



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

April 30, 2021

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

Re: Supplemental Filing of UM 1020 – Portland General Electric Company’s Request for Proposal for Retail Marketing Services for Residential and Small Commercial Voluntary Renewable Energy Program and Acquisition of Renewable Energy Certificates to Offset Participant Usage

Portland General Electric Company (PGE) hereby submits this supplemental filing of PGE’s Request for Proposal (RFP) for Retail Marketing Services, Outreach Services, and/or Renewable Energy Certificate Supply for PGE’s Residential and Small Commercial Renewable Energy Products. PGE initially submitted the filing on April 13, 2021 as confidential and password protected. It has been discovered that the RFP initially filed, is not confidential and needs to be accessible for public viewing on the OPUC website. The RFP has language about confidentiality in general, however, the RFP is not confidential, and PGE has removed all footnotes stating the RFP is confidential.

Should you have any questions or comments regarding this filing, please contact Casey Manley (503) 464-8258.

Please direct all formal correspondence and requests to the following email address pge.opuc.filings@pgn.com

Sincerely,

\s\ Robert Macfarlane

Robert Macfarlane
Manager, Pricing & Tariffs

Enclosure
cc: Eric Shierman, OPUC
Sarah Hall, OPUC
UM 1020 Service List



REQUEST FOR PROPOSAL

**Retail Marketing Services, Outreach Services, and/or Renewable
Energy Certificate Supply for PGE's Residential and Small Commercial
Renewable Energy Products**

dated

05/20/2021

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SECTION 1: INTRODUCTION

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 more than 130 years of experience in the generation, transmission and distribution of electricity, supplying power to a population of over 1.9 million people, with approximately 772,389 residential, 109,107 commercial customers, and 270 industrial customers within a 4,000 square-mile service territory, including 51 Oregon cities. (2018 PGE Quick Facts)

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

Please visit the company web site at www.portlandgeneral.com 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 "PGE at a Glance" link found in the navigation at the bottom of the page.

General Description of Request

Portland General Electric Company ("PGE") seeks your proposal for marketing, outreach, and/or Renewable Energy Certificate ("REC") supply for PGE's Green Future Choice and Green Future Block products for the January 3, 2022 – December 31, 2024. Bidders may respond to any combination of those services ("RFP").

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

PGE Representative

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

Sasha Froblom
Portland General Electric
121 SW Salmon Street, 1WTC0505
Portland, OR 97204
Phone: (503) 464-2822
Email: sasha.froblom@pgn.com

To ensure timely and adequate consideration of your proposal, Bidders are asked to limit all contact, whether verbal or email, pertaining to this RFP, to the designated PGE Representative above for the duration of the RFP process. Failure to comply with this request will compound the complexity of this project and may jeopardize PGE's ability to meet the timeline. Bidders who are currently engaged with PGE as part of their existing services are asked to limit communication with PGE to existing services. Any

communication to other PGE individuals regarding this RFP without the approval of the PGE Representative may immediately disqualify Bidder.

Questions

Questions should be consolidated into one submittal in the attached Question and Answer document and sent to the PGE representative above by the question deadline as indicated in the RFP Timeline below. Confirmation of receipt will be provided. Only questions received by the question due date will be responded to, and all questions and their associated responses will be provided to all Bidders involved. It is Bidder's sole responsibility to ensure that no confidential information is provided within the questions, and Bidder agrees and understands that this information will be shared with all Bidders involved. Bidders will receive responses to those questions that PGE is able to answer by the answer date denoted in the RFP Timeline below.

PGE Philosophy

PGE is committed to its Core 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 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.

