



Portland General Electric Company
121 SW Salmon Street • Portland, Oregon 97204
PortlandGeneral.com

October 2, 2007

Filing Center
Oregon Public Utility Commission
550 Capitol Street NE, Suite 215
Salem, OR 97301-2551

Re: UM 1345: PGE Request for Proposals for Energy Resources

Attached are an original and one copy of PGE's final Request for Proposals for Independent Evaluator (RFP-IE) for PGE's Request for Proposals for Energy Resources (RFP). PGE filed a draft of the RFP-IE on September 18, 2007, and also sent the draft to participants in PGE's Integrated Resource Plan (Docket LC 43) process, as well as to the Northwest Independent Power Producers Association. PGE received suggestions on the draft RFP-IE from the Industrial Customers of Northwest Utilities (ICNU) and we have incorporated several of these in the final RFP-IE, which is attached.

Concurrent with this filing, PGE is sending the final RFP-IE to Merrimack Energy Group, Global Energy Decisions, Energy and Environmental Economics, Inc., and Navigant Consulting, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick G. Hager", is written over a faint, larger version of the same signature.

Patrick G. Hager
Manager, Regulatory Affairs

Attachment

Cc: Lori Koho (OPUC)
Richard George
Brian Kuehne
UM 1345 Service List

Portland General Electric Company's (PGE)
Request for Proposals ("RFP")
for
Independent Evaluator for PGE's
2008 Request for Proposals for Energy Resources

Proposals Due: October 16, 2007
4:00 PM Pacific Daylight Time

Issuing Entity: Portland General Electric

Contact: Dorothy Sosnowski
RFP Project Manager

Telephone: (503) 464-8260
Fax: (503) 464-2605

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I. INTRODUCTION:

Portland General Electric Company (“PGE”) is seeking to acquire up to 410 MWa of energy products of all resources and types during the period from 2008 to January 2012 through its 2008 Request for Proposals for Energy Resources (“2008 RFP”). PGE’s 2007 Integrated Resource Plan (“IRP”) identifies a preferred energy resource portfolio that includes up to 192 MWa of power purchase agreements of 6-10 year terms, and an additional up to 218 MWa of renewable energy resources that meet the requirements of Oregon’s Renewable Energy Standard, as defined in SB 838. The 2008 RFP will not have a utility-developed Benchmark Resource. A separate capacity RFP will be issued in late 2008 or early 2009; however, the capacity RFP is not included in the IE’s scope of work as defined herein.

A. Purpose:

The purpose of this solicitation is to assist the Oregon Public Utility Commission (“OPUC”) Staff in recommending an Oregon Independent Evaluator (“IE”) for PGE’s 2008 RFP for the OPUC’s consideration. The IE must be independent of the utility and potential bidders, and also be experienced and competent to perform all IE functions identified in the competitive bidding guidelines. PGE will contract directly with the OPUC-selected IE (see Attachment B / Draft Copy PGE Professional Services Agreement).

B. Background.

The OPUC recently issued updated guidelines on competitive bidding. See Order No. 06-446 at <http://apps.puc.state.or.us/orders/2006ords/06%2D446.pdf>. The PGE 2008 RFP is subject to the updated guidelines. The guidelines are also attached to this RFP as Attachment C. The IE must be independent of the utility and potential bidders, and must also be experienced and competent to perform all IE functions identified in these competitive bidding guidelines.

Guideline No. 7 lays out three criteria for RFP approval: (1) the alignment of the utility’s RFP with its acknowledged IRP; (2) whether the RFP satisfies the OPUC’s competitive bidding guidelines; and (3) the overall fairness of the utility’s proposed bidding process.

Regarding the first criterion, PGE’s most recent IRP is at http://www.portlandgeneral.com/about_pge/current_issues/energy_strategy/pge_irp_2007.pdf. PGE expects the OPUC to acknowledge its 2007 IRP in early 2008.

Regarding the second and third criteria, Guideline 10 lays out the general role of the IE: “The IE will oversee the RFP process to ensure that it is conducted fairly and properly...” See Guidelines 6, 7, 8, 9, 10, 11 and 13 for the IE’s duties in more detail. Guideline 5 lays out the IE selection and contracting process.

C. Contract Term and Amendments.

The Contract is anticipated to be for an initial term of ten (10) months, with the option to renew on a month-to-month basis until the IE’s participation in the 2008 RFP process is completed. The IE must be available according to the schedule established by the OPUC.

D. Estimated Schedule of Events.

Release Independent Evaluator RFP.....	October 2, 2007
Inquiry Deadline	October 9, 2007
Response Deadline.....	October 16, 2007
OPUC Staff Report recommending IE selection posted at http://www.puc.state.or.us/PUC/meetings/index.shtml	November 6, 2007
OPUC issues order selecting Oregon Independent Evaluator and directing PGE to contract with the selected IE as soon as reasonably possible.....	November 20, 2007

NOTE: All dates are subject to change.

E. OPUC Contact

Contact:	Lori Koho
Mailing Address:	Public Utility Commission of Oregon 550 Capitol Street NE, Suite 215 Salem, OR 97301-2551
Telephone:	(503) 378-6117
Fax:	(503) 373-7752

F. Reservation of Rights.

PGE reserves the right in its sole discretion to:

1. Amend this RFP for any reason or cancel this solicitation without liability if cancellation would be in the public interest;
2. Reject any or all Proposals received in response to this RFP, without liability. PGE is not responsible for any costs incurred by Proposer in connection with submitting Proposals, and all Proposers who submit a Proposal do so solely at their own expense;
3. Waive any minor irregularity, informality, or non-conformance with the provisions or procedures set forth in this RFP, and to seek clarification of each Proposal if necessary;
4. Contact any or all references submitted with the Proposal.

G. Solicitation Addenda.

PGE may revise this RFP prior to the RFP closing date. PGE will not waive, alter, modify, supplement or amend the terms of this RFP in any manner except by written addenda issued by PGE in the same manner as the original RFP was advertised. Any purported changes, additions, interpretations or clarifications to the RFP that are issued in any manner other than as described above will not be effective, and Proposer shall not rely upon such information.

H. Proprietary Information.

1. All information submitted by a Proposer will be considered public information unless the Proposer requests that information be treated as confidential, and the information is considered exempt under ORS 192.501 or 192.502. If a Proposer declares any information contained in its bid submittal to be confidential, the Proposer must specifically identify those sections containing such information as "Confidential Information" and briefly explain how and why the information is exempt from disclosure to the public pursuant to ORS 192.501 or 192.502. Specifically, any documents submitted and any documents exchanged between the parties that contain Confidential Information shall be marked on the outside as containing Confidential Information, and each page upon which Confidential Information appears must be marked as containing Confidential Information. The Confidential Information should be clearly identifiable to the reader wherever it appears. All copies submitted, as well as the original proposal, must be marked in this manner. The request must also include the name, address, and telephone number of the person authorized by the Proposer to respond to any inquiries by PGE concerning the confidential status of the materials. PGE agrees to treat such information as confidential and to submit such information to the OPUC and other parties pursuant to a protective order.

