



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

August 6, 2013

***Via Electronic Filing and U.S. Mail***

Oregon Public Utility Commission  
Attention: Filing Center  
550 Capitol Street NE, #215  
PO Box 2148  
Salem OR 97308-2148

**Re: UM 1020- CORRECTED - Portland General Electric Company's Request for Proposals for Retail Marketing Services for Residential and Small Commercial Voluntary Renewable Energy Program and/or Acquisition of Renewable Energy Certificates to Offset Usage of Customers on the Program**

Attention Filing Center:

Enclosed for filing is Portland General Electric Company's **Corrected** Request for Proposals for Retail Marketing Services for Residential and Small Commercial Voluntary Renewable Energy Program and/or Acquisition of Renewable Energy Certificates to Offset Usage of Customers on the Program. This document is being filed electronic mail with the Filing Center.

PGE requests that this matter be included on the agenda for the August 20, 2013 public meeting.

If you have any questions or require further information, please call me at (503) 464-8718 or Christopher Liddle at (503) 464-7458. Please direct all formal correspondence, questions, or requests to the following e-mail address: [pge.opuc.filings@pgn.com](mailto:pge.opuc.filings@pgn.com).

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "KWenzel", followed by the text "for Karla Wenzel" written in blue ink.

Karla Wenzel  
Manager, Regulatory Affairs

Enclosures  
cc: UM 1020 Service List

**PORTLAND GENERAL ELECTRIC's**

**CORRECTED**  
**REQUEST FOR PROPOSALS**  
**for**  
***Retail Marketing Services for Residential and Small  
Commercial Voluntary Renewable Energy Program  
and/or  
Acquisition of Renewable Energy Certificates to Offset  
Usage of Customers on the Program***

*August 6, 2013*



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## I. INTRODUCTION

Portland General Electric Company (“PGE”), an investor-owned electric utility in Oregon, is soliciting proposals from potential providers (each a “Provider” or “Bidder”) to conduct marketing services for PGE and/or supply Renewable Energy Credits (“RECs”) to PGE’s voluntary renewable power program. Bids are being solicited to supply marketing services and RECs for the period from January 1, 2014 to December 31, 2016, with an option to extend for up to 2 one-year periods. Bidders can submit proposals to provide marketing services and/or to supply RECs.

## II. BACKGROUND

PGE is an investor-owned utility located in Oregon’s Willamette Valley. Additional statistics include:

- Service territory population 1.7 million, about 43% of the state’s population;
- Customer base approximately 828,000 retail customers, including 104,000 commercial accounts;
- Service territory comprises 4,000 square-miles;
- Service territory includes 52 cities, the largest two being Portland and Salem;
- PGE’s customer satisfaction ratings rank in the top decile among investor-owned utilities nationally.
- PGE’s renewable programs have recently been ranked number one in the nation by the National Renewable Energy Laboratory in terms of the number of enrolled customers and megawatts sold.

More information about PGE can be found at:

[http://www.portlandgeneral.com/our\\_company/pge\\_glance/quick\\_facts.aspx](http://www.portlandgeneral.com/our_company/pge_glance/quick_facts.aspx)

PGE receives oversight from state and federal regulatory agencies, including the Oregon Public Utility Commission (OPUC) and the Federal Energy Regulatory Commission (FERC), in providing safe and reliable power to PGE customers.

With the passage of Senate Bill 1149<sup>1</sup> in 1999, the Oregon legislature required investor-owned utilities in Oregon to provide all residential and small non-residential (monthly demand <30 kw) electric customers with a voluntary program to support renewable energy development. The program receives oversight from the Portfolio Options Committee (POC), a PUC advisory committee comprised of stakeholder representatives from the OPUC, Oregon Department of Energy, renewables and ratepayer advocates, utilities and customers. More information on the POC can be found at:

[http://www.puc.state.or.us/Pages/electric\\_restruc/indices/pac02/mtngmin.aspx](http://www.puc.state.or.us/Pages/electric_restruc/indices/pac02/mtngmin.aspx)

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<sup>1</sup> [http://www.oregon.gov/puc/Pages/electric\\_restruc/consumer/summary.aspx](http://www.oregon.gov/puc/Pages/electric_restruc/consumer/summary.aspx)



PGE measures its work on a “cost per output” basis. For renewables, cost per output measures includes cost per customer enrolled, and cost per REC.