SECTION 2: SCOPE OF WORK

Detailed Description of Project

Background on PGE's Green FutureSM Programs

For more than 20 years, PGE has offered customers options to "green" their energy. Today, three voluntary renewable energy products and an additional environmental product are available to eligible (have not been disconnected due to late bill payment within previous 12 months) Residential and Schedule 32 Small Commercial Customers ("Customers") under the "Green Future" program umbrella:

1. **Green Future Block** Customers can purchase 200 kilowatt-hour (kWh) "blocks" of wind power for \$2.50/month. Program funds remaining after covering the cost of marketing, program administration, and REC supply are allocated to a Renewable Development Fund and used to support the construction of new renewables in Oregon.
2. **Green Future Choice** (*most popular*) 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. Program funds remaining after covering the cost of marketing, program administration, and REC supply are allocated to a Renewable Development Fund and used to support the construction of new renewables in Oregon.
3. **Green Future Solar** (*sold out*) Customers may purchase 100% solar energy in 1 kW blocks of capacity for \$5.00/month. Each block generates a projected 1,200 kWh each year. This product is sourced from a local solar project in Willamina, OR and has a cap of 2,935 kW block enrollments and is currently fully subscribed. The product is set to expire at the end of 2022.
4. **Habitat Support** is an environmental product available only to Customers enrolled in at least one of the Green Future options. Customers enrolled in this option pay an additional \$2.50 each month to support native fish habitat restoration projects in Oregon. Habitat funds are administered by a non-profit partner, currently The Nature Conservancy.

Customers may participate in multiple programs at the same time. Participation is voluntary. Customers must proactively opt-in to participate and may drop from the program at any time with no penalty.

Customers choosing Green Future Block and/or Green Future Solar (“Block Products”) may elect to purchase multiple blocks per month. Participants continue to pay the cost of basic service plus an incremental per kWh amount (Green Future Choice) that will fluctuate each month with their actual electricity use or a fixed amount (Green Future Block) that will remain consistent each month.

Bidder(s) selected for Marketing and/or Outreach Services will be expected to offer the Habitat Support option alongside Green Future Choice and Green Future Block options. In addition, support may be requested to keep Green Future Solar fully subscribed as a result of natural customer attrition from moves and drops and/or to transition Green Future Solar participants to an alternative product as it expires at the end of 2022.

Green Future revenue must cover all program costs, including marketing and administrative costs and the cost of purchasing RECs to match customer demand. As such, PGE is a steward of Customer dollars and seeks to ensure they are used responsibly to promote Customers’ interests of driving demand for new renewable energy generation in their region and while keeping participation rates accessible for a broad diversity of utility customers. Retail rates for Green Future products are subject to change but to do so requires the approval of the Oregon Public Utilities Commission.

PGE also offers a voluntary renewable program to large commercial and industrial customers (PGE tariff Schedule 54) called Green Future Enterprise. Work on this product is not included in this RFP.

PGE’s Green Future Products are industry leading, ranked #1 in total participants for 11 years, total Megawatt-hour (MWh) sales for 8 years, participation rate for 6 years, and green sales rate for 5 years on the National Renewable Energy Lab’s (NREL) top ten lists (<https://www.nrel.gov/analysis/assets/pdfs/2019-archive-top10.20200925.pdf>).

Information on PGE’s Green Future program can be found at <https://portlandgeneral.com/greenfuture>

Tariffs for PGE’s portfolio Green Future products can be found at

- Residential (Schedule 7):
https://assets.ctfassets.net/416ywc1laqmd/6RgTNk5RU1bldl0LdPpIY9/05085a3a56c39b537e8193e0e82ad967/Sched_007.pdf
- Small Business (Schedule 32):
https://assets.ctfassets.net/416ywc1laqmd/4CBP1s8kyYcAKxIVeCTxEf/3fb8c1ac5c7da371eafb4ea952230296/Sched_032.pdf

Green Future products are Green-e® Energy certified by the non-profit Center for Resource Solutions. On an annual basis, all marketing is subject to a marketing compliance review and REC supply is audited. Bidders seeking to support marketing, outreach, and/or REC supply are expected to support respective activities and act as a partner to ensure compliance with the Green-e® Energy National Standard and Code of Conduct. These documents are available at <https://www.green-e.org/programs/energy/documents>.

PGE expects REC demand to continue to grow by ~11% per year on average through the 2022-2024 contract period.

Currently, the program experiences approximately 16% annual attrition rate with most drops associated with customers leaving the service area.

