*for*

Habitat Support Fund 2025

6/25/2025

DRAFT

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## SECTION 1: INTRODUCTION

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### Introduction

Portland General Electric Company (PGE) is Oregon's largest electric utility and has provided electricity to customers in the northern Willamette Valley since 1889. Headquartered in Portland, Oregon, PGE has nearly 135 years of experience in the generation, transmission and distribution of electricity, supplying power to a population of over 1.9 million people, with approximately 862,000 residential and more than 105,000 commercial customers within a 4,000 square-mile service territory, including 51 Oregon cities. (2016 PGE Quick Facts)

As an investor-owned utility, PGE is regulated by the Oregon Public Utility Commission (OPUC) under its Orders and is also subject to the Federal Energy Regulatory Commission's (FERC) Affiliate Restrictions and Standards of Conduct. These rules, generally, prohibit PGE from providing preferential treatment, unfair competitive advantage, or non-public proprietary utility information to PGE's affiliates. In connection with performing the services as described in this RFP, Bidder will be expected to comply with all affiliate rules that may apply.

Please visit the company web site at [www.portlandgeneral.com](http://www.portlandgeneral.com) for more detailed information. A service area map depicting PGE's service coverage area as well as other pertinent company information may be found on the company web site under the "Our Company" tab.

### General Description of Request

Portland General Electric Company (PGE) seeks your proposal for Habitat Support Fund 2025 ("RFP").

The term "Bidder" shall mean any person or company receiving this RFP or submitting a proposal in response to this RFP.

### PGE Representative

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

Pitipon Rodruan & Ian Berdie  
Portland General Electric  
121 SW Salmon Street,  
Portland, OR 97204  
Phone: (503) 913-9269  
Email: [pitipon.rodruan@pgn.com](mailto:pitipon.rodruan@pgn.com)

To ensure timely and adequate consideration of your proposal, Bidders are asked to limit all contact, whether verbal or email, pertaining to this RFP, to the designated PGE Representative above for the duration of the RFP process. Failure to comply with this request will compound the complexity of this project and may jeopardize PGE's ability to meet the timeline. Bidders who are currently engaged with PGE as part of their existing services are asked to limit communication with PGE to existing services. Any communication to other PGE individuals regarding this RFP without the approval of the PGE Representative may immediately disqualify Bidder. Your full support is greatly appreciated.

### Questions

Questions should be consolidated into one submittal in the attached PGE Question and Response Form and sent to the PGE representative above by the question deadline as indicated in the RFP Timeline below. Confirmation of receipt will be provided. Only questions received by the question due date will be

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responded to, and all questions and their associated responses will be provided to all Bidders involved. It is Bidder's sole responsibility to ensure that no confidential information is provided within the questions, and Bidder agrees and understands that this information will be shared with all Bidders involved. Bidders will receive responses to those questions that PGE is able to answer by the answer date denoted in the RFP Timeline below.

## **PGE Philosophy**

PGE is committed to its Core Principles of Safety & Health, Continuous Improvement, Ethical Business Practices, Diversity & Inclusion, Community Investment, and Environmental Stewardship. We can only achieve success as a company and as individuals by adhering to these values and complying with the laws, rules and regulations that apply to our business. It is critical that all of our employees and contracted suppliers do this every day.

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## **SECTION 2: SCOPE OF WORK**

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### **Detailed Description of Project**

This RFP is to select a Bidder to administer grants on behalf of PGE from the Habitat Support Fund. Portland General Electric ("PGE") has offered Green Future Choice and Green Future Block for 25 years and participants in those programs may enroll in Habitat Support. Habitat Support participants contribute \$2.50 per month to a Habitat Support Fund that focuses on projects within PGE's service area, within the license boundary of or downstream of a PGE hydroelectric project, on land or water within or adjoining a PGE transmission line right of way (ROW), or on parcels adjacent to or underlying other PGE resources.