### PGE’s Renewable Programs

PGE offers two voluntary green power programs to residential and small commercial electric customers (collectively, “Green Power Programs”):

1. PGE’s Clean Wind<sup>sm</sup> program offers customers to purchase 200kWh of renewable power for \$2.50/month, of which \$1.50 is allocated to the Clean Wind Development Fund which is used to support the construction of new renewables in Oregon, primarily photovoltaic systems located in the PGE service territory.
2. PGE’s Green Source<sup>sm</sup> program offers customers 100% renewable usage, currently for an additional \$0.008 per kWh over and above the customer’s basic cost of service rate.

PGE also offers a Habitat Support<sup>sm</sup> option to customers, as an additional option to current green power program options. The Nature Conservancy currently manages the funds contributed by Habitat Support customers, and that work is not covered under this RFP. In addition, PGE offers a Clean Wind<sup>sm</sup> voluntary renewable program to large commercial and industrial customers (PGE tariff schedule 54), and work on this program likewise is not included in this RFP.

Information on PGE’s renewable power programs can be found at [www.greenpoweroregon.com](http://www.greenpoweroregon.com) and [http://www.portlandgeneral.com/renewables\\_efficiency/default.aspx](http://www.portlandgeneral.com/renewables_efficiency/default.aspx). Tariffs for PGE’s portfolio renewable 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) and [http://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 changes in REC prices.

Customer enrollments in PGE’s programs top 90,000 today. At this size of enrollment, customer churn becomes an issue. To continue in the top rankings of voluntary programs by enrollment, PGE estimates that net enrollments must increase by at least 10,000 per year during the term of this RFP, and approximately 20,000 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 2012 PGE's Renewable power customers used over 800,000 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:

- Face-to-face sales at events and door-to-door;
- Direct promotions by mail, email, bangtail and bill insert;
- Green Power Community promotions;
- Incentives to PGE Customer Contact Center employees for renewables sales;
- 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 staff;
- Training of PGE employees on green power and renewable programs;
- Data analysis for promotion planning and evaluation, customer churn.

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.

## REC Purchases

PGE anticipates the Green Power Program will be Green-e® certified by year-end 2013.<sup>2</sup> With Green-e certification, all RECs purchased for the program must come from renewable energy facilities that meet Green-e standards and customer education materials and program marketing materials must abide by Green-e Energy Code of Conduct and Customers Disclosure Requirements. REC desirability is highest for those RECs generated in Oregon and Washington, then elsewhere in the WECC. Customers generally prefer wind and solar projects to biomass and low impact hydropower projects. PGE must approve REC commitments prior to purchase.

### III. PRODUCTS REQUESTED (MAY SUBMIT FOR ONE OR BOTH)

#### A. MARKETING SERVICES DESCRIPTION

For Bidders seeking the Marketing Services portion of this RFP, PGE is requesting detailed proposals to assist the utility in increasing residential and small non-residential customer participation in its Green Power Program, enabling PGE to retain its top-tier program rating in terms of number of customers and megawatts sold.

PGE expects the submitted Marketing Services Bid proposal to include, at a minimum (but not be limited to):

- **Detailed** approach to expansion of the current Green Power Program to the residential and the small business customer bases. Expansion of the bases requires acquiring customers likely to stay with the program.
- Expected use of various marketing channels, including but not limited to ones currently being used in marketing the program.
- Types of analyses planned to support above activities.
- Plan for engaging/coordinating with various departments within PGE, including PGE's Marketing and Communications Department as well as PGE's Customer Contact Center.
- Expected use and training of appropriate PGE personnel.
- 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.
- **Detailed** project timeline which identifies steps to be taken to launch a marketing program by January 2, 2014.
- Description of Provider reporting capabilities, and statement of data requirements from Provider.

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<sup>2</sup> <http://www.green-e.org/>

- Proposed price per customer acquired for an overall proposal to grow the base of enrolled customers by at least 10,000 per year with 80%+ of newly enrolled customers enrolled still with the program after 6 months.