Program participation and MWh sales from the past three years are provided in the chart below

	Green Future Choice			Green Future Block		
	2018	2019	2020	2018	2019	2020
Residential						
Eligible Customers	776,207	768,052	792,610	776,207	768,052	792,610
Participants	196,160	216,445	222,169	7,449	7,080	6,706
MWh Sales	1,485,412	1,758,704	1,920,573	21,490	18,599	18,828
Small Business						
Eligible Customers	92,279	91,918	93,592	92,279	91,918	93,592
Participants	2,851	3,115	3,330	171	159	229
MWh Sales	46,532	49,951	45,598	751	479	555
Total						
Eligible Customers	868,486	859,970	886,202	868,486	859,970	886,202
Participants	199,011	219,560	225,499	7,620	7,080	6,935
MWh Sales	1,531,944	1,808,656	1,966,172	22,241	19,078	19,383

Marketing and Outreach services

Bidders should seek to grow new program participation and retain current participants at a rate that would, at minimum, maintain PGE’s #1 NREL ranking for total participants through the contract term. Bidders should also recommend an approach that increases customer awareness of their renewable energy options and provides equitable access to a customer-friendly enrollment experience across customer segments.

In recent years, 94% of new enrollments have come from person-to-person channels, including inbound calls through PGE’s customer contact center and a suite of outreach tactics including door-to-door, storefront and event tabling. While this approach has largely been successful, it has some limitations. PGE estimates that approximately 33% of customers are not reachable via door-to-door campaigns because they may live in more rural, less walkable areas or secure access condo/apartment buildings. While outbound calling (established in 2021) will provide an opportunity to target additional customers who might not be reachable via door-to-door, PGE would like to explore opportunities to unlock new and efficient growth and awareness potential across digital and even paper tactics as a way of reaching all customers effectively and efficiently. PGE expects to continue to utilize outreach as a central strategy to reach customers and in recognition of the unique skillset required in a vendor to successfully deliver that service, have structured this RFP to accept bids for one or both of Marketing and/or Outreach Services. Pricing will be requested separately to ensure bids can be clearly evaluated.

Marketing Services should include the overarching growth strategy for all non-outreach acquisition and retention tactics.

Outreach Services should include the strategy and execution for all outreach channels which may include any combination of door-to-door, event tabling, storefront tabling, and/or outbound calling.

Bidder(s) selected for Marketing and / or Outreach Services will be expected to work in close partnership with PGE staff and each other, if applicable, to support an overall team approach to delivering the highest quality experience to customers and program results.

The program has benefitted from a variety of acquisition and retention tactics conducted and/or supported by an existing Marketing and Outreach partner and PGE’s internal marketing staff. The

following is a snapshot of such channels and tactics but is not prescriptive. Bidders are expected to define what is included in their Marketing and / or Outreach plans.

- Outreach services
 - Tabling at storefronts and community events
 - Door-to-door canvassing
 - Outbound calls
- Print and digital acquisition tactics
 - Direct mail
 - Email
 - Bangtails & bill inserts
- Digital marketing
 - Digital strategy
 - Digital advertising
 - Social media content creation
 - Microsite development and hosting
- EPA Green Power Community Challenges
- Miscellaneous consulting & support services
 - Product and/or marketing innovations
 - Reporting to and working with oversight groups such as the Portfolio Options Committee and Oregon Public Utilities Commission staff
 - Green-e® Energy marketing compliance and annual Marketing Compliance Review
 - Data analysis for promotion planning, evaluation, and customer churn
- Utility-led acquisition channels
 - Customer Contact Center
 - New Customer welcome packets
 - Utility website
- PGE Customer Contact Center support
 - Training
 - Incentives development and management for PGE Customer Contact Center representatives
- Retention tactics:
 - A welcome letter that includes a renewable power window decal
 - Program newsletter
 - A coupon booklet (print and mobile) containing discount coupons for retail products and services from businesses that purchase renewable power

The OPUC and, historically, a stakeholder committee called the Portfolio Options Committee (POC) review and may audit program costs and outputs, including marketing and administration costs. Prospective Bidders are advised that such review may extend to the Bidder's costs and programs related to the contract awarded as a result of this RFP.