2. In addition, Proposer agrees that certain OPUC-authorized entities must be allowed to review such materials.

II. SCOPE OF WORK:

A. Deliverables

1. IE Assessment of PGE's 2008 RFP Design

Due when PGE submits its final draft 2008 RFP to OPUC for approval (estimated to be six to eight weeks after PGE's execution of the IE contract, or by January 21, 2007) - see Guideline 6. The assessment should take into account the OPUC's goals (page 2 of the order) and the three criteria for RFP approval (Guideline 7) and specifically address Guidelines 6, 7, 8, 9, 10, 11 and 13. The assessment should address the evaluation criteria, methods, and pro forma contracts included with the 2008 RFP. The assessment also should review the adequacy, accuracy and completeness of all solicitation materials to ensure compliance with the OPUC's competitive bidding order and consistency with accepted industry standards and practices.

2. **Status Reports** – To be filed with the OPUC:

- i. Twenty-one calendar days after bidder eligibility screening is completed, noting any unresolved issues that could impair the equity or appropriateness of the bid selection process.
- ii. Twenty-one calendar days after PGE selects its initial short-list, detailing the results of PGE's initial screening evaluation. Include a description of the bids and provide an assessment of the company's selection of the initial short-list, including rationale for eliminating bids. This status report will be provided to the OPUC under seal or on a highly confidential basis.

3. **IE Closing Report**

Due 21 calendar days after PGE has selected the final short-list of bids (before any acknowledgment proceeding on the final short list of bids). As part of the Closing Report, the IE will make its detailed bid scoring and evaluation results available to the utility, OPUC staff and interested, non-bidding parties in PGE's 2008 RFP docket subject to the terms of a protective order. See Guideline 11. The Closing Report will provide the IE's detailed assessment of the company's selection of the final short-list of bids, including all aspects of the solicitation process and the IE's involvement, observations, conclusions and recommendations. The reasons and basis for a) ranking bids, b) selecting a bid, and c) rejecting proposals are to be fully detailed in the Closing Report.

The Closing Report will also include an analysis of whether or the extent to which: 1) the resources selected minimize long-term costs for PGE's retail customers taking into consideration overall system costs and risks, transmission availability and constraints, and resource diversity, 2) the solicitation process was fair, 3) screening factors and weights were applied consistently and comparably to all market bids and ownership options, 4) credit and security requirements, liquidated damages provisions, warranties and other similar requirements were appropriately applied to bid evaluation and appropriately affected the outcome of the solicitation process, 5) all reasonably available data and information necessary in order for a potential bidder to submit a bid was provided, 6) the IE was provided with or given access to all data, information and models relevant to the solicitation process in order to permit full and timely scoring, testing and verification of assumptions, models, inputs, outputs, and results, 7) confidentiality claims and concerns between the IE and PGE were resolved in a manner that preserved confidentiality as necessary, yet permitted dissemination and consideration of all information reasonably necessary for the bidding process to be conducted fairly and thoroughly, and 8) the evaluation was performed consistent with the OPUC-approved competitive bidding guidelines.

The report also will include results from the tasks listed below and from Guidelines 10(d) and 10(e) of Order No. 06-446:

a. Scores for bids - The IE's independent scoring of all or a sample of the bids to determine whether the selections for the initial and final short-lists are reasonable.

b. Comparison of utility and IE scores – Comparison between PGE's and the IE's scoring and evaluation of the competing bids, following a meeting(s) with PGE to

attempt to reconcile and resolve any scoring differences. Include an explanation of the reconciliation process and any remaining differences.

In the Closing Report, the IE will be required to disclose any known conflict of interest regarding any of the actual bidders.

B. Other Activities*

1. Confer with OPUC Staff as needed on the IE's duties - See Guideline 5. May be performed in-person, by phone or by e-mail.
2. In consultation with OPUC Staff, participate in additional meetings with parties, hosted by Staff, related to final short-list selection or any request for acknowledgment of final short-list.
3. Participate in the pre-bid conference (anticipated 15 days after draft 2008 RFP issuance) and make a presentation to communicate the IE role in the process. Participate in any additional pre-bid conferences.
4. Review PGE's 2008 RFP screening for bidder eligibility.
5. Participate in an OPUC public meeting (if any) to review the OPUC's decision on RFP approval, based on the IE's assessment of PGE's 2008 RFP design.
6. Monitor all aspects of the solicitation process through the acknowledgment process for the final short-list of bids, including the following:
 - i. 2008 RFP screening
 - ii. Communications between Proposer and PGE before and after proposals are due
 - iii. Any requested bidder updates
 - iv. Any amendments to the 2008 RFP issued by PGE
 - v. Evaluation and ranking of responses
 - vi. Selection of the initial short-list of bids
 - viii. Selection of the final short-list of bids
7. Audit the evaluation process and validate that evaluation criteria, methods, models, and other solicitation processes have been applied consistently and appropriately to all bids. Verify assumptions, inputs, outputs and results are appropriate and reasonable.
8. Verify the basis for selection of the initial short-list of bids (See Guideline 9(a))
 - i. Verify that the price score is calculated as the ratio of the bid's projected total cost per megawatt-hour to forward market prices, using real-levelized or annuity methods.
 - ii. Verify that the non-price score is based on resource characteristics identified in PGE's acknowledged 2007 IRP Energy Action Plan (e.g., dispatch flexibility, resource term, portfolio diversity, etc.) and conformance to the standard form contracts attached to the

* Meetings with staff to occur in Salem, Ore.; meetings with PGE to occur in Portland, Ore., as requested

2008 RFP. (Note: The utility must allow bidders on the final short-list to negotiate mutually agreeable final contract terms that are different from ones in the standard form contracts. See Guideline 6.)

9. Verify the basis for selection of the final short-list of bids (See Guideline 9(b))
 - i. Verify the results of modeling the effect of candidate resources on overall system costs and risks.
 - ii. Verify that the portfolio modeling and decision criteria used to select the final short-list of bids are consistent with the modeling and decision criteria used to develop PGE's acknowledged 2007 IRP Energy Action Plan.
10. Advise PGE and OPUC Staff of any issue that might reasonably be construed to affect the integrity of the solicitation process and provide PGE an opportunity to remedy the defect identified. Advise OPUC Staff of significant changes or unresolved issues as they arise.
11. If the 2008 RFP results include ownership options, independently score all or a sample of the bids to determine whether the selections for the initial and final short-lists are reasonable. Based on an initial sample of bids, the IE should use its judgment regarding whether independent scoring of all bids is appropriate, in consultation with OPUC staff.
12. Compare the IE's and PGE's scoring and evaluation of the competing bids and attempt to reconcile and resolve any scoring differences.
13. Participate in OPUC proceedings on acknowledgment of the final short-list of bids, if PGE requests such acknowledgment – See Guideline 13. Participation would include oral comments at an OPUC public meeting or hearing.

