



# Portland General Electric

## REQUEST FOR PROPOSAL

*for*

### **Retail Marketing Services for Residential and Small Commercial Voluntary Green Power Program and/or Acquisition of Renewable Energy Certificates to Supply the Program**

*April 29, 2016*

**CONFIDENTIAL INFORMATION:** This Request for Proposal ("RFP") contains information confidential and proprietary to Portland General Electric Company ("PGE"). This RFP and the information contained herein may not be used, disclosed or reproduced for any purpose other than as required for the preparation of a proposal for the benefit of PGE without the prior written authorization of PGE, and those so authorized may only use the information for the purpose of evaluation consistent with the authorization. Reproduction of any section of this document must include this legend.

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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 over 125 years of experience in the generation, transmission and distribution of electricity, supplying power to a population of roughly 1,800,000, with approximately 735,000 residential and more than 100,000 commercial customers within a 4,000 square-mile service territory, including 52 Oregon cities.

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) is seeking proposals for qualified suppliers interested in providing an integrated package of services, including renewable energy marketing, community outreach and customer retention/acquisition programs, also known as retail marketing services (RMS), and/or the sourcing of Renewable Energy Credits (RECs) to support the company's voluntary renewable energy options.

The terms "Portland General" and "PGE" shall be interpreted to mean Portland General Electric Company. The term "Bidder" shall mean any person or company receiving this RFP or submitting a proposal in response to this RFP.

### Third-Party Support and PGE Disclosure of Bidder Response

Due to the complex nature of selection, evaluation, implementation and other activities related to solutions of this kind, PGE may engage outside third-party support that will supplement PGE team experience. **BIDDER IS HEREBY ADVISED THAT PROPOSALS SUBMITTED TO PGE IN RESPONSE TO THIS PROPOSAL REQUEST MAY BE VIEWED BY OR TRANSMITTED TO SUCH THIRD-PARTIES SOLELY FOR THE AFOREMENTIONED PURPOSES. BY PROVIDING A PROPOSAL IN RESPONSE TO THIS PROPOSAL REQUEST, BIDDER ACKNOWLEDGES AND AGREES TO SUCH DISCLOSURE BY PGE, PROVIDED THAT PGE DISCLOSURE SHALL BE DONE UNDER CONFIDENTIALITY CONDITIONS WITH SUCH THIRD-PARTIES.** Such third-parties will be limited, however, to exclude direct competitors of Bidder.

### PGE Master Agreement

Purchase agreement(s) that result from this RFP, if any, shall be governed by the embedded Master Agreement, to the right, 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 your response.



Master Agreement  
for Service

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.

## Revisions/Exceptions to PGE’s Master Agreement

Bidders should state clearly if they fully agree with PGE’s Master Agreement, and any revisions and/or exceptions proposed by Bidder to PGE’s Master Agreement must be clearly stated in a separate section of the Commercial Proposal titled “Exceptions to Master Agreement”.

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

**Note:** Any exceptions to the Master Agreement 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.

## Substitute Terms and Conditions

Bidder shall not substitute, nor use a preprinted reference to Bidder's general terms and conditions in lieu of PGE's Master Agreement. Any proposal received with such substitution shall be considered non-responsive and may be subject to rejection.

## PGE Representative

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

Doug Lazar  
Portland General Electric  
121 SW Salmon Street, 1WTC0505  
Portland, OR 97204  
Phone: (503) 464-2165  
Email: doug.lazar@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 in regards to this RFP without the approval of the PGE representative may immediately disqualify Bidder. Your full support is greatly appreciated.

## Acknowledgement Form

Please advise PGE of your receipt of the RFP and your intent to (or lack thereof) submit a proposal by using the embedded Acknowledgement Form to the right. Bidders who’ve elected to not participate must immediately return any paper copies received, and erase any electronic versions of this RFP.



## Questions

Any questions or requests for clarification resulting from this RFP shall be directed to the PGE Representative via email, utilizing the embedded Question & Responses Form to the right.