REC Supply

PGE will be providing ~800,000 RECs annually from their Wheatridge wind, solar, and battery storage facility in Oregon through the end of 2024. The selected Bidder will be required to purchase and supply RECs that satisfy the remaining Green Future Choice and Green Future Block participant demand in Green-e reporting years 2022, 2023, and 2024. RECs must align with PGE's tariff schedule requirements and adhere to Green-e® Energy national standards, including establishing and managing to the mix of renewable resources disclosed in annual product content labels. The final Bidder will also be responsible for verifying and tracking RECs used to support the programs. Bidders are encouraged to present a broad range of supply strategies and pricing options.

PGE's purchasing preference includes (in numbered order):

- Geography:
 - 1.) PGE's service area
 - 2.) State of Oregon
 - 3.) Pacific Northwest (OR, WA, ID)
 - 4.) Western Electric Coordinating Council (WECC)
- Renewable Resource:
 - 1.) Wind
 - 2.) Solar
 - 3.) Geothermal
 - 4.) Low-Impact Hydro
 - 5.) Biomass

Minimum Acceptance Criteria (May submit for Outreach Services, Marketing Services, or REC Supply, or any combination of two, or all three)

Outreach Services

- A. Knowledge of local market and PGE service territory
- B. Experience with environmental claims (i.e. FTC Green Guides, Green-e® Energy)
- C. Experience marketing environmental products (i.e. carbon offsets, RECs, etc)
- D. Previous work experience with regulated industries (i.e. utilities, financial, etc)
- E. Ability to assign multi-lingual staff, especially Spanish-speaking, to conduct outreach
- F. Experience with adhering to door-to-door solicitation laws and the Telephone Consumer Protection Act (if outbound calling)
- G. Experience designing and conducting quality assurance audits and addressing/reducing customer complaints

Marketing

- A. Experience with multi-language marketing, especially Spanish
- B. Experience with environmental claims (i.e. FTC Green Guides, Green-e® Energy)
- C. Experience marketing environmental products (i.e. carbon offsets, RECs, etc)
- D. Previous work experience with regulated industries (i.e. utilities, financial, etc)
- E. Experience creating and launching marketing plans
- F. Experience with the use of various marketing channels, including but not limited to digital and paper channels

REC Supply

- A. Previous experience supplying Green-e® Energy certified RECs to meet voluntary Green Power Programs
- B. Previous experience working with CRS for Green-e® Energy certification, specifically with Annual Verification Audit (preferred)
- C. Extensive experience sourcing, purchasing, and providing market intelligence on RECs to utility staff, with particular focus on RECs sourced from the Pacific Northwest region
- D. Utilization and understanding of WREGIS for REC transfers and retirement

Information Security (Applies to all Bidders handling PGE data)

- E. PGE data is encrypted data at-rest and in-transit using algorithms and key lengths that meet the NIST SP 800-32 guidelines
- F. PGE data would be logically segmented or otherwise separate from other tenant data
- G. Bidder access to PGE data is limited through the principles of Least Privilege and Segregation of Duties
- H. Access policies regarding PGE data are enforced through procedural and automated control mechanisms

- I. Activity in relation to PGE data is logged in sufficient detail to identify the who, what, where, and when and is retained for at least one year
- J. If PGE employee access is required, you support integration with PGE’s federated identity management solution (aka Single Sign-On) or Multi-factor Authorization (MFA)
- K. Cybersecurity insurance with a minimum limit of \$5,000,000 per claim
- L. Data Center used to house PGE data are considered a tier 2 or higher based on the Telecommunications Industry Association (TIA)-942 or equivalent standard
- M. Bidder has a formalized and documented Information Security Program with implemented controls based off industry best practices such as National Institute of Standards and Technology (NIST), Center for Internet Security (CIS), and Cloud Security Alliance (CSA)
- N. Malware security
- O. Disaster recovery and business continuity processes, procedures, and controls

Incorporated Documents

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

1. Portland General Electric Master Purchase Agreement.
2. Exhibit A.1 –OR- Exhibit A - PGE Contractor Insurance Requirements
3. PGE Data Security Addendum
4. Submittal Part 1- Proposal Letter
5. PGE Question and Response Form
6. Pricing Workbook
7. Supplier Diversity Spend Plan Template

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.