III. PGE'S ANTICIPATED 2008 RFP SCHEDULE TIMELINE

- January 21, 2008 - PGE submits final draft 2008 RFP to OPUC for approval
- March 21, 2008 (up to 60 days after final draft 2008 RFP is filed) - PGE issues 2008 RFP
- May 2, 2008 (Six weeks from issuance) – Bidder responses due
- Minimum of 12 weeks from date Bidder responses due – PGE's initial short list is complete
- TBD – OPUC consideration of acknowledgment of PGE's final short-list of bids (if requested by PGE)

IV. INDEPENDENCE AND CONFLICTS OF INTEREST:

In the above referenced Order No. 06-446, the OPUC directed that the IE must be independent of the utility and potential bidders. The following are minimum requirements that must be demonstrated by Proposers:

- **Proposer shall disclose all business conducted with PGE or its affiliates, past or present.**
- **Proposer shall disclose any conflict, or potential conflict of interest, that might arise during the course of the project, including any potential bidders in PGE's 2008 RFP.**
- **The bidder shall be experienced and competent to perform all IE functions identified in the competitive bidding guidelines.**
- **The bidder shall demonstrate its experience and competence in assessment, evaluation, and monitoring related to competitive bidding for electricity supplies.**

V. PROPOSAL CONTENTS

Proposer must include the following in the Proposal:

A. Independence and Conflicts of Interest

Proposer shall provide all information deemed necessary to fully comply with Article IV above.

B. Proposer Staff Organization

Each Proposal shall explain the Proposer's staff organization and responsibility hierarchy of staff to be assigned to the 2008 RFP review. Such assignments and responsibilities shall be broken down and described by task. Proposer shall highlight illustrations of relevant prior experience on similar projects.

C. Required Submittals.

1. Detailed response containing:
 - a. A complete narrative of the Proposer's assessment of the work to be performed, the Proposer's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Proposer's understanding of performance expectations. Clearly indicate any options or alternatives proposed.
 - b. A specific point-by-point response by task number (e.g., "A1"), in the order listed in the Detailed Scope of Work, to each requirement in the RFP.
 - c. Cost proposal - All-inclusive fixed costs for each task in the Detailed Scope of Work by pricing area, as specified in Attachment A.
2. Qualification and expertise of staff proposed for this project.
3. Experience and competence in assessment, evaluation and monitoring related to competitive bidding for electricity supplies. Such experience should include evaluating power supply alternatives including production cost modeling to evaluate cost and risk.
4. Work samples demonstrating such expertise and competence, including work samples demonstrating the Proposer's willingness and ability to work independently of utilities and to rigorously review, evaluate and critique utility RFPs for energy resources.
5. Performance references for similar projects.
6. Conflict of interest declaration – Identify any conflict, or potential conflict of interest, that might arise during the course of the project.
7. Disclose any past, current or anticipated future relationship with or work for PGE. This disclosure should specify the date, nature and scope of any such relationship or work.

Note: An oral presentation by a bidder to clarify a proposal may be required.

D. Cost Proposal Requirements:

The information requested in this section will be used by the PUC to evaluate the reasonableness of the overall project quotation. The Proposer must estimate the major cost categories and hours associated with each task. **As a minimum requirement, each Proposal shall contain the following:**

- Personnel costs, itemized and broken down by: (a) personnel category (i.e. project manager etc.), (b) names of personnel in each category to be used, (c) estimated hours for each task, (d) rates per hour for each person, and (e) subtotal for personnel cost.
- Itemized cost of materials, supplies and copies and a subtotal for these elements.
- Fully itemized transportation and related costs, itemized and broken down by at least: (a) travel, (b) lodging, (c) meals and other costs, and (d) a subtotal for transportation and related costs.

VI. PROPOSAL REQUIREMENTS

Two (2) copies of each Proposal, one of which must bear the original signature, must be received no later than **4:00 PM Pacific Daylight Time on Tuesday, October 16, 2007**. Proposals received after this time and date will not be accepted. PGE also requests that a copy of the proposal be submitted electronically (suggested via PDF in email or on CD).

Proposals shall be addressed to:

Dorothy Sosnowski
Portland General Electric
121 SW Salmon Street 3WTCBR06
Portland, OR 97204

Telephone: (503) 464-8260
Fax: (503) 464-2605
dorothy.sosnowski@pgn.com

Each proposal shall be submitted in the format outlined in this section. Each proposal shall be submitted prepared on standard 8 ½ inch by 11 inch paper, duplex printed (2 sided). Each proposal shall be stapled or bound separately. **THE PROPOSAL MUST BE ORGANIZED IN THE SAME ORDER AS THE INFORMATION REQUESTED IN THIS RFP.** PGE may reject any proposal that fails to follow these instructions.

VII. SCORING CRITERIA

From the information submitted in accordance with Article V, Proposal Contents, and client references, the Evaluation Committee (see Article VIII) will score Proposals based upon the following:

A. Understanding of the Scope of Work:

A maximum of one hundred (100) points are assigned to this section. Understanding of the scope of work and the Deliverables (see Article II.A) that will meet it including, but without limitation:

1. The Proposer's description of the tasks in its Deliverables (50).
2. Whether the Proposer appears to have sufficient knowledge and understanding of the functions to be performed (50).

B. Demonstrated Ability of Proposer to Perform the Proposed Work:

A maximum of three hundred (300) points are assigned to this section. Demonstrated training, experience and ability of the Proposer and its individual staff member(s) that will be assigned to the project to perform the proposed work, including, but without limitation:

1. Specific experience reviewing an RFP for Energy Electricity Resources (200 points).

2. Experience evaluating another type of Electricity Resource RFP or other related experience (100 points).

C. The Soundness, Professionalism and Feasibility of the Proposer's Methodology:

A maximum of two hundred (200) points are assigned to this section. The soundness, professionalism and feasibility of the methods and techniques which shall include data collection, data analysis, project management and planning.

D. Price Proposal:

A maximum of four hundred (400) points are assigned to this section. The cost of the project, the overall elements of that cost and the overall appropriateness of the cost in relation to the project as proposed (see Attachment A).

1. The cost of the project, the overall elements of that cost (200 points).
2. The overall appropriateness of the cost in relation to the project as proposed (200 points).