Native fish habitat restoration is broadly defined and can include (but is not limited to): in-stream restoration, watershed assessment, acquisition of conservation easements from private parties to protect anadromous species habitat, riparian planting, streambank stabilization, barrier removal, vegetation removal, monitoring activities, public outreach, and educational efforts. Funds cannot be used for political advocacy, litigation, or the acquisition of water rights. Bidders should note that changes to the structure of Green Future's Habitat Support Fund are subject to review and approval by the Oregon Public Utilities Commission.

### **Incorporated Documents**

The following documents are hereby incorporated into this RFP by reference.

1. Portland General Electric Master Purchase Agreement
2. PGE Requirements Document (PRD)
3. Submittal Part 1- Proposal Letter (*Bidder to complete*)
4. Submittal Part 2- General Requirements (*Bidder to complete*)
5. PGE Question and Response Form (*Bidder to utilize*)
6. Pricing Exhibit (*Bidder to complete*)
7. PGE Statement of Work Template (*Bidder to complete*)
8. Supplier Diversity Spend Plan Template (*Bidder to complete*)

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## Statement of Confidentiality

This document may contain proprietary and confidential information. All data submitted is provided in reliance upon the recipient's agreement not to use or disclose except in connection with its business dealings with PGE. The recipient of this document agrees to inform its present and future employees who receive or have access to the information contained in this document of its confidential nature, and to instruct each employee that he or she must not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by, the public. The recipient of this document agrees that it will not duplicate or permit others to duplicate any material contained herein except for its own internal use.

**BY ACCEPTING THIS DOCUMENT, RECIPIENT AGREES TO BE BOUND BY THE FOREGOING STATEMENT.**

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## SECTION 3: PROPOSAL REQUIREMENTS

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### RFP Timeline

The following dates have been established as milestones for this RFP. PGE reserves the right to modify or change this timeline at its absolute discretion. Bidders who are responding to this RFP should time their correspondence with PGE in accordance with these milestone dates.

Date	Activity
June 25, 2025	RFP issued to Bidders via Coupa
June 27, 2025	Bidder acknowledgement of intent to bid via Email
July 16, 2025	Bidders submit questions via email <b>by 2:00 PM</b> , Pacific Time
July 18, 2025	PGE's responses to questions released to all Bidders via email
July 23, 2025	RFP responses <b>due by 2:00 PM</b> , Pacific Time
August 6, 2025	RFP Stakeholders to review and evaluate proposals, check references, and determine finalist candidates (if necessary)
August 6, 2025	Finalist Bidder Presentations (if necessary)
August 27, 2025	Contract Award

### Presentation

PGE may request that the Bidder delivers an Onsite/Online presentation for their proposed response. Bidder should follow the tentative agenda outlined below:

Presentation Requirements – Please provide any presentation materials 48 hours prior to any scheduled Presentation.

Agenda:

- Introductions
- Agenda Topics
- Q&A

### Complete Proposal

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Each Bidder's proposal will be evaluated on the completeness of the information provided. For full consideration, each proposal must respond to all mandatory requirements below or it may be deemed non-responsive.

## Proposal Format

Please provide the following information completely and accurately and in the format provided. The purpose of this format is to allow PGE to evaluate the Bidder responses quickly and accurately and to help ensure the Bidders have responded fully to the requirements. Compliance to this format will enable us to locate the required information for verification and analysis.

## List of Required Submittals

A complete proposal includes submittal of the documents listed in Submittal Parts 1 - 3, as follows:

### Submittal Part 1

#### Proposal Letter (Return in PDF format)

Bidder must complete and sign the Proposal Response Letter included with this RFP. A copy of this letter must be submitted to the identified PGE Representative upon submitting your company's proposal.

### Submittal Part 2

#### Proposal General Requirements (Return in PDF format)

Bidder must complete the General Requirements form included with this RFP. A copy of this material must be submitted to the identified PGE Representative upon submitting your company's proposal. Project resource resumes/bios shall be included with the proposal as a separate attachment to the RFP response. Bidder shall also provide a completed Supplier Diversity Spend Plan as a part of the RFP response.