## B. REC SUPPLY DESCRIPTION

For Bidders seeking to bid on the REC Supply portion of the RFP, PGE is seeking detailed proposals to assist the utility in providing RECs to offset all customer usage on the program from Green-e certifiable sources, ideally in Oregon and Washington, at competitive prices. Bidders are encouraged to present a broad range of supply acquisition strategies and various pricing options.

PGE expects proposals to supply RECS to include, at a minimum:

- **Detailed** description of the Bidder's experience and qualifications for supplying Green-e certifiable RECs to meet Green Source and Clean Wind loads during the life of the agreement.
- Recommendations for supply strategies to be employed during the contract period to mitigate price volatility during the term of this agreement.
- Plans for managing REC supply price risk.
- If appropriate, suggested strategies for multi-year supply agreements.
- Plans to source RECs from Green-e certifiable projects in Oregon and Washington.
- Process to evaluate/measure the effectiveness of the agreed upon sourcing strategy.
- Expected process for providing market intelligence on RECs to PGE staff.
- Plans for sourcing and transferring eligible RECs to PGE sufficient to meet the prior year's customer load by March 1<sup>st</sup> of the subsequent year.
- Pricing options including estimated price/REC, and any brokerage fees for the estimated customer usage volume of 800,000 mWh.

## IV. SCHEDULE AND PROCEDURE FOR RFP

### A. Timeline

This timetable is provided for planning purposes only and may be modified by PGE.

<b>Activity:</b>	<b>Target Date:</b>
Publish RFP (via e-mail)	August 21, 2013
Bidder submits intention to bid	September 3, 2013, 5PM PDT
Bidder questions and requests for clarification due	September 3, 2013, 5PM PDT
Responses to questions and any revisions to RFP posted	September 10, 2013
Bids Due (submit via e-mail)	October 4, 2013, 5PM PDT



In person presentations, if needed	Week of October 14, 2013
Negotiation of Definitive Agreements	Week of October 28, 2013
Revised Tariff Filed	Week of November 11, 2013
Scope Finalization, Definitive Agreement Signed	Week of December 9, 2013
Launch Marketing Plan	January 2, 2014

## B. Bid Evaluation

PGE's project team members will evaluate each proposal based upon their understanding of how the proposal meets PGE's business objective and satisfies the service requirements requested.

### Step 1:

- Upon receipt, PGE will conduct an initial screening review of the proposals to determine if all requirements have been met.
  - Bidders will be screened based on the elements described in Section I of Appendix A, "Proposal Requirements"
  - Conformance of proposal with all other requirements of this RFP

### Step 2a:

- The proposals for marketing services that meet the threshold requirements set forth in Step 1 will be evaluated based on the following factors and weighting:

<b>Weight</b>	<b>Marketing Services Evaluation Factor</b>
30%	Bidder's marketing experience and qualifications
35%	Bidder's overall plan for sustaining a high growth rate <sup>3</sup> in PGE's residential and small commercial Green Power Program.
35%	Bidder's proposed price for customer acquired <sup>4</sup> in the Green Power Programs.

<sup>3</sup> High growth rate is defined as 20,000 new enrollments per year, 80% of which are with the program after six months, yielding net enrollment growth of 10,000.

<sup>4</sup> A "customer acquired" within this RFP, is a customer who enrolls in the PGE renewable option and remains a customer for 6 months in the program.

Step 2b:

- The proposals for REC Supply that meet the threshold requirements set forth in Step 1 will be evaluated based on the following factors and weighting:

Weight	REC Supplier Evaluation Factor
30%	Bidder's experience and qualifications for supplying RECs.
35%	Bidder's plans for sourcing Oregon/Washington RECs while mitigating price risk
35%	Bidder's proposed price per REC.

PGE will be evaluating proposals based on multiple evaluation criteria. Lowest bid will not necessarily result in a contract award, as PGE will evaluate the risk and cost-to-benefit ratio of proposals relative to each other. PGE's requirements are driven by business process needs and contract award will be highly associated with how a proposed solution best fits these needs, at a competitive cost.

Although PGE is under no obligation to reveal to a bidder how a proposal was assessed or to provide specific information relative to the decision-making process, we are committed to fairness and to providing a level playing field.