VIII. PROCESS FOR SELECTION

A. Evaluation.

1. Initial Review: PGE and OPUC staff will review all Proposals to ensure that all prescribed provisions and procedures have been met. Proposals that do not meet all prescribed Mandatory Qualifications, solicitation procedures and requirements may be rejected and eliminated from the selection process. Proposals meeting the prescribed solicitation procedures and requirements will be forwarded to an Evaluation Committee composed of OPUC staff, PGE, and interested non-bidding parties.
2. Evaluation Committee Process: Each member of the Evaluation Committee will independently review and score each Proposal. After each member of the Evaluation Committee has reviewed and scored each Proposal, the Evaluation Committee will discuss their findings and develop consensus scores for each Proposal based on criteria listed above.
3. Scoring: The entity or individual submitting the highest overall scoring Proposal shall be recommended to the OPUC for its consideration.
4. Recommendation to OPUC: Staff will issue a Report on November 6, 2007, for the OPUC Public Meeting on November 20, 2007, with its recommendation for an IE for PGE.
5. OPUC's ultimate discretion in selecting IE: The OPUC will consider Staff's recommendation and comments from the utility and interested, non-bidding parties in

selecting the IE, but the ultimate discretion to select an IE lies with the Commission. The OPUC will direct PGE to enter into a contract with the selected IE.

B. Selection Notification.

PGE will notify every Proposer of its selection status.

IX. CONTRACT INFORMATION

A. Professional Services Contract

1. The selected Proposer will be required to enter into a professional services contract with PGE based on the scope of work described herein and in a form substantially similar to the form attached to this RFP. OPUC Staff will review the draft PGE contract prior to execution to ensure that it conforms to this solicitation.
2. The State of Oregon will not be a party to the resulting contract, and will not be responsible for any conflicts that arise between PGE and the selected IE.

Attachment A
Scope of Work and Pricing

Oregon Independent Evaluator for PGE's 2008 Request for Proposal for Energy Resources

Proposer Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Pricing for this RFP shall be defined into four areas. Proposer shall provide fixed pricing by area.

ALL PRICING SHALL BE FIXED.

(Deliverables listed below refer to Section II of this Request for Proposal.)

Area One: Independent Evaluator Assessment of PGE 2008 RFP Design \$ _____
Re: Deliverable A-1

Area Two: Reports, Scores, Evaluations, Presentations
Re: Deliverables
A-2 Status Reports
A-3 IE Closing Report
B-1, 2, 3, 5, 8, 9, and 10. Participate in activities, confer with OPUC Staff and PGE, and attend OPUC meetings and present information as required.

\$ _____

Attachment A

Area Three Pricing to be calculated based on quantity of bids received by PGE.

Area Three: PGE 2008 RFP Scoring
Re: Deliverables

- B-4 Review PGE screening for bidder eligibility
- B-6 Monitoring of solicitation process
- B-7 Audit evaluation process
- B-11 Independently score bids (if bids include ownership options)
- B-12 Compare IE and PGE scoring

Quantity of Bids (Provide fixed pricing for each quantity of bids, below)

One to Twenty	\$ _____
Twenty-One to Forty	\$ _____
Forty-One to Sixty	\$ _____
Sixty-One to Eighty	\$ _____
Eighty-One to One hundred	\$ _____

Area Four: A separate cost proposal must be provided for **each** of the following conditional tasks.

B-4 Participate in additional meetings with parties (cost per meeting) \$ _____

B-16 Participate in OPUC proceeding on acknowledgment of final short-list
\$ _____

Pricing will be scored by the Evaluation Committee based on aggregate total of Area One, Area Two, and each item under Area Three and Area Four.

Pricing shall account for 40 % of the overall score for each Proposal.

Attachment B

**PORTLAND GENERAL ELECTRIC COMPANY
PROFESSIONAL SERVICES AGREEMENT**

**Consultant:
Contract No.**

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Attachment B
Professional Services Agreement

This Professional Services Agreement is between Portland General Electric Company, an Oregon corporation ("PGE"), and _____, whose address is _____ ("Consultant").

1. Complete Agreement

This Professional Services Agreement and any schedules, exhibits, amendments, supplements or other documents referenced in and attached to this Professional Services Agreement constitute the complete agreement between PGE and Consultant ("Agreement") and supersede all prior negotiations, representations or agreements, whether oral or written, related to the subject matter of this Agreement. No other terms, conditions or provisions shall be part of this Agreement or be binding on PGE unless specifically accepted by PGE in writing.

2. Scope of Work; Persons to Contact Regarding Work and Agreement

For the payment described below, Consultant shall perform the work described herein, including the attached Exhibit A, in strict accordance with the provisions of this Agreement. Except as otherwise provided in this Agreement, Consultant shall provide all goods, property and services necessary for the proper execution and final completion of the work described in this Agreement, including without limitation furnishing all personnel, labor, supervision, technical, professional and other services, materials, supplies, equipment, goods and other property, transportation, information, drawings, plans, specifications, designs, and data (collectively, the "Work").

Consultant shall commence performance on _____ and shall complete the Work no later than _____.

Questions regarding the Work or schedule should be directed to:

Dorothy Sosnowski, RFP Project Manager; Tel: (503) 464-8260

Questions regarding this Agreement should be directed to:

Richard George, Assistant General Counsel; Tel: (503) 464-7611

3. Changes

PGE may, by a proposed written Change Order, order changes to the quantity and/or the specifications of Work, and the parties will undertake to negotiate an appropriate adjustment in price and terms where Consultant's direct costs or the time for performance are materially affected by PGE's proposed changes. Within ten (10) days of receiving notification of a proposed change, Consultant shall submit to PGE a detailed written proposal for accomplishing the changes and setting forth any proposed adjustments to the purchase price or other terms (and the bases for each adjustment) if Consultant intends to assert a claim for adjustment. If the parties reach agreement as to the appropriate adjustments, PGE shall issue its final Change Order amending this Agreement accordingly. If PGE and Consultant are unable to agree on the appropriate adjustments, PGE may terminate this Agreement pursuant to Section 18A below, or may issue its Change Order requiring such changes, in which event the equitable adjustment shall be limited to the actual out-of-pocket cost incurred by Consultant in performance of the Agreement as modified plus a reasonable sum as profit on the Work, which shall constitute full compensation to Consultant for the change.

No change shall be binding upon PGE until a Change Order is executed by an authorized representative of PGE that expressly states that it constitutes a supplement to this Agreement.

Attachment B

THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS OR INSTRUCTIONS BY ANYONE OTHER THAN THE AUTHORIZED REPRESENTATIVE OF PGE SHALL NOT CONSTITUTE AN AUTHORIZED CHANGE TO THIS AGREEMENT.

Nothing contained in this section shall excuse Consultant from proceeding with the prosecution of the Work in accordance with this Agreement.

4. Price and Payment

For satisfactory performance of the Work, PGE shall pay Consultant at the rates specified in Exhibit [] an amount not to exceed [] dollars (\$). The price stated in this Agreement is the total purchase price to be paid by PGE for the Work and includes all taxes, duties, interest, service and charges of any kind whatsoever. Without limiting the foregoing, Consultant shall be exclusively liable for payment to the appropriate governmental authority of all payroll and other employees' contributions and taxes required in respect of Consultant's work and that of its employees, including, but not limited to, taxes imposed under the provisions of any unemployment insurance, Social Security or pension plan. Prior to final payment, Consultant shall, if requested, provide the estimated cost breakdown of scope of taxes, insurance, transportation and items of equipment in accordance with a code of accounts provided by PGE.