### Submittal Part 3

Bidder must provide the following information in separate documents from the Proposal Letter and General Requirements. Upon award, the information included with this submittal will be considered to become part of the final contract documents.

1. Completed Portland General Electric Statement of Work Template. (separate Word document)
2. Complete Pricing Exhibit (separate document)
3. Terms and Conditions:
  - Purchase agreement(s) that result from this RFP, if any, shall be governed by the Terms and Conditions accompanying this RFP, which is incorporated herein by this reference. If Bidder has already executed an Agreement which may serve to cover the goods or services contemplated by this RFP, Bidder should include a copy of their existing Agreement as part of the response.
  - Bidders should state clearly if they fully agree with PGE's Terms and Conditions, and any revisions and/or exceptions proposed by Bidder to PGE's Terms and Conditions must be submitted in a redline markup of the PGE Terms and Conditions Word file and returned with the proposal.
  - The extent and nature of any exceptions will be considered in the evaluation process and will be scored accordingly; as PGE expects aggressive timelines to expedite the work or materials associated with the RFP, Bidder's response to the Terms and Conditions that indicates a

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potentially protracted negotiation, and thereby a negative impact on those expected timelines, will be negatively evaluated.

- Bidder's separate terms and conditions are not considered specific exceptions and will not be accepted. PGE's Terms and conditions may be negotiated, but EXCEPTIONS to the terms and conditions that accompany this Request for Proposal must be submitted with pricing information.
- Any final written agreement will govern all aspects of a relationship between Bidder and PGE and nothing herein shall be interpreted otherwise. No person has authority to bind PGE or interpret the rights of prospective Bidders either through this document or through any other oral or written statements not found within the final, written agreement.
- Any exceptions to the Terms and Conditions submitted by Bidder after the deadline for the RFP response will be rejected by PGE, and Bidder's continued insistence on such exceptions may be grounds for Bidder's disqualification.
- Bidder shall not substitute, nor use a preprinted reference to Bidder's general terms and conditions in lieu of PGE's Terms and Conditions. Any proposal received with such substitution shall be considered non-responsive and may be subject to rejection.

#### 4. Payment Terms:

Bidder shall quote one of PGE's preferred payment terms below. Quoted payment terms and associated discounts will be considered in the commercial evaluation.

- Virtual Card, NET 15
- Net 45 Days, paid via ACH

### Submission of Proposals

Bidders shall upload the required submittal documents and any relevant supplementary materials via Coupa no later than July 22, 2025 at 2pm Pacific Time on proposal due date. Confirmation of receipt will be provided via email.

**Any proposal received after 2:00 P.M. PST on the bid due date shall be considered non-responsive, and may be excluded from award consideration. It is the Bidder's sole responsibility to ensure that delivery of the proposal is made before the specified due date and time. Delivery in any other mode, method or manner and to any other PGE location shall NOT constitute compliance with the RFP Submittal Requirements set forth herein. Failure to comply with this requirement shall result in the disqualification of Bidder's submittal for this RFP.**

**IF NO RECEIPT CONFIRMATION IS PROVIDED, BIDDER SHALL ASSUME THAT THEIR RESPONSE HAS NOT BEEN RECEIVED AND ENSURE PROPER RECEIPT PRIOR TO THE BID DUE DATE.**

### Alternate Proposals

Bidder must submit a proposal in full compliance with this RFP. Bidder may also submit an alternate proposal, or propose alternate features, which Bidder believes will meet the basic objectives of the service described in this RFP and which is cost-effective for PGE. Such alternate proposal or features must be documented separately so it will not be confused with the base proposal. PGE will evaluate all alternate proposals and alternate features which it deems to be in its best interest.