After PGE completes the review of all proposals, PGE may ask some of the respondents to make an in-person presentation of their proposal to PGE's review committee, and to answer related questions.

## V. GUIDELINES FOR SUBMITTING PROPOSALS

### A. Intent to Bid

All Bidders must submit executed copies of the documents in Appendix B and Appendix C by the deadline of September 3, 2013 to [renewablesRFP@pgn.com](mailto:renewablesRFP@pgn.com)

1. Intent to Bid/Bid Form - This allows PGE to identify bidders and send any RFP amendments to participating bidders.
2. Non-Disclosure Agreement- All projects that involve access to or potential access to customer data require confidential treatment. For purposes of this RFP, the NDA will also secure the confidentiality of your RFP submittal. Bidders must sign the NDA and return it to PGE with the Intent to Bid/ Bid Form. Only one NDA per Bidder is required, regardless of the number of proposals submitted.

## B. Questions/Revisions to RFP

Correspondence regarding procedural questions, questions related to Product characteristics, terms and conditions, and questions regarding proposal submissions should be directed to: [renewablesRFP@pgn.com](mailto:renewablesRFP@pgn.com). PGE will e-mail questions and answers to all Bidders and stakeholders. Questions and clarifications on the RFP itself will be due by the date outlined in the timeline in section IV A.

**To maintain the integrity and transparency of the RFP, PGE personnel have been instructed not to accept telephone calls, emails, or any other communications regarding this RFP from prospective Providers or registered parties. Attempting to contact PGE personnel through methods other than the [renewablesRFP@pgn.com](mailto:renewablesRFP@pgn.com) email address will be considered a breach of the RFP protocols and may result in the disqualification of a prospective Bidder.**

PGE may revise the RFP documents prior to the due date for receipt of proposals. Revisions will be announced by addendum. Notification of addenda will be furnished to parties who have submitted notice of intent to bid.

## C. Submitting Proposals

All responses shall be in the form of electronic PDF format to be considered. They should be sent to the following email address: [renewablesRFP@pgn.com](mailto:renewablesRFP@pgn.com). Information that the respondent does not wish to email will be considered if placed on a Compact Disc in PDF format and delivered no later than October 4, 2013. Email submittals should highlight information not included in the email response that will be sent via compact disc. Contact [renewablesRFP@pgn.com](mailto:renewablesRFP@pgn.com) for mail address if needed.

No other methods of response will be considered. Respondents have full responsibility for delivery of proposals on time. Proposals not received by the specified time noted will not be accepted. Submit by 5:00 PM Pacific Daylight Time, October 4, 2013.

## D. Response Format

**Full Response Format is found in Appendix A.** Bidders should adhere to this specific format to aid the project team in their efforts to efficiently evaluate all bids. Responses that deviate from the requested format may disqualify Bidders.

#### E. Affiliation with Portland General Electric Company

Providers are required to describe any affiliate relationship that they have with PGE or any of its affiliates in accordance with ORS 757.015. An Affiliate relationship can be based on any one of several criteria, including a five percent direct or indirect equity control threshold, and two or more common officers or directors. The complete statute can be found on the Internet: [www.leg.state.or.us/ors/757.html](http://www.leg.state.or.us/ors/757.html). Projects or products proposed by Providers that are directly or indirectly affiliated with PGE, or its affiliates, must specifically be approved.



## **Appendix A – Proposal Submittal Format**

### **Section I**

#### Threshold Screening Information:

1. First page: Provider profile as submitted in Appendix C
2. An outline or table of contents showing that all elements of the required response are included
3. Credit information: Submit 2 full years of financial statements with accompanying notes (income statement and balance sheet), audited if available otherwise internal, plus year-to-date interim statements. Financial statements should reflect the operational units effectively involved in delivery of the proposed services, and not just the parent company.