All invoices shall contain the number of this Agreement and, when required, copies of supporting documentation and proof of expenditures. Invoices shall be addressed as follows:

Portland General Electric Company
Attn: Brian Kuehne
121 SW Salmon St. 3WTCBR06
Portland, OR 97204

INVOICES THAT DO NOT CONTAIN THE REQUIRED INFORMATION, OR ARE NOT ADDRESSED AS INDICATED ABOVE MAY RESULT IN PAYMENT DELAY.

Payment(s) shall be made by PGE within thirty (30) days of the later of receipt and approval of a proper invoice, or PGE's acceptance of the Work invoiced.

Without limiting any other rights or remedies PGE may have, PGE may set off any loss, damage, liability or claim that PGE may have against Consultant against any performance or payment due to Consultant under this or any other contract between the parties. PGE may also retain from any payments due under this Agreement sufficient funds to discharge any delinquent accounts of Consultant for which liens on PGE's property have been or could be filed, and PGE may apply the funds at any time to pay for Consultant's account any amounts admittedly due, including any sums due under any federal or state law.

5. Independent Consultant

Consultant is acting solely as an independent contractor of PGE and nothing in this Agreement is intended to create a partnership, joint venture, or any relationship of principal-agent, employer-employee, franchiser-franchisee, or master-servant between Consultant and PGE.

6. Amendment; Assignment and Subcontracts

No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by authorized representatives of PGE and Consultant, except as

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set forth in Section 3 (Changes). Consultant may not assign or transfer this Agreement and the rights and responsibilities under this Agreement, in whole or in part, and may not subcontract any portion of this Agreement or the Work without PGE's prior written consent.

7. Performance Standard

Consultant and its affiliates and their respective officers, employees, agents, and subcontractors that perform any portion of the Work shall be fully experienced and properly qualified, licensed, and equipped to perform such Work and their obligations under this Agreement. In performing services under this Agreement, such persons shall meet at least the standards of professional skill, care, and judgment normally exercised by a professional in the performance of services similar to those contemplated by this Agreement. Consultant shall be responsible for all methods, means and procedures necessary to properly complete and safeguard the Work. When on PGE premises and work site, the conduct of Consultant and its affiliates and their respective employees, agents, affiliates, and subcontractors shall conform to generally applicable PGE rules and standards, including but not limited to those related to environmental protection, loss control, dust control, safety and security.

8. Consultant's Personnel/Hiring of Convicted Felons/Drugs Alcohol and Firearms

A. Definitions.

The following terms shall have the meanings set forth below: (i) "chemical substance" or "drug" means any chemical substance producing physical, mental, emotional or behavioral change in a person; (ii) "illegal drug" means any drug listed in Schedules I through V of the federal Controlled Substances Act, as amended, that is not obtained and used in accordance with the law including, but not limited to opiates, hallucinogens, depressants, stimulants and narcotics; and (iii) "under the influence" means exhibiting evidence of alcohol or drugs in the urine, blood or breath, or the impairment of mental or physical abilities to any perceptible degree.

B. PGE's Premises or Job Site.

Consultant shall see that it and its agents and subcontractors of any tier, and all of their respective employees (individually and collectively, "Personnel") do not engage in any of the following while on PGE's premises or job site in connection with this Agreement:

- Be under the influence or use alcohol, illegal drugs or chemical substances.
- Sell, offer to sell or buy, possess, use, or transfer any illegal drug.
- Fail to use lawfully prescribed or over-the-counter medication in accordance with the directions or as instructed by the prescribing physician.
- Fail to notify a supervisor that Personnel is taking prescription or over-the-counter medication, which from previous use or warning/instruction from the prescribing physician or container label could impair or adversely affect all or any portion of his or her job performance.
- Refuse or fail to provide any sample or to cooperate with alcohol and drug testing as required by this Agreement.
- Provide an adulterated or substituted urine sample or diluted urine sample with the intent to change the test results.
-

Attachment B

- Refuse to submit to a search or to cooperate with a search related to any investigation where there is reasonable suspicion to believe any Personnel is in possession of alcohol or any illegal drugs.
- Operate any vehicle while under the influence of alcohol or illegal drugs.
- Possess any firearm, weapon or explosive of any kind without PGE's prior express written approval (this also applies to Personnel who have a permit for a concealed weapon).
- Act or fail to act with the intent to facilitate or assist anyone to do any of the above.

C. Generally

Consultant shall see that only properly qualified Personnel are employed in performing the Work and that strict discipline and good order among Personnel is enforced at all times. Consultant shall see that any Personnel who have been convicted of a felony involving violence, alcohol and/or drugs within seven (7) years of the date of this Agreement are not assigned to perform any of the Work without the prior written consent of PGE. If, at any time, it is discovered by PGE or Consultant that any Personnel (i) has failed to comply with any of the above prohibitions; (ii) is incompetent, insubordinate, careless, or disorderly, or (iii) while previously employed by PGE violated any PGE policies, the Personnel shall be immediately removed from the Work and not assigned to perform any part of the Work.

9. Reports

Consultant shall prepare and submit progress reports to PGE on a regular basis as agreed by both parties during the period of performance of the Work. Each progress report shall be in sufficient detail to describe all work accomplished and results achieved during the calendar month(s) immediately preceding the month in which the report is submitted. The calendar month(s) and year reported on shall be indicated on each progress report. If requested by PGE, Consultant shall also submit to PGE a report of all studies, surveys, evaluations, analyses, calculations, drawings, and documentation made in planning or preparing for performance of the Work. PGE or its representatives may visit Consultant's place of business at reasonable times to determine status of ongoing activities required by this Agreement.

10. Right to Audit

Consultant shall keep accurate and complete accounting records in support of all cost billings to PGE in accordance with generally recognized accounting principles and practices. PGE, or its audit representatives, shall have the right at any reasonable time or times to examine, audit and reproduce such records, vouchers and their source documents. Such records shall be available for examination, audit and reproduction for three (3) years after the completion or termination of this Agreement.

11. Ownership of Work

All materials prepared or developed pursuant to or in connection with this Agreement by Consultant and its affiliates and their respective employees, directors, officers, subcontractors, or agents, including, but not limited to, improvements, ideas, formulas, processes, inventions, programs, documents, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models, plans and samples, shall become the property of PGE when prepared, whether delivered to PGE or not, and shall, together with any materials furnished Consultant and its affiliates by PGE pursuant to this Agreement, be delivered to PGE upon request, and, in any event, upon termination or final acceptance of the Work. All Work prepared by Consultant and its affiliates and

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their respective employees, directors, officers, agents or subcontractors pursuant to or in connection with this Agreement that is subject to protection under copyright laws constitutes "work made for hire," all copyrights to which belong to PGE. In any event, Consultant assigns to PGE all intellectual property rights in such work whether by way of copyright, trade secret, patent or otherwise, and whether or not subject to protection by patent, trademark or copyright laws and agrees to execute all documents that PGE reasonably determines to be necessary or convenient for use in applying for, perfecting or enforcing intellectual property rights, including, but not limited to, the execution of any assignments and patent, trademark or copyright applications.