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## SECTION 4: RFP EVALUATION

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### Bidder Selection Process

PGE will evaluate Bidder's proposal and other pertinent information to arrive at an award decision. Bidder's entire proposal will be reviewed for responsiveness to the RFP and for clarity and conciseness of the information presented. PGE will review the information presented to determine which proposal best meets PGE's criteria.

PGE will evaluate each Bidder's proposal in a number of general areas, including:

- The completeness of the proposal in addressing all topics covered by the RFP
- Bidder's experience and past performance with clients that are similar in size, scope and complexity to PGE, subject to the references checked by PGE
- The effectiveness, efficiency, innovativeness and creativity of Bidder's proposed configuration of services
- Bidder's willingness to assign and retain experienced resources to support PGE
- Bidder's willingness to accept liability for all services, even to the extent agreed upon services may be performed by subcontractors
- Competitive pricing
- Project planning status and schedule: Clearly describe the potential habitat restoration projects along with the benefits and potential impacts. Based on projected funding, indicate the timeline for implementing and completing the projects.
- Selection Process Considerations: Describe the selection process for projects upon which Habitat Funds are proposed to be spent. The selection process should consider the following factors: connection to PGE's service area, technical credibility, meaningful habitat benefits, and level of external stakeholder involvement as well as the approach for providing Portland General Electric input in the project selection process.
- Partnership: Describe the Bidder's process for generating support from the community for environmental mitigation projects. Provide documented examples of community support for projects your organization has directed or been involved with, demonstrate how community support was obtained, and describe the diversity of partnerships engaged by your organization to achieve successful project outcomes.
- Permitting and Monitoring: Describe the anticipated permitting process and the planned methods to monitor permit compliance through completion.
- Roles and Responsibilities. Outline roles and responsibilities in terms of working with PGE to offer consumers a Habitat Support rider to the renewable options. Indicate the level of staffing that would be dedicated to select projects, support the mitigation product, and provide education and improve public awareness of the product.
- Project Selection and Impact. Identify potential projects that exist within PGE's service/generation area in Oregon and identify their benefits and potential impacts. Based on projected funding, indicate the timeline for implementing and completing these projects.
  - Alternatively, propose a project selection process that ensures technical credibility, meaningful habitat benefits, and some level of external stakeholder involvement. Include other participants, if any, and a typical timeline for project selection and implementation.
- Funding Leverage. Identify the availability of matching money that would expand or accelerate the completion of projects. Identify the minimum level of funding required to fund and complete a typical restoration project. Indicate whether PGE customer contributions can qualify as a charitable contribution and therefore be tax deductible. Indicate how your

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organization could assist customers in deducting their contributions from taxes owed (e.g., on-line forms).

- **Accountability and Control Procedures.** Describe accountability process including how the funds are used (i.e. % spent on project selection, contracting, implementation, communications, and administration).
- **Marketing and Communications.** Define Bidder's process to communicate about restoration projects in progress and completed to PGE's customers so there is clear understanding of how their funding is used. Identify benefits including customer impact and acceptance. Identify joint (with PGE) or singular (on your own) marketing activities you can offer that will increase awareness of and customer participation in the program. Provide examples of community projects – for example, sample marketing materials, press releases, online presence, or community presentations.
- **Experience.** Describe the Bidder's experience working with mitigation projects and in communications and marketing on environmental issues (i.e., years, projects, staff experience, and relationships with other relevant organizations). Include documented information that demonstrates track record and benefits provided to surrounding communities and the environment because of these projects.

PGE expects to reach agreement on the business relationship it will have with its Bidder prior to the approval of the successful Bidder. Therefore, in addition to the other criteria identified in this section of the RFP, it will be necessary for the Bidder to:

- Provide a market-competitive fee proposal to PGE
- Reach agreement with PGE on all key aspects of the contractual relationship

## Validity of Proposal

Due to the duration of the evaluation, approval, and procurement processes at PGE, proposals are required to be valid for a minimum of one-hundred eighty (180) days following the deadline for submission of the proposal. A proposal may not be modified, withdrawn or canceled by the Bidder for a 180-day period following the deadline for submission of the proposal. The Bidder so agrees to this condition by submission of the proposal.