### **Section II**

1. Executive Summary
2. Proposal Details of the Marketing Services Product, if bidding, including all information requested in the section III A of the RFP
3. Proposal Details of the REC Supply Product, if bidding, including all information requested in section III B of the RFP

### **Section III**

1. Project implementation plan, including milestones and key dates for products in bid proposal
2. Startup activities, not-to-exceed costs for outputs in bid proposal, and outcomes (enrolled customers with 80%+ retention rate after 180 days and/or RECs supplied)

### **Section IV**

1. Experience with similar retail programs. Specifically identify what makes your company uniquely qualified to meet PGE's needs for products bid on under this RFP.
2. Project Team - List members of the development team, the implementation team, and the ongoing management team. Provide resumes for each member on each respective team, including training, relevant experience, functions expected to perform, area(s) of expertise, and experience and role in regulatory proceedings. Indicate anticipated Portland-based staff.

3. References - Please provide three references. Preference is given to references from the utility industry and those that demonstrate experience in the green power market or other projects of similar size and scope.

Please include:

Reference Company (include City, State)  
Contact name/title  
Contact phone & e-mail  
BRIEF Project Summary

4. List other projects completed, in process, or in the development phase.

#### **Section V**

1. Describe business-related litigation (plaintiff and defendant), and regulatory investigations and/or proceedings in which Provider were previously or are currently involved.
2. Describe existing commitments by financial institutions and provide documentation supporting these commitments

#### **Section VI**

1. Other Considerations and Benefits – describe any other benefits that Bidders are offering to PGE in its bid.

## Appendix B – Non-Disclosure Agreement (NDA)

A signed copy of this Non-disclosure Agreement should be submitted by Provider with the intent to bid form (Appendix C).

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made effective as of the \_\_\_ day of \_\_\_\_\_, 2013 by and between PORTLAND GENERAL ELECTRIC COMPANY (“PGE”), having its principal office at 121 SW Salmon Street, Portland, Oregon 97204 and \_\_\_\_\_ (“Provider”), having its principal office at \_\_\_\_\_. Throughout this Agreement PGE and Provider may sometimes be individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, PGE is soliciting demand side resources to balance its supply-side portfolio, conserve resources and protect the environment, and has issued a Request For Proposals (RFP) to fulfill those resource needs; and

WHEREAS, the Parties desire to investigate the possibility of executing a transaction (the “Transaction”) to meet some of PGE’s needs; and

WHEREAS, in order to pursue that possibility, PGE and Provider will provide to each other certain information which the disclosing Party considers to be proprietary and confidential.

NOW THEREFORE, the Parties agree as follows:

The disclosure of confidential information pursuant to this Agreement is subject to the following conditions and limitations:

1. As used herein, “Confidential Information” means all oral or written non-public, confidential or proprietary information given or otherwise delivered by one Party (hereinafter the “Disclosing Party”) to the other Party (hereinafter the “Receiving Party”), designated in writing or stamped as “confidential” at the time of delivery to the Receiving Party or its directors, officers, employees, representatives, advisors, contractors or agents (collectively, “Representatives”), by the Disclosing Party or its Representatives, together with analyses, compilations, studies, notes or other documents prepared by the Receiving Party or its Representatives which contain or reflect Confidential Information; provided, however, that oral information that is not confirmed as Confidential Information in writing within two (2) business days of disclosure to the Receiving Party shall not be considered Confidential Information under this Agreement; provided further that such confirming writing shall state with particularity the oral information disclosed, the identity of the Disclosing Party’s Representative who made the oral disclosure, the identity of the Receiving Party’s Representative who received the oral information, and the date, time and place of said disclosure. Notwithstanding the foregoing, any PGE customer information disclosed hereunder is Confidential Information. Confidential Information does not include information which (a) is, or becomes, publicly available, other than through the wrongful act of the Receiving Party; (b) was in the possession of the Receiving Party prior to receipt from the Disclosing Party, (c) is independently developed by the Receiving Party, provided that it was not derived from any Confidential Information received from the Disclosing Party, or (d) information that was obtained by the Receiving Party from a third person who, insofar as is known to the Receiving Party, is not prohibited from transmitting the information by a contractual, legal or fiduciary obligation.

2. The term “person” as used in this Agreement, shall be interpreted broadly to include, without limitation, any individual, corporation, company, entity, partnership, group, regulatory agency, or other governmental entity.