12. Infringement

Consultant shall at its sole expense defend any action brought or threatened against PGE that is based on a claim that any of the Work (i) infringes a copyright enforceable in the United States, (ii) infringes any patent or (iii) constitutes misappropriation or unlawful disclosure or use of another's trade secret.

In addition to any other indemnification stated in this Agreement, Consultant shall indemnify, defend and hold harmless PGE, its parent and affiliated companies and their directors, officers, employees and agents against and from all claims, losses, costs, suits, judgments, damages and expenses, including but not limited to required royalties or license fees and attorneys' fees, whether or not suit is commenced and on trial and appeal, of any kind or nature whatsoever, on account of infringement, misappropriation, or unlawful disclosure of any patent, copyrighted or uncopyrighted work, secret process, trade secret, unpatented invention, article, appliance or otherwise, including claims thereof pertaining to, or arising from Consultant's performance of Work under this Agreement.

If Consultant's equipment, material or processes are likely to become or do become the subject of a claim of infringement or misappropriation of a U.S. patent, copyright, trade secret or other proprietary right, Consultant, upon PGE's prior written consent, may either: (i) promptly replace the equipment, material or processes with a substantially compatible and functionally equivalent non-infringing product, (ii) promptly modify the equipment, material or processes to make it non-infringing and functionally equivalent, (iii) promptly procure the right of PGE to continue using the equipment, material or processes; or (iv) if none of the first three options is commercially feasible, refund all amounts already paid by PGE to Consultant.

13. Liens

Consultant shall ensure that no liens of any kind are fixed upon or against the real or personal property of PGE by Supplier, Supplier's employees, subcontractors of any tier or materialment, or subcontractor's employees.

14. Indemnification

In addition to any other indemnification provided for under this Agreement, Consultant shall indemnify, defend and hold harmless PGE, its parent and affiliated companies and their directors, officers, employees and agents (hereinafter collectively "Indemnitees") from any and all claims, demands, suits, losses, costs, expenses, liens, encumbrances, liabilities, governmental fines and penalties and damages of every kind and description, including attorneys' fees, whether or not suit is commenced and on trial and appeal, brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any negligent or wrongful actions by Consultant and its affiliates and their respective employees, agents, representatives or subcontractors in the performance or nonperformance of Consultant's obligations under this Agreement or in any way related to this Agreement. The indemnity obligations under this section shall include without limitation (i) loss of or damage to any property of PGE, Consultant or any third party; (ii) injury, bodily or personal, disease, occupational sickness, or death of any person(s),

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including without limitation, PGE, Consultant and its affiliates and their respective employees, agents, representatives or subcontractors; and (iii) claims arising out of workers' compensation, unemployment compensation or other laws or obligations applicable to Consultant or its affiliates and their respective employees, agents, representatives or subcontractors.

CONSULTANT'S INDEMNITY OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY LIABILITY CAUSED BY THE SOLE NEGLIGENCE OF ANY OF THE INDEMNITEES.

15. Protection of Workers

Consultant and its affiliates and their respective employees, agents, and subcontractors shall comply with all applicable workers' compensation acts, including but not limited to the Federal Longshoremen's and Harbor Workers' Act and Jones Act, continuously carry worker's compensation insurance, accept exclusive liability as an employer in the states having jurisdiction, and shall furnish proof thereof satisfactory to PGE prior to commencing Work.

16. Liability Insurance

Prior to starting any Work, Consultant and subcontractors of any tier shall secure and continuously carry and supply evidence thereof, with insurers acceptable to PGE, the following insurance policies:

- **Employers Liability** insurance with a minimum limit of \$2,000,000.
- **Commercial General Liability** insurance with a minimum combined single limit of \$2,000,000 per occurrence, with coverage for:
 - Bodily Injury, personal injury and broad form property damage,
 - Contractual liability,
 - Products and Completed Operations to extend for a minimum of three (3) years past acceptance or termination of the Work,
 - Explosion, Collapse and Underground (XCU) Hazards (where applicable),
 - Sudden and Accidental Pollution liability (where applicable).
- **Business Automobile Liability** insurance with a minimum combined single limit of \$2,000,000 per accident for bodily injury and property damage with respect to Consultant's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Work.
- **PRIOR TO USING AN AIRCRAFT OF ANY KIND IN PERFORMING THE WORK UNDER THIS AGREEMENT, CONSULTANT SHALL NOTIFY PGE AND OBTAIN ITS PRIOR WRITTEN CONSENT.** If an aircraft is to be used in performing the Work under this Agreement, Aircraft Liability insurance covering fixed wing and rotocraft aircraft whether owned, hired or non-owned with a minimum single limit for bodily injury and property damage of \$10,000,000 including passenger liability coverage (where applicable) is required.
- **Professional liability** in the amount of \$1,000,000 each claim.

Required limits may be met through any combination of primary and excess liability policies. Except with respect to Professional Liability, the policies required herein shall include (i) provisions or endorsements naming PGE, its directors, officers and employees as additional insureds, and (ii) a cross-liability and severability of interest clause.

All policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of PGE and that any other insurance or self-insurance maintained by PGE is excess and not contributory with the insurance required hereunder,

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and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior written notice to PGE. A certificate in a form satisfactory to PGE certifying to the issuance of such insurance, including required endorsements, shall be furnished to PGE.

17. Controlling Law

THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. CONSULTANT IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND WAIVES ANY OBJECTION THAT CONSULTANT MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.

18. Termination

For Cause

In the event of any breach of this Agreement by Consultant (including but not limited to Consultant's failing or refusing to prosecute the Work or any part thereof with the diligence required to ensure its completion within the time specified in this Agreement, or failing to complete the Work within such time) that Consultant fails to cure within five (5) days after receiving written notice from PGE, in addition to any other rights or remedies PGE may have at law or in equity, PGE may, by written notice to Consultant, terminate this Agreement or terminate Consultant's right to proceed with any portion of the Work as to which there has been a breach. In such event, PGE may, but shall not be obligated to, take over the Work and prosecute the same to completion, by contract with others or otherwise, and Consultant shall cooperate fully with PGE's effort including by allowing PGE to take possession of and utilize in completing the Work any portions thereof as PGE deems necessary. Consultant shall be liable to PGE for any excess costs and damages occasioned by Consultant's breach.

19. Notice

Any notice that either party desires to give the other shall be in writing and shall be deemed delivered upon deposit thereof in the United States mail by certified mail return receipt requested, with postage thereon fully prepaid, addressed as follows:

To PGE: Portland General Electric Company
 Attn: Sourcing and Contracts Department
 121 SW Salmon Street
 Portland OR 97204

To Consultant: [_____]

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20. Remedies and Nonwaiver

The remedies specified in this Agreement shall be cumulative and in addition to any other remedies available at law or in equity. No waiver of the nonperformance or violation of any term or condition of this Agreement or any default under this Agreement shall be construed to be or operate as a waiver of any subsequent nonperformance, violation, or default.