SECTION 3: PROPOSAL REQUIREMENTS

RFP Timeline

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

Date	Activity
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April 28, 2021	RFP issued to Bidders via email invitation
May 4, 2021	Acknowledgement of intent to bid via Email returned
May 13, 2021	Bidders submit questions via email by 2:00 PM , Pacific Time
May 25, 2021	PGE's responses to questions released to all Bidders via email by 5:00 PM , Pacific Time
June 16, 2021	RFP responses due by 2:00 PM , Pacific Time
June 30, 2021	RFP Stakeholders to review and evaluate proposals, check references, and determine finalist candidates (if necessary)
Week of July 12, 2021	Finalist Bidder Presentations (if necessary)
July 28, 2021	Initiate contract negotiations and final Statement of Work detail
September 2021	External Bidder Selection/Contract Execution
January 3, 2022	Launch marketing and/or outreach plan(s)

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.

Proposal Format

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

List of Required Submittals

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

Submittal Part 1

Proposal Letter (Return in PDF format)

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

Submittal Part 2

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 PGE to locate the required information for verification and analysis.

No pricing information is to be provided in Submittal Part 2. A complete proposal includes submittal of the documents listed, as follows.

Bidders may provide proposals to Marketing, Outreach, and/or Supply services. Some sections are only required for Bidders seeking to provide one or more of those services and are identified in parenthesis, as applicable.

Technical Capabilities

1.0 Company Information (All Bidders to complete)

- 1.1 State the service(s) included with your bid (i.e. Marketing Services, Outreach Services, and / or REC Supply)
- 1.2 Provide Bidder's company overview, product/service offering, and number of years Bidder has been in business, and number of companies utilizing your services
- 1.3 Describe Bidder's affiliation with other companies and listing of industry associations
- 1.4 Provide Bidder's Headquarters location, other office locations, and local staff presence
- 1.5 Describe any unique features, technology, strategy, etc., that sets Bidder apart from other firms
- 1.6 Describe Bidder's approach to corporate responsibility, including efforts to promote diversity, equity, and inclusion.

2.0 Experience (All Bidders to complete)

- 2.1 Describe Bidder's experience with
 - 2.1.1 Working with utilities including: Utility name, location of utility, number of customers served by utility, description of services, duration of contractual relationship, product type (i.e. REC-based, community solar, etc), participation growth during that time
 - 2.1.1.1 If Bidder has not worked with other utilities, please describe experience working with regulated industries and how that experience would translate well to the services requested in this RFP. Include as much applicable, like-information as what is requested of those with utility experience
 - 2.1.2 Reporting to regulatory bodies and/or community stakeholder groups
 - 2.1.3 (Marketing and/or Outreach Services Bidders) Complying with FTC Green Guides and Green-e® Energy requirements, including supporting the successful completion of Green-e® Energy Marketing Compliance Reviews
 - 2.1.4 (Marketing and/or Outreach Services Bidders) Multi-language (especially Spanish) marketing and / or outreach services
 - 2.1.5 (Marketing and/or Outreach Services Bidders) Collaborating with other vendors who serve Bidder's client(s)
- 2.2 Describe non-compete policies
- 2.3 Describe conflict of interest policies and identify any potential conflicts that could result from Bidder's proposal(s) being selected

3.0 Marketing Services (Marketing Services Bidders to complete)

- 3.1 Propose Bidder's detailed **marketing plan** to increase Green Future program participation and awareness. The proposed plan should include, at minimum:
 - a. Process for strategy development, execution, and measuring success
 - b. Expected use of various marketing acquisition, awareness, and retention tactics. Please list all tactics included in the plan, channels used, and expected annual volume of customers to be reached by each tactic
 - c. Expected participation results over the contract period, including total participation and gross adds per year by customer segment and tactic