3. Except as otherwise required by law, rules or regulations, the Receiving Party agrees that it will, in the same manner as it protects its own confidential information, but in no event less than a reasonable manner, hold in trust and confidence and not disclose any Confidential Information to any person not authorized in paragraph 4 of this Agreement.

4. The Receiving Party agrees that the Confidential Information will not be used for any purpose other than in connection with the Transaction. The Receiving Party will restrict access to Confidential Information to such of its Representatives who have a need to know as is reasonably necessary for the purposes described herein. Each such recipient of Confidential Information shall be informed by the Receiving Party of its confidential nature, and shall be directed to treat such information confidentially and shall agree to abide by the provisions of this Agreement. In any event, the Receiving Party shall be responsible for any breach of this Agreement by any person to whom it discloses Confidential Information, other than disclosures pursuant to paragraph 5 of this Agreement.

5. In the event that the Receiving Party is required by subpoena, oral deposition, interrogatories, request for production of documents, administrative order, process or otherwise, to disclose any Confidential Information, the Receiving Party shall give the Disclosing Party notice of same as soon as reasonably practicable so that the Disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. If, in the absence of a protective order or waiver, the Receiving Party is compelled to disclose any Confidential Information, the Receiving Party may make such disclosure without any liability under this Agreement, and to the extent permissible, will give the Disclosing Party prior notice of such disclosure.

6. Neither Party is obligated by this Agreement to enter into any negotiations, any transaction or the Transaction. Each Party will bear its own costs and expenses, including legal fees and fees of any advisors and the costs incurred by it in the development of appropriate documentation with respect thereto. The Parties agree that no joint venture, partnership or other fiduciary relationship shall be deemed to exist or arise between them as a result of this Agreement.

7. The Receiving Party understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to seek injunctive relief as well as reimbursement by the Receiving Party for legal and other expenses as a remedy for any such breach, including expenses for any appeal there from or review thereof so long as the Disclosing Party prevails. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

8. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein, and supersedes all prior understandings or agreements, written or oral, on these matters. No waiver or amendment of this Agreement shall be effective unless it is in writing and signed by both Parties.

10. The confidentiality obligations of this Agreement shall remain in effect for two (2) years from the date hereof.

11. This Agreement shall be governed by and construed under the laws of the State of Oregon without regard to its conflicts-of-laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement (the "Proceedings"), each Party irrevocably submits to the exclusive jurisdiction of the courts of the State of Oregon and the United States District Court located in Multnomah County, Oregon and irrevocably waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such Party. Nothing in this Agreement precludes either Party from enforcing in any jurisdiction any judgment, order or award obtained in any such court.

12. PGE AND PROVIDER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN PGE AND PROVIDER ARISING OUT OF THIS AGREEMENT OR OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH.



13. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE. FURTHERMORE, NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL EXCEED ONE MILLION DOLLARS (\$1,000,000.00).

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through its duly authorized representatives, effective as of the day first above written.

PORTLAND GENERAL ELECTRIC COMPANY (PROVIDER)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

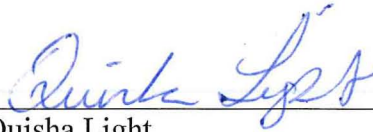
### Appendix C – Required Provider Profile

Company Name:		
Name of Contact:		
Title:		
Mailing Address:		
Telephone:	Fax:	E-mail:

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day caused **Portland General Electric Company's**  
**CORRECTED Request for Proposals for Retail Marketing Services for Residential and**  
**Small Commercial Voluntary Renewable Energy Program and/or Acquisition of Renewable**  
**Energy Certificates to Offset Usage of Customers on the Program** to be served by electronic  
mail to those parties whose email addresses appear on the attached service list from OPUC  
Docket No. UM 1020.

Dated at Portland, Oregon, this 6<sup>th</sup> day of August, 2013.



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Quisha Light  
Regulatory Paralegal  
Portland General Electric Company  
121 SW Salmon St., 1WTC1301  
Portland, OR 97204  
(503) 464-8866 (Telephone)  
(503) 464-2200 (Fax)  
[quisha.light@pgn.com](mailto:quisha.light@pgn.com)

**SERVICE LIST –  
OPUC DOCKET # UM 1020**

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