21. Governmental Requirements

Consultant shall at all times comply with all applicable laws, statutes, rules, regulations and ordinances, including without limitation those governing wages, hours, desegregation, employment discrimination, health and safety. Consultant shall comply with equal opportunity laws and regulations to the extent that they are applicable, including without limitation, the following:

- Executive Order No. 11246 and 41 CFR, Section 60-1.4 (Employment Discrimination)
- Executive Order No. 11701 and 41 CFR, Section 60-250.4 (Employment of Veterans)
- Executive Order Nos. 11625 and 12138 and 41 CFR, Part 1-1 (Utilization of Minority and Women-Owned Businesses)
- Executive Order No. 11758 and 41 CFR, Section 60-741.43 (Employment of Handicapped Individuals)
- Executive Order No. 12928 (Promoting Procurement with Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals)
- Age Discrimination in Employment Act of 1967, as amended
- Immigration Reform and Control Act of 1986, as amended

22. Hazardous Substances

Consultant shall notify PGE, in advance in writing, of the use of any hazardous substance in performing the Work by providing PGE a list of such hazardous substances and their Material Safety Data Sheets. PGE reserves the right to approve or disapprove the use of any hazardous substance in the performance of the Work including work plans on the use, storage, transportation and disposal of hazardous substances. Consultant shall comply with all applicable federal, state or local statutes, regulations, ordinances, and judicial or governmental orders pertaining to the use of hazardous substances at the job site. Upon completion or termination of the Work, Consultant shall be responsible for removing and properly disposing of all hazardous substances from the job site in connection with Consultant's activities. Consultant shall also be responsible for cleanup and disposal of spilled and contaminated materials. "Hazardous substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined by any applicable law or order.

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23. Confidentiality

A. Definition of "Confidential Information".

As used in this Agreement, the term "Confidential Information" means: 1) proprietary information of PGE; 2) information marked or designated by PGE as confidential; 3) information, whether or not in written form and whether or not designated as confidential, that is known by Consultant to be treated by PGE as confidential; 4) information provided to PGE by third parties that PGE is obligated to keep confidential; and 5) information developed by Consultant in connection with performance of this Agreement.

B. Exclusions.

Confidential Information shall not include: 1) information that is publicly available at the time of disclosure by PGE to Consultant or its Representatives (as defined below); 2) information that becomes publicly available other than through actions of Consultant or any of its Representatives (as defined below) in violation of this Agreement; 3) information already known to Consultant as documented by written records that predate this Agreement; or 4) information rightfully obtained from third parties and not subject to any obligation of confidentiality.

C. Nondisclosure.

Consultant agrees that it will not disclose Confidential Information to any third party, directly or indirectly, during the term of this Agreement or any time thereafter, under any circumstances or by any means, without PGE's prior written consent. Any question regarding use of information or its confidential nature should be directed to the PGE Contract Administrator or the PGE buyer identified in this Agreement.

D. Nonuse.

Consultant further agrees that it will not use Confidential Information except as may be necessary to perform the Work required in this Agreement.

E. Protection.

Notwithstanding anything contained in this Agreement to the contrary, Consultant may disclose Confidential Information to its employees, representatives and other agents ("Representatives"), but only on a "need to know" basis and only after notifying such Representatives of the confidential nature of the information, the terms of this Section 23, and that such terms apply to them. Consultant and its affiliates and their respective employees, agents, representatives and subcontractors agree to take all reasonable precautions to protect the confidentiality of Confidential Information and, upon request by PGE, to return to PGE any documents that contain or reflect Confidential Information. Any unpermitted disclosure by any Representative of Consultant shall be deemed made by Consultant.

F. Injunctive Relief

Consultant acknowledges that a breach of any obligation under this Section 23 will result in irreparable injury to the business of PGE and that its remedy at law for such a breach will be inadequate. Accordingly, Consultant agrees that, in addition to other remedies available at law and in equity, PGE will be entitled to both preliminary and permanent injunctions to prevent and/or halt a breach or threatened breach of any obligation under this Section 23.

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G. Disclosure for Tax Purposes

Notwithstanding anything to the contrary contained in this Agreement, or any other express or implied agreement, arrangement or understanding, the parties and their respective affiliates and Representatives may disclose to any and all persons the tax structure and any of the tax aspects of the transaction(s) contemplated by this Agreement that are necessary to describe or support any United States federal income tax benefits that may result therefrom or any materials relating thereto, except where confidentiality is reasonably necessary to comply with United States federal or state securities laws. For the purposes of this provision, "tax structure" is limited to facts relevant to the U.S. federal income tax treatment of the transaction(s) and does not include information relating to the identity of the parties, their affiliates, agents, or advisors.

H. Compelled Disclosure.

If Consultant becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process, or applicable law or regulation) to disclose any Confidential Information, Consultant shall give PGE prompt written notice of the requirement before releasing the information so that PGE may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. Consultant shall cooperate with PGE to obtain a protective order. If a protective order or other remedy is not obtained, or PGE waives compliance with the terms of this Section 23, Consultant shall provide only that limited portion of the Confidential Information that is legally required and shall exercise best efforts to obtain assurance that confidential treatment will be accorded the information. Upon request of PGE, Consultant shall provide an opinion of counsel to PGE to the effect that Consultant is legally compelled to disclose the information.

24. Restriction on Publications

No publication or advertisement concerning this Agreement or the subject matter of this Agreement shall be made at any time by Consultant or its subcontractors without prior written authorization from PGE, which authorization shall not be unreasonably withheld.

25. Warranties

In addition to its obligations under Section 7, Consultant warrants that the work performed under this Agreement shall be free from defects in design, material, workmanship and title, shall conform in all respects to the terms of this Agreement, and shall be suitable for the use intended. Consultant further warrants that materials supplied pursuant to this Agreement shall be new, shall be of the quality specified or of the best grade if no quality is specified and shall conform to the work specified, and other descriptions set forth in this Agreement. These warranties shall remain in effect for the period specified or for a period of one (1) year following acceptance or initial operation, whichever is later. In the event of nonconformity of these warranties, Consultant shall, upon notice from PGE of the breach, promptly repair or replace the nonconforming item or otherwise remedy the nonconformity at Consultant's sole cost. Consultant warrants that any repairs or replaced material will meet the warranty requirements of this section for a period of one (1) year following PGE's acceptance of the repair or replacement, or until the expiration of the original warranty period, whichever is later. Consultant's liability shall extend to all damages caused by the nonconformity of these warranties or by Consultant's efforts to correct defects. Nothing in this Section 25 shall relieve Consultant of its obligations to correct latent defects that become apparent only after expiration of the warranty period, and any corrections of the latent defects will extend the warranty requirements of this Section 25 for a period of one (1) year following PGE's acceptance of the corrections.