Questions should be consolidated into one submittal, presented 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 responded to, and all questions and their associated responses will be provided to all Bidders involved. It is Bidders sole responsibility to ensure that no confidential information is provided within the questions, unless 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 Principals 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 acting 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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### Background on PGE's Green Power Programs

PGE offers three voluntary Green Power Programs and an additional environmental product to residential and small commercial electric customers (collectively, "Green Power Programs"):

1. PGE's Clean Wind<sup>sm</sup> program offers customers to purchase 200 kWh of wind power for \$2.50/month, of which \$1.50 is allocated to the Renewable Development Fund and used to support the construction of new renewables in Oregon.
2. PGE's Green Source<sup>sm</sup> program offers customers the ability to cover 100% of their usage with renewable power, currently for an additional \$0.008 per kWh over and above the customer's basic cost of service rate.
3. PGE's Green Future Solar<sup>sm</sup> program offers customers to purchase 100% solar energy, in 1 kW blocks for \$5.00/month. Phase 1 of this product will be sourced from a local solar array project in Willamina, OR and no longer available once it reaches the cap of 2,935 kW block enrollments.
4. PGE's Habitat Support<sup>sm</sup> program is an additional option to current Green Power Program options. The Nature Conservancy currently manages the funds contributed by Habitat Support customers.

PGE also offers a Clean Wind<sup>sm</sup> voluntary renewable program to large commercial and industrial customers (PGE tariff schedule 54). **WORK ON THIS PRODUCT IS NOT INCLUDED IN THIS RFP.**

Information on PGE's Green Power Programs can be found at [www.portlandgeneral.com/renewables\\_efficiency/renewable\\_energy/default.aspx](http://www.portlandgeneral.com/renewables_efficiency/renewable_energy/default.aspx)

Tariffs for PGE's portfolio Green Power Programs can be found at [www.portlandgeneral.com/our\\_company/corporate\\_info/regulatory\\_documents/pdfs/schedules/Sched\\_007.pdf](http://www.portlandgeneral.com/our_company/corporate_info/regulatory_documents/pdfs/schedules/Sched_007.pdf)  
[www.portlandgeneral.com/our\\_company/corporate\\_info/regulatory\\_documents/pdfs/schedules/Sched\\_032.pdf](http://www.portlandgeneral.com/our_company/corporate_info/regulatory_documents/pdfs/schedules/Sched_032.pdf)

Green Power Program charges must cover all program costs including marketing and administrative costs, as well as the cost of purchasing RECs to offset customer usage. Retail prices for the program have been changed several times over the course of the program reflecting long-term changes in REC prices.

Customer enrollments in PGE's program top 125,000 today. At this size of enrollment, customer churn becomes an issue. To remain in the top rankings of voluntary programs by enrollment, PGE estimates that net enrollments must meet approximately 25,000 total new enrollments per year to account for customer churn. As stated below, with its marketer's input PGE focuses its marketing efforts on maintaining customer satisfaction with the program and minimizing voluntary enrollment terminations. Involuntary enrollment terminations, mostly customers leaving our service territory, account for the majority of customer churn.

In 2015 PGE's renewable power customers used over 950,000 megawatt hours of power, and PGE retired a corresponding number of RECs to offset that usage. PGE estimates REC volume will grow by 10% per year through the contract period if marketing goals are met.

### **Marketing**

When the portfolio of options requirement was first implemented, regulatory, utility and advocacy staff viewed marketing as key to providing customer education and outreach sufficient to launch the programs. As the programs mature and information is more readily available, proponents and advocates are seeking to introduce more discipline in marketing costs as a share of overall program costs. The OPUC and POC review and may audit program costs and outputs, including marketing costs. Prospective Bidders are advised that such review may extend to the marketer's costs and programs related to the contract awarded as a result of this RFP.