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## SECTION 5: ADDITIONAL REQUIREMENTS

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### PGE Supplier Code of Conduct

PGE expects all suppliers to adhere to the Supplier Code of Conduct. The PGE Supplier Code of Conduct can be found on the Portland General website at <https://www.portlandgeneral.com/suppliers>. Submission of a proposal in response to this request for proposal is taken as evidence that you have read and understand the document.

### PGE Third Party Risk Management

To help strengthen Portland General Electric's relationship with our suppliers, manage risk and ensure compliance with mandated laws and regulations, PGE has implemented a Third-Party Risk Management (TPRM) program . Any award for construction work stemming from this RFP will require compliance with the TPRM program requirements.

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## **SECTION 6: GENERAL PROVISIONS**

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### **Disclaimer**

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. Furthermore, the scope of this RFP may be revised at the option of PGE at any time, or this RFP may be withdrawn or canceled by PGE at any time. PGE reserves the right to waive formalities and to add, modify, or delete items, requirements, terms or conditions prior to making the award whenever it is deemed to be in PGE's best interest. Notwithstanding any other provision of this RFP, Bidder is hereby specifically advised that this RFP is an informal solicitation of information only, and is not intended to be (nor is it to be construed as) engaging in formal competitive bidding pursuant to any statute, code, ordinance, rule, or regulation. Therefore, PGE shall not be obligated by any responses received by PGE or by any statements or representations, whether oral or written, that may be made by PGE, and PGE reserves the unqualified right to reject any or all proposals submitted hereunder for any reason whatsoever. PGE SHALL BE HELD FREE FROM ANY LIABILITY RESULTING FROM THE USE OR IMPLIED USE OF THE INFORMATION SUBMITTED IN ANY RESPONSE TO THIS RFP. Submission of a response shall constitute the Bidder's acknowledgment of this notice and the Bidder's acceptance of this disclaimer. PGE reserves the right to engage in parallel negotiations with some or all of the Bidders that respond to this RFP.

PGE reserves the right to verify all information provided by Bidder via direct contact with the Bidder prior clients and prior personnel, and the Bidder must agree to provide and release necessary authorizations, if required, for PGE to verify any of the Bidder's previous work and the Bidder's qualifications to perform this work. Misstatements of experience, qualifications and scope of prior work may be grounds for disqualification of the Bidder. PGE reserves the right to amend the schedule of RFP activities, as it deems necessary.

### **Eligibility and Transfer**

This RFP is intended for the sole use of the recipient to which it is addressed and may contain confidential, personal and/or privileged information. Please notify the PGE Representative immediately if you are not the intended recipient of this RFP, and do not distribute, or take action relying on it. Only those individuals, companies, and corporations having received this RFP document directly from PGE are eligible to submit a response. The invited party may not transfer its right, nor transfer this RFP document, to any other individual, company, corporation, or subsidiary without prior notification to, and expressed consent of, PGE.

### **Qualification of Personnel**

Subject to and in accordance with applicable law, Bidder shall have, prior to assigning an individual as Bidder personnel or a subcontractor and at Bidder's sole expense, appropriately verified, represent and warrant to PGE, that the personnel or subcontractors proposed in response to this RFP, performing the Services or providing the Deliverables, have the requisite qualifications, education, technical certifications and education degrees to perform the Services and provide the Deliverables in a competent, workmanlike manner in accordance with the applicable standards relevant to the Scope of Work described herein.

### **Reservation of Rights**

This is a request for proposal and is in no way to be construed as a commitment to purchase goods or services on the part of PGE. Even though the Bidder's proposal may be rejected, PGE reserves the right to use any of the concepts or ideas contained therein without incurring any liability.