-
- d. Description of how marketing revenue would be allocated between acquisition tactics, retention tactics, and administration
 - 3.2 Describe Bidder's plan for engaging/coordinating with various departments within PGE, including the following:
 - 3.2.1 PGE's Marketing and Communications Department to ensure brand alignment, coordinate timing of efforts, and any expected PGE staff resource requirements to execute marketing and/or outreach plans
 - 3.2.2 Approach or expected utilization of any cross-product marketing and/or outreach efforts (among PGE's other products and services)
 - 3.2.3 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
 - 3.3 Describe Bidder's reporting capabilities, and statement of data requirements from Bidder
 - 3.4 Describe how Bidder will apply Diversity, Equity, and Inclusion best practices to their marketing plan
 - 3.5 As an appendix, provide samples of digital and print marketing materials developed to acquire new participants as well as retain existing ones
 - 3.6 Provide a detailed project timeline which identifies the milestones required to launch a marketing plan by January 3, 2022

4.0 Outreach Services (Outreach Services Bidders to complete)

- 4.1 Propose Bidder's detailed **outreach plan** to increase Green Future program participation and awareness. The proposed plan should include, at minimum:
 - a. Include the geographic areas, tactics planned in those areas, expected annual volume of customers targeted and reached by each tactic
 - b. Expected gross adds per year by customer segment and outreach tactic
 - c. Describe how resources would be allocated by customer segment and outreach channel
- 4.2 If applicable, describe Bidder's process for identifying event / tabling opportunities, engaging the public at events, and developing community partnerships to help promote the program
- 4.3 Describe Bidder's approach to ensuring high customer satisfaction levels including any staff training program, quality controls, customer service policies, and employee codes of conduct
- 4.4 Describe Bidder's process for following-up on customer complaints and escalated issues, including timeline for resolution
- 4.5 Describe Bidder's process for validation of enrollments and fraud prevention
- 4.6 Describe Bidder's reporting capabilities and statement of data requirements from Bidder
- 4.7 Describe how Bidder will apply Diversity, Equity, and Inclusion best practices to their outreach plan
- 4.8 Provide a detailed project timeline which identifies the milestones required to launch an outreach plan by January 3, 2022

5.0 Information Security (All Bidders handling PGE data to complete)

- 5.1 Please describe Bidder's information security protocols and/or how Bidder would secure PGE's information through the following methods:
 - 5.1.1 PGE data is encrypted data at-rest and in-transit using algorithms and key lengths that meet the NIST SP 800-32 guidelines
 - 5.1.2 PGE data would be logically segmented or otherwise separate from other tenant data
 - 5.1.3 Bidder access to PGE data is limited through the principles of Least Privilege and Segregation of Duties

-
- 5.1.4 Access policies regarding PGE data are enforced through procedural and automated control mechanisms
 - 5.1.5 Activity in relation to PGE data is logged in sufficient detail to identify the who, what, where, and when and is retained for at least one year
 - 5.1.6 Data Center used to house PGE data are considered a tier 2 or higher based on the Telecommunications Industry Association (TIA)-942 or equivalent standard
 - 5.1.7 Bidder has a formalized and documented Information Security Program with implemented controls based off industry best practices such as National Institute of Standards and Technology (NIST), Center for Internet Security (CIS), and Cloud Security Alliance (CSA)
 - 5.1.8 Malware security
 - 5.1.9 Disaster recovery and business continuity processes, procedures, and controls

6.0 REC Supply (Complete the following questions if bidding into REC Supply)

- 6.1 Bidder's experience and qualifications for supplying RECs to meet Green Future Choice and Block customer demand during the contract term
- 6.2 Bidder's experience in procuring RECs that comply with Green-e® Energy National Standard and supporting the successful completion of annual Green-e® Energy Verification Audits
- 6.3 Describe Bidder's process to provide REC market intelligence and subsequent recommendations for supply strategies to mitigate price volatility
- 6.4 Describe Bidder's supply strategy to
 - 6.4.1 Mitigate price volatility or supply volumes during the term of this agreement
 - 6.4.2 Demonstrate certainty of the availability of RECs sufficient to meet customer demand requirements over the contract term
 - 6.4.3 Innovate and procure RECs to meet or exceed the preferences of PGE customers for local, additional, affordable, and impactful renewable energy projects
- 6.5 Bidder's recommendation for how PGE can coordinate delivery of Wheatridge RECs to enable Bidder to manage overall REC demand and annual Green-e® Energy product content labels.
- 6.6 Process to evaluate/measure the effectiveness of the agreed upon sourcing strategy
- 6.7 Plans for sourcing and transferring eligible RECs to PGE sufficient to meet the prior year's customer load by March 31 or earlier of the subsequent year

7.0 References (All Bidders to complete)

- 7.1 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.