The current program's marketing company has engaged in the following activities to gain new customers:

- Face-to-face sales at community events, storefronts, and via door-to-door canvassing
- Direct promotions by mail, email, bangtail, and bill insert
- Training, sales support, and incentives for PGE Customer Contact Center representatives
- EPA Green Power Community Challenges
- Assistance in positioning of current program, recommendations on program enhancements, and support role in PGE's retention activities
- Advice and assistance in developing new renewable options for customers
- Assistance in reporting to and working with oversight groups such as the Portfolio Options Committee and Oregon Public Utilities Commission staff
- Training of PGE employees on Green Power and Renewable Programs
- Data analysis for promotion planning, evaluation, and customer churn

In addition to the above, PGE also enrolls customers into the programs through sales at its Customer Contact Center, in new customer welcome packets and over its website.

PGE has engaged in the following marketing activities, designed to retain enrolled customers:

- A welcome letter that includes a renewable power window decal
- Renewable report quarterly newsletter
- A coupon booklet (print, web, and mobile) containing discount coupons for retail products and services from businesses that purchase renewable power
- Social media messaging

### **RECs Purchases**

The selected Bidder will be required to purchase and retire RECs that align with the company's tariff schedule requirements and adhere to Green-e<sup>1</sup> Energy national standards. The final Bidder will also be responsible for verifying and tracking RECs used to support the programs.

### **Minimum Acceptance Criteria (May submit for Marketing or REC Supply, or both)**

#### ***Marketing***

- A. Experience creating and launching at least one voluntary green power program
- B. Previous work experience with regulated electric utilities
- C. Experience creating and launching marketing plans
- D. Experience with the use of various marketing channels, including but not limited to ones currently being used in marketing the program
- E. Experience in training utility personnel on product/service offerings
- F. Ability to launch marketing initiatives by January 2, 2017
- G. Ability to assign local staff to support program
- H. Knowledge of local market and PGE service territory
- I. Previous experience working with Center for Resource Solutions (CRS) for Green-e marketing compliance review

#### ***REC Supply***

- J. Previous experience supplying Green-e certified RECs to meet voluntary Green Power Programs
- K. Previous experience working with CRS for Green-e certification, specifically with Annual Verification Audit
- L. Extensive experience sourcing, purchasing, and providing market intelligence on RECs to utility staff, with particular focus on RECs sourced from the Pacific Northwest region
- M. Utilization and understanding of WREGIS for REC transfers and retirement

#### ***Information Security (Only applies to Marketing Bidders)***

Information must be secured through:

- N. Highly secure data storage facility
- O. Bidder must have information security and disaster recovery protocols
- P. Bidder must have secure data storage, transfer, and disposal standards
- Q. Malware security
- R. Identity and access management control policies
- S. Detection, monitoring, and logging for Bidder's operational support tools
- T. Control will be vetted by an independent third-party auditor, including formal certifications that verify Bidder complies with Federal or international data privacy standards related to the security of energy and personal data

## Estimated Project Milestones/Schedule

The following schedule is based upon a targeted January 2017 launch, but may change at PGE's sole discretion:

Milestone	Target Date
Contract executed with successful Bidder	September, 2016
Program marketing launch	January 2, 2017

These dates are based upon initial PGE scoping. The launch will flex to meet program needs.

## 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.**

## Oral Presentations

Some Bidders may be invited to present their solutions orally. At the time a Bidder is notified to conduct an oral presentation, PGE will provide specific guidance on the expected content and timeframe. The Bidder's team making the presentation and responding to questions must include key personnel who will work on the request. If required, these presentations are expected per the **RFP Timeline** (below), to occur during the week of **July 11, 2016**, but which may change during the course of this RFP. Presentation expenses shall be the sole responsibility of Bidder.

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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.