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PGE reserves the right in its absolute discretion to select the successful Bidder for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or to not award any contract as a result of this RFP.

PGE reserves the absolute right to withdraw this RFP, by written notice, or to reject any or all proposals submitted in response to this RFP. PGE further reserves the right to accept proposals from one or more prospective Bidders. PGE shall not incur any liability whatsoever by reason of such withdrawal, rejection, or acceptance.

### **Return of Materials**

At any time, PGE may, in its absolute discretion, require that any or all of its documentation and materials be returned or destroyed by Bidder.

### **Proposal is not Proprietary**

All proposals and any other materials submitted in response to this RFP (including proposals, drawings and other data) will become the property of PGE and may be returned only at PGE's sole option and at the prospective Bidder's expense. PGE assumes no obligation regarding confidentiality of all or any portion of a proposal or any other material unless the prospective Bidder clearly designates their response as containing proprietary information by selecting the option "CONFIDENTIAL INFORMATION: Do not disclose." In such event, PGE's sole responsibility shall be limited to maintaining the confidentiality of the information to the same extent that it maintains its own proprietary information.

### **Errors and Omissions**

Should the Bidder discover any material ambiguity, conflict, discrepancy, omission, or other error in this RFP, please immediately notify the PGE Representative in writing of such discovery with a request of modification or clarification of this RFP, and cite the specific paragraph in question.

PGE solely reserves the right to determine the materiality of such discovery or question. If, in the opinion of PGE, such discovery or question may cause an ambiguity in the bid responses, PGE shall issue an Addendum to amend the RFP, extend the RFP due date if necessary, and/or provide answers to questions received in writing or clarifications to remove the ambiguity. Otherwise, PGE reserves the right to negotiate minor exceptions, irregularities, or errors in the RFP and/or the bid responses.

### **Confidentiality of Response**

Notwithstanding any labeling as confidential, all information submitted in Bidder'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 Bidder, unless a nondisclosure agreement has been executed between PGE and Bidder with respect to such information. Bidder should not submit any information unless absolutely necessary to understand and evaluate its response. If such confidential information is submitted pursuant to an executed nondisclosure agreement, PGE and its affiliates shall not be liable for the disclosure of information that (i) is or becomes publicly available; (ii) was known to PGE or an affiliate at the time of its receipt; (iii) is disclosed inadvertently despite the exercise of the same degree of care as PGE uses to protect its own similar information; (iv) is independently developed by PGE or an affiliate; or (v) is obtained from a third party that has a right to disclose the information.

### **Ownership of Work Product**

All documentation and work product submitted by Bidder in its response shall become the exclusive property of PGE, including without limitation all ideas, concepts, models, plans, designs, drawings, projections, specifications, computer programs and other items developed or compiled by Bidder

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specifically for this RFP, except only as may be specified in an agreement executed between PGE and Bidder.

### **Competitive Bidding**

PGE encourages free and open competition among Bidders; therefore, each Bidder must guarantee that its quoted prices have been established without collusion with other Bidders or informed parties and without any effort to preclude PGE or its affiliates from obtaining the lowest possible competitive price. Whenever possible, specifications, bid invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of PGE and the accomplishment of a sound economical operation. At no time shall PGE be considered to be under any obligation or commitment to purchase any products or services from any Bidder to the RFP until after a contract has been signed. The award, if any, will be made to the Bidder whose overall proposal is determined to be the most advantageous to PGE. Notwithstanding the foregoing, this RFP is only an informal solicitation of data and information, and is not intended nor should it be construed as formal competitive bidding pursuant to any statute, code, ordinance, rule or regulation.

### **Code of Ethics**

Upon receipt of the RFP through the final selection by PGE, the Bidder 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 either party is expressly prohibited. This prohibition is equally applicable to either party's officers, employees, agents or immediate family members. Failure to comply with this policy will disqualify a Bidder from participation.