8.0 Project Team (All Bidders to complete)

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

Submittal Part 3

Bidder must provide the following information in separate documents from the Proposal Letter and Submittal Part 2, Technical Capabilities. Upon award, some of the information included with this submittal will become part of the final contract documents.

Commercial Proposal

1.0 Bidder Financial Information (All Bidders to complete)

- 1.1 Bidder's exact legal name of the firm
- 1.2 Bidder's form of legal entity under which business is conducted
- 1.3 Bidder's Federal Tax Identification Number (TIN)
- 1.4 Bidder's physical address for the legal entity identified
- 1.5 Provide copies of Bidder's audited annual financial statements for the two most recently completed fiscal years
- 1.6 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
- 1.7 Provide Bidder's most current financial ratings from Moody's. Please identify any changes in ratings in the last two years
- 1.8 Provide Bidder's most current financial ratings from Standard & Poors. Please identify any changes in ratings in the last two years
- 1.9 Provide Bidder's Dun and Bradstreet number and current ratings
- 1.10 Indicate any involvement in any sale, merger or acquisition activity. If any, please explain

2.0 Marketing and/or Outreach Pricing (Marketing and/or Outreach Services Bidders to complete)

Pricing is requested, at minimum, in a price per megawatt-hour (MWh) sold format. The price per MWh should be based off the entire program's MWh sales and not just those tied directly to enrollments brought in by acquisition tactics during the contract term. PGE's expectation is that the selected Bidder(s) would be aligned to balance investments in retention tactics with acquisition tactics to support a holistic approach to program management and be responsible stewards of customer funds. Please see historic MWh sales information in the Program Background section of the RFP for data needed to complete this analysis. Assume payments would be administered monthly.

Bidder must complete the Pricing Workbook and include as a separate attachment in the appendixes of Bidder's Submittal #3, Commercial Proposal. Bidder must complete each sheet in the Pricing Workbook, including Cost of Services, Staffing Resource Plan, and Expense Allocation.

- 2.1 PGE intends to establish performance guarantees with the winning Bidder(s) tied to customers reached annually. Please describe how many customers Bidder could commit to reaching annually. Please include any alternative or additional performance guarantees Bidder would recommend.
- 2.2 Please describe any PGE resources that would be needed to support Bidder's Marketing and/or Outreach Services that are not already detailed in the "Expense Allocation" sheet of Bidder's Pricing Workbook.
- 2.3 If applicable, describe alternative pricing proposal or proposed format of payments associated, including any payment schedule based on specific milestones or 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).

3.0 REC Pricing (REC Bidders to complete)

- 3.1 Describe Bidder's pricing options, including estimated price per REC, and any brokerage fees
Please include
- a. Proposed price per REC for approximately 1,300,000 megawatt-hours, including a ~11% average yearly growth estimate for the contract period
 - b. Delivery schedule, REC resource(s) and geography
 - c. Options for both a fixed pricing strategy for the length of the contract and a variable market-based pricing strategy
 - d. Fixed pricing strategies should include at least two options, one that focuses on the lowest cost approach (while still remaining 100% WECC) and another that focuses on the highest Pacific NW and Oregon-specific content while still extending a price premium that would be accessible for current and potential Green Future participants
- 3.2 Describe how supply strategies may be impacted by a fixed pricing strategy for the length of the contract vs a variable market-based pricing strategy
- 3.3 If applicable, itemize and explain rationale for any anticipated costs associated with integrating Wheatridge supply into the overall annual product content

4.0 Payment Terms (All Bidders to complete)

- 4.1 Bidder shall quote one of PGE's preferred payment terms below. Quoted payment terms and associated discounts will be considered in the commercial evaluation
- Virtual Card, NET 15
 - Net 45 Days, paid via ACH