Estimated Date	Activity
April 29, 2016	RFP issued to Bidders via email invitation
May 3, 2016	Acknowledgement Form returned
May 13, 2016	Bidders submit questions via email <b>by 5:00 PM</b> , Pacific Time
May 25, 2016	PGE's responses to questions released to all Bidders via email <b>by 5:00 PM</b> , Pacific Time
<b>June 10, 2016</b>	RFP responses <b>due by 5:00 PM</b> , Pacific Time

July 1, 2016	RFP Stakeholders to review and evaluate proposals, check references, and determine finalist candidates (if necessary)
Week of July 11, 2016	Finalist Bidder presentations (if necessary)
July 18, 2016	Contract negotiations and final Statement of Work detail
August 1, 2016	External Bidder Selection/Contract Execution
January 2, 2017	Launch marketing plan

## Complete Proposal

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.

## Completion Checklist

Bidder may utilize the embedded RFP Completion Checklist document, to the right, to assist in validation of proposal completion.



## Proposal Format

Please provide the following information completely and accurately and in the format requested. 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.

No pricing information is to be provided in the technical responses; however it is permissible to indicate man-hours required to perform all or part of the services in the technical response, if it is relevant to the proposal.

**\*\*\*\*\* TECHNICAL AND COMMERCIAL RESPONSES MUST BE \*\*\*\*\***  
**\*\*\*\*\* SUBMITTED IN SEPARATE AND INDEPENDENT FILES \*\*\*\*\***

A complete proposal includes submittal of the documents listed in both Parts 1 and 2, as follows:

## Part 1: Technical Proposal

### 1.0 Bidder Information

Provide the following details regarding your company:

- 1.1 Company overview, product/service offering, and number of years company has been in business
- 1.2 Affiliation with other companies, and listing of industry associations with whom your company affiliates
- 1.3 Headquarters location, other office locations, and local staff presence
- 1.4 Description of any unique features, technology, strategy, etc., that sets your company apart from other firms
- 1.5 Number of voluntary green pricing programs your company has launched or marketed, the total growth each program experienced in its lifetime, and which programs are still active today
- 1.6 Previous work experience with regulated electric utilities, location of utility, and size of customer base

**2.0 Marketing (May submit for Marketing or REC Supply, or both)**

- 2.1 Detailed marketing, outreach, and customer retention plan to expand the current Green Power Program for the residential and the small business customer bases
- 2.2 Detailed use and samples of various marketing channels, including but not limited to ones currently being used in marketing the program
- 2.3 Overall proposal to grow the base of enrolled customers by at least 12,000 per year with 80%+ of newly enrolled customers enrolled still with the program after 6 months.
- 2.4 Types of analyses planned to support above activities
- 2.5 Plan for engaging/coordinating with various departments within PGE, including PGE's Marketing and Communications Department as well as PGE's Customer Contact Center
- 2.6 Expected use and training of appropriate PGE personnel, specifically PGE's Customer Contact Center, and a description of Bidder's relevant experience working with call centers.
- 2.7 A description of the Bidder's experience in any enhancement of current product offers or development of new Green Power product offerings, including marketing research, acquiring market intelligence, etc.
- 2.8 Detailed project timeline which identifies steps to be taken to launch marketing initiatives by January 2, 2017
- 2.9 Description of Bidder reporting capabilities, and statement of data requirements from Bidder.
- 2.10 Describe your previous experience in complying with and supporting the successful completion of Green-e Marketing Compliance Reviews

**3.0 REC Supply (May submit for Marketing or REC Supply, or both)**

- 3.1 Detailed description of the Bidder's experience and qualifications for supplying Green-e certified RECs to meet Green Source and Clean Wind loads during the life of the agreement
- 3.2 Process to provide REC market intelligence and subsequent recommendations for supply strategies to mitigate price volatility
- 3.3 If appropriate, suggested strategies for multi-year supply agreements
- 3.4 Plans to source as much supply as possible from Green-e certified projects in Oregon and Washington
- 3.5 Plans for meeting PGEs preference for a diverse mix of RECs for the Green Source program with the following order of preference: Wind, Solar, Geothermal, Biomass, and Low Impact Hydro (LIHI)
- 3.6 Process to evaluate/measure the effectiveness of the agreed upon sourcing strategy
- 3.7 Plans for sourcing and transferring eligible RECs to PGE sufficient to meet the prior year's customer load by March 1 or earlier of the subsequent year
- 3.8 Describe your previous experience in complying with and supporting the successful completion of annual Green-e Verification Audits