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26. Survival

The terms, provisions, representations, and warranties contained in this Agreement shall survive the completion of the Work.

27. Conflicts, Errors, Omissions, or Discrepancies

Consultant shall advise PGE in writing of all conflicts, errors, omissions, or discrepancies in or among the various documents comprising this Agreement immediately upon discovery and prior to Consultant's performing the affected Work. PGE shall promptly resolve the conflicts and PGE's resolution shall be final.

28. Severability

Any provisions of this Agreement prohibited or rendered unenforceable by any law shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

29. Attorney Fees

In the event of any legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees, including attorney fees at trial and on appeal.

30. Examination of Work

PGE and its representatives shall have the right to inspect the Work and witness tests or perform audits of Consultant at any time. The making or failure to make any inspection of, payment for, or acceptance of the Work shall in no way impair PGE's right to reject nonconforming Work or to avail itself of any other remedies to which PGE may be entitled, notwithstanding PGE's knowledge of the nonconformity, its substantiality, or the ease of its discovery.

31. Time for Performance

The timely performance of the Work and of Consultant's obligations under this Agreement are material terms of this Agreement.

32. Force Majeure

Neither party shall be liable for delays due to an unforeseeable cause beyond the control and without the fault or negligence of the party incurring the delay, including, to the extent it satisfies the above description, any fire, unusual weather conditions, riot, act of God, act of the public enemy, or other similar event. However, both parties agree to seek to mitigate the potential impact of any such delay. The party incurring the delay shall within five (5) calendar days from the beginning of the delay, notify the other party in writing of the causes of the delay and its probable extent. The notification of delay shall not be the basis for a request for additional compensation. In the event of any such delay, the required completion date may be extended by a reasonable period not exceeding the time actually lost by reason of the delay.

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33. Disputes

Except as otherwise provided in this Agreement, PGE shall decide any dispute arising under this Agreement that is not disposed of by agreement, and shall mail or otherwise furnish its written decision to Consultant. PGE's decision shall be final unless Consultant, within thirty (30) days after notice of PGE's decision, files with PGE a written protest, stating clearly and in detail the basis for Consultant's protest. Consultant shall continue its performance under this Agreement pending the resolution of any dispute.

34. Authorized Representative

Before starting the Work, Consultant shall designate a qualified individual to represent Consultant, shall inform PGE in writing of the name and address of the representative together with a clear definition of the scope of his/her authority to represent Consultant, and shall specify any limitations on the authority. All communications made to the authorized representative shall be binding upon Consultant.

35. No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any liability to or any benefit for any person not a party to this Agreement.

36. Successors and Assigns

This Agreement shall be binding on the parties' successors, and insofar as assignable, on the parties' assignees.

37. Effective Date

This Agreement shall be effective on the date it has been signed by both of the parties as indicated on the signature page hereto.

38. Counterparts

This Agreement may be executed in any number of counterparts, which together will constitute one instrument.

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IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement as of the dates indicated below.

Consultant:	PGE:
[_____] By: _____ Name: _____ Title: _____ Date _____, 20__	PORTLAND GENERAL ELECTRIC COMPANY By: _____ Name: _____ Title: _____ Date _____, 20__

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**Exhibit A
Work**

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**Exhibit B
Payment**

Attachment C

UM 1182
Competitive Bidding Guidelines

eDockets

Docket Summary

Docket No: UM 1345 **Docket Name:** PORTLAND GENERAL ELECTRIC REQUEST FOR PROPOSALS FOR ENERGY RESOURCES

[Print Summary](#)

Subject Company: PORTLAND GENERAL ELECTRIC

In the Matter of PORTLAND GENERAL ELECTRIC COMPANY Application to Open Docket for Request for Proposals for E Resources. Filed by Patrick Hager. (Conditionally accepted until receipt of hard copies.)

Filing Date: 9/18/2007

Case Manager: LORI KOHO

Phone:

Email: lori.koho@state.or.us

[Email Service List \(semi-colon delimited\)](#) [Email Service List \(comma delimited\)](#)
 If you experience problems with the *above* 'Email Service List' links, please try one of these:
[Service List Popup \(semi-colon delimited\)](#) [Service List Popup \(comma delimited\)](#)

<u>ACTIONS</u>		<u>SERVICE LIST (Parties)</u>		<u>SCHEDULE</u>	
W=Waive Paper service	C=Confidential HC=Highly Confidential		<u>Sort by Last Name</u>	<u>Sort by Company Name</u>	
W	SUSAN K ACKERMAN ATTORNEY		9883 NW NOTTAGE DR PORTLAND OR 97229 susan.k.ackerman@comcast.net		
W	PACIFIC POWER OREGON DOCKETS		825 NE MULTNOMAH STREET, STE 2000 PORTLAND OR 97232 oregondockets@pacificcorp.com		
W	CITIZENS' UTILITY BOARD OF OREGON				
	LOWREY R BROWN UTILITY ANALYST		610 SW BROADWAY - STE 308 PORTLAND OR 97205 lowrey@oregoncub.org		
	JASON EISDORFER ENERGY PROGRAM DIRECTOR		610 SW BROADWAY STE 308 PORTLAND OR 97205 jason@oregoncub.org		
	ROBERT JENKS		610 SW BROADWAY STE 308 PORTLAND OR 97205 bob@oregoncub.org		
	DAVISON VAN CLEVE PC				
	MELINDA J DAVISON		333 SW TAYLOR - STE 400 PORTLAND OR 97204 mail@dvclaw.com		
W	ENERGY STRATEGIES INC				
	SCOTT GUTTING		39 W POST OFFICE PL #200 SALT LAKE CITY UT 84101 sgutting@energystrat.com		
W	NW INDEPENDENT POWER				

PRODUCERS

ROBERT D KAHN
EXECUTIVE DIRECTOR

7900 SE 28TH ST STE 200
MERCER ISLAND WA 98040
rkahn@nippc.org

**OREGON PUBLIC UTILITY
COMMISSION**

LISA C SCHWARTZ
SENIOR ANALYST

PO BOX 2148
SALEM OR 97308-2148
lisa.c.schwartz@state.or.us

W

PACIFIC POWER & LIGHT

MICHELLE R MISHOE
LEGAL COUNSEL

825 NE MULTNOMAH STE 1800
PORTLAND OR 97232
michelle.mishoe@pacificorp.com

PORTLAND GENERAL ELECTRIC

PATRICK G HAGER
MANAGER - REGULATORY AFFAIRS

121 SW SALMON ST 1WTC0702
PORTLAND OR 97204
patrick.hager@pgn.com

DOROTHY SOSNOWSKI
SENIOR ANALYST

121 SW SALMON ST
PORTLAND OR 97204
dorothy.sosnowski@pgn.com

RFI CONSULTING INC

RANDALL J FALKENBERG

PMB 362
8343 ROSWELL RD
SANDY SPRINGS GA 30350
consultrfi@aol.com