### **Non-Discrimination**

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

### **Preparation & Presentation Costs**

Bidder 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 meetings.

### **Bidder's Responses**

PGE reserve the right, in its absolute discretion, to accept or reject any or all responses to this RFP, to waive formalities, and to make exceptions to the specifications and requirements contained in this RFP. No Bidder shall have an automatic right to submit revisions to its original response, and PGE, in its absolute discretion, may accept or reject any such revision.

### **Prime Contractor and Subcontractors**

PGE reserves the right to accept or reject any subcontractor the Bidder may include in its proposal. The prime contractor and all subcontractors and related services must be clearly identified in the Bidder proposal.

### **Publicity**

Any publicity, announcement or other disclosure regarding this RFP, Bidder's response or subsequent communications with PGE may only be made with the prior written authorization of an officer of PGE, which PGE may withhold in its absolute discretion. Neither this RFP nor any subsequent contract shall confer on any Bidder the right to use the name "Portland General" or "PGE" (either alone or in conjunction with or as part of another word or name), or any other name or designs of any of its subsidiary or affiliated

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companies (a) in any advertising, publicity or other disclosures, (b) to express or imply any endorsement of Bidder's products or services, or (c) for any other purpose or in any other manner.

### **Compliance with Applicable Laws**

Submission of a response to this RFP shall constitute Bidder's acknowledgment and acceptance of all of its provisions, including a warranty that such response and any contract negotiations will comply with all laws as well as judgments, orders, decrees or consent agreements with any governmental agency or court relating to the manufacture, promotion, advertising, marketing, sale or pricing of any product or service to be furnished to PGE or its affiliates.

### **Non-Disclosure**

In order to respond to this RFP, a Bidder must agree to the following provision.

Unless PGE otherwise consents, Bidder shall not, for a period of two (2) years after the date of the issuance of any Purchase Agreement based on this RFP, disclose to or use for the benefit of any third party, any information provided by PGE as a part of this RFP process.

A similar provision will be included in the successful Bidder's Purchase Agreement that restricts Bidder's disclosure of information about any Purchase Agreement issued as a result of this RFP.

Further, Bidder shall not include in any proposal submitted hereunder, or in any documentation submitted as a part of any such proposal, proprietary or confidential written data without the prior written consent of the PGE Representative unless specifically required by the Purchase Agreement.

A similar restriction will be included in the Purchase Agreement that prohibits including proprietary or confidential information as part of a deliverable without PGE's consent. If PGE agrees to accept proprietary or confidential information, then PGE will agree to make reasonable efforts, to the extent allowed by law, to keep in confidence and not to disclose to any third party, without the prior written consent of Bidder, the confidential or proprietary information of Bidder provided that any drawing or other document that contains this proprietary or confidential information is clearly marked by Bidder to indicate that the information is confidential or proprietary. Such information shall be protected by the same industrial security procedures as are used by PGE in protecting its own trade secrets and confidential data and shall be examined by and disclosed to only such persons as may require such information in the course of their duties. PGE's obligation of nondisclosure shall terminate two (2) years after the date of the Purchase Agreement.

Notwithstanding the other provision of the Purchase Agreement, or any confidential or proprietary markings placed on documents by Bidder, PGE shall not be prohibited from disclosing to third parties information which is required to perform the services provided hereunder, enhance service reliability or add to, or maintain the services acquired by PGE pursuant to this Purchase Agreement, so long as PGE secures the agreement of the third party in writing to use the information for only such purposes and to otherwise restrict disclosure as provided above.

The obligation to maintain the confidentiality of a party's confidential or proprietary information, pursuant to this Section, "NON-DISCLOSURE," shall not apply to information which was: (i) in the public domain prior to the party's receipt of the data or has subsequently become part of the public domain, (ii) in the party's possession prior to its receipt of the data and was not acquired directly or indirectly from the other party, or (iii) received from a third party which the party reasonably believes has no obligation of confidentiality.