**4.0 Information Security (Only applies to Marketing Bidders)**

Please describe how your information is secured through the following methods:

- 4.1 Highly secure data storage facility
- 4.2 Provide documentation to demonstrate that the Bidder's data center is certified according to latest service organization reporting standards
- 4.3 Describe processes/capabilities to ensure appropriate physical back-up, environmental controls, and 24/7-controlled access
- 4.4 Information security and disaster recovery protocols

- 4.5 Secure data storage, transfer, and disposal standards
- 4.6 Malware security
- 4.7 Identity and access management control policies
- 4.8 Detection, monitoring, and logging for Bidder's operational support tools
- 4.9 Demonstrate commitment to the protection of personal data, preferably by describing any formal certifications achieved to comply with Federal or international data privacy standards

## 5.0 References

Please provide at least two (2) client references whose requirements are most similar to the current needs outlined within this RFP. **THESE CLIENT REFERENCES MUST BE UNITED STATES-BASED AND OPERATED, AND PREFERABLY BE AN ELECTRIC UTILITY COMPANY.** Each reference provided must be callable upon request, and must provide the following minimum information: (1) Company Name, (2) Contact Name, (3) Contact Title, (4) Contact Phone Number, and (6) Contact Email.

## 6.0 Project Team

- 6.1 Key contact information - the name, phone number, and email address of the individual who will serve as a primary point of contact with your company for the purposes of this RFP
- 6.2 Name, title, location, and experience of each project member, with key local individuals identified

## Part 2: Commercial Proposal

### 1.0 Proposal Letter

Bidder must sign the Proposal Letter embedded to the right. A copy of this letter must be submitted to the identified PGE Representative upon submitting your company's proposal.



### 2.0 Bidder Financial Information

Provide the following details regarding your company:

- 2.1 Bidder's exact legal name of the firm
- 2.2 Bidder's form of legal entity under which business is conducted
- 2.3 Bidder's Federal Tax Identification Number (TIN)
- 2.4 Bidder's physical address for the legal entity identified
- 2.5 Provide copies of your company's audited annual financial statements for the two most recently completed fiscal years
- 2.6 List all major investments in the last two years relative to asset acquisition, capital infrastructure upgrades, etc. as it relates to the scope of this RFP
- 2.7 Provide your company's most current financial ratings from Moody's. Please identify any changes in ratings in the last two years
- 2.8 Provide your company's most current financial ratings from Standard & Poors. Please identify any changes in ratings in the last two years
- 2.9 Provide your company's Dun and Bradstreet number and current ratings
- 2.10 Indicate any involvement in any sale, merger or acquisition activity. If any, please explain

### 3.0 Marketing Pricing

Please provide the following:

- 3.1 Proposed price per customer acquired for an overall proposal to grow the base of enrolled customers by at least 12,000 per year with 80%+ of newly enrolled customers enrolled still with the program after 6 months.
- 3.2 Subcontractors shall be identified by name and billed at actual cost without markup.
- 3.3 Bidder shall provide the proposed format of payments associated with the Work proposed, including Deliverables and criteria for completion. Note: PGE will not agree to Contract Execution Milestones (where PGE would be required to remit payment for simply signing a contract).
- 3.4 Bidder shall identify the desired payment terms in accordance with the following PGE standard options:
  - [2% 10 Days, Net 30] via ACH or Check
  - [Net 45] via ACH
  - [Net 60] via Check

### 4.0 REC Pricing

- 4.1 Proposed price per REC for 1,100,000 megawatt hours of power, including a 10% yearly growth estimate for the contract period. Include delivery schedule, REC source and state of facility
- 4.2 Include an alternative option for delivering all RECs to meet the prior year's customer load by January 1 of the subsequent year
- 4.3 Pricing options, including estimated price/REC, and any brokerage fees. Please include options for both a fixed pricing strategy for the length of the contract and a variable market based pricing strategy

### 5.0 Vendor Qualification Program

To help strengthen PGE's relationship with our suppliers and ensure compliance with federally mandated laws and regulations, PGE has implemented a Vendor Qualification Program (the "VQP") that is managed by a third party, [Global Risk Management Solutions](#) ("GRMS"), on behalf of PGE. There is a \$190.00 annual fee that is required, and which shall be borne by supplier for enrollment in this program.

**ANY AWARD STEMMING FROM THIS RFP IS CONTINGENT UPON THE AWARD RECIPIENT ENROLLING WITH GRMS. THERE IS NOTHING FOR BIDDER TO DO PRIOR TO THE RFP RESPONSE DEADLINE; PGE WILL INITIATE THE VQP PROCESS IF AND WHEN AWARD OF THE BUSINESS DICTATES.**

### 6.0 Insurance Certificate in compliance with PGE's Terms and Conditions

Bidder shall furnish, with its proposal, a current copy of Bidder's Certificate of Insurance verifying coverage specified in PGE's Terms & Conditions.

### 7.0 Sustainability and Environmental

PGE intends to be a leader among the nation's environmentally responsible corporations. Please submit information regarding your company's sustainability program or other environmental programs. Examples might include raw materials used, manufacturing processes, packaging, minimizing the creating of waste, recycling, etc.

## 8.0 Small Disadvantaged Business

PGE attempts to provide for the utilization of Small Business (SB) Concerns and Small Disadvantaged Business (SDB). Please submit information regarding your company's status or if any of your subcontractors proposed for this project are a Small or Disadvantaged Business.

## 9.0 Contractor Safety and Health Review

Bidder shall furnish, with its proposal, a completed Contractor Safety and Health Review form, embedded to the right. For the purposes of this RFP, the term "Contractor" in this form shall refer to Bidder.



## 10.0 PGE Master Agreement

Bidders should state clearly if they fully agree with PGE's Master Agreement, above. If Bidder has already executed a Master Agreement which covers the purchase of the goods and/or services contemplated by this Proposal Request, Bidder should include the existing Master Agreement as part of its response.

In the case Bidder has already executed a Master Agreement with PGE, Bidder is hereby advised that PGE may seek to revise or revisit such an agreement to address the goods and/or services contemplated by this Proposal Request, or account for changes PGE deems necessary.

## 11.0 Additional Considerations

Bidder must disclose any potential or actual conflict of interest that it is aware of that could affect or otherwise impair its ability to perform its obligations under any final agreement to provide the services proposed hereunder.

## Submission of Proposals

Email **one (1) electronic version of both Technical and Commercial Parts (as separate files)** of the RFP response and any relevant supplementary materials to the PGE Representative identified above, titled in the Subject field: "**Confidential - RFP 03106-042916; Due Date June 10, 2016**" by no later than **5:00 PM**, Pacific Time. Please limit the size of your email message(s) to **10MB**. Multiple emails may be used for submission, if necessary. Confirmation of receipt will be provided via email.

**Any proposal received after 5:00 P.M. PST on the bid due date shall be considered non-responsive, and may be excluded from award consideration. It is the Bidders 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 Bidders 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:

- Conformance of proposal with all other requirements of this RFP
- The elements described in Section 2, "Minimum Acceptance Requirements"
- The elements described in Section 3, "Proposal Requirements"
- 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
- Bidders willingness to assign and retain experienced resources to support PGE
- Bidder's proposed legal terms and conditions
- Cost to value ratio
- The ability to support current and emerging technology
- Bidder industry reputation and experience
- Bidder's financial strength
- Training and implementation capabilities
- Oral presentation, including compliance with instructions

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: 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.

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 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 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 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.