5.0 Terms and Conditions (All Bidders to complete)

- Purchase agreement(s) that result from this RFP, if any, shall be governed by the Terms and Conditions accompanying this RFP, which is incorporated herein by this reference. If Bidder has already executed an Agreement which may serve to cover the goods or services contemplated by this RFP, Bidder should include a copy of their existing Agreement as part of the response.
- Bidders should state clearly if they fully agree with PGE's Terms and Conditions, and any revisions and/or exceptions proposed by Bidder to PGE's Terms and Conditions must be submitted in a redline markup of the PGE Terms and Conditions Word file and returned with the proposal.
- The extent and nature of any exceptions will be considered in the evaluation process and will be scored accordingly; as PGE expects aggressive timelines to expedite the work or materials associated with the RFP, Bidder's response to the Terms and Conditions that indicates a potentially protracted negotiation, and thereby a negative impact on those expected timelines, will be negatively evaluated.
- Bidder's separate terms and conditions are not considered specific exceptions and will not be accepted. PGE's Terms and conditions may be negotiated, but EXCEPTIONS to the terms and conditions that accompany this Request for Proposal must be submitted with pricing information.
- Any final written agreement will govern all aspects of a relationship between Bidder and PGE and nothing herein shall be interpreted otherwise. No person has authority to bind PGE or interpret the rights of prospective Bidders either through this document or through any other oral or written statements not found within the final, written agreement.

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- Any exceptions to the Terms and Conditions submitted by Bidder after the deadline for the RFP response will be rejected by PGE, and Bidder's continued insistence on such exceptions may be grounds for Bidder's disqualification.
 - Bidder shall not substitute, nor use a preprinted reference to Bidder's general terms and conditions in lieu of PGE's Terms and Conditions. Any proposal received with such substitution shall be considered non-responsive and may be subject to rejection.

6.0 **Supplier Diversity (All Bidders to complete)**

PGE is committed to fostering a diverse and inclusive procurement process that is based on a supplier's ability to meet the company's performance, price and quality requirements. One way of demonstrating this is by ensuring equal opportunity for qualified minority-owned, women-owned, disabled veteran-owned and emerging small business enterprises (MWESB) suppliers. These businesses are vitally important to the overall success of our company. We strongly encourage our prime contractors and major suppliers to support this supplier diversity focus through identifying and extending opportunities to diverse supplier sub-contractors and businesses (i.e. 'Tier 2' awards).

In this light, please complete the Supplier Diversity Spend Plan included with this RFP. If you cannot provide a spend plan (or if it is 'zero'), please identify steps taken to seek opportunity and why they weren't successful.

Submission of Proposals

Email the required submittal documents and any relevant supplementary materials, to the PGE Representative identified above. Email should include the following subject: "**(Bidder Name) – RFP dated 04/28/2021, Due Date – June 16, 2021**". Proposal is due by no later than **2:00 PM**, Pacific Time on proposal due date. Please limit the size of the 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 2:00 P.M. PST on the bid due date shall be considered non-responsive, and may be excluded from award consideration. It is the Bidder's sole responsibility to ensure that delivery of the proposal is made before the specified due date and time. Delivery in any other mode, method or manner and to any other PGE location shall NOT constitute compliance with the RFP Submittal Requirements set forth herein. Failure to comply with this requirement shall result in the disqualification of Bidder's submittal for this RFP.

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

Alternate Proposals

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

SECTION 4: RFP EVALUATION

Bidder Selection Process

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

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

- The completeness of the proposal in addressing all topics covered by the RFP
- Bidder's experience and past performance with clients that are similar in size, scope and complexity to PGE, subject to the references checked by PGE
- The effectiveness, efficiency, innovativeness and creativity of Bidder's proposed configuration of services
- Bidder's willingness to assign and retain experienced resources to support PGE
- Bidder's willingness to accept liability for all services, even to the extent agreed upon services may be performed by subcontractors
- Competitive pricing

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.

SECTION 5: ADDITIONAL REQUIREMENTS

PGE Supplier Code of Conduct

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

PGE Third Party Risk Management

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

SECTION 6: GENERAL PROVISIONS

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 reserves the absolute right to withdraw this RFP, by written notice, or to reject any or all proposals submitted in response to this RFP. PGE further reserves the right to accept proposals from one or more

prospective Bidders. PGE shall not incur any liability whatsoever by reason of such withdrawal, rejection, or acceptance.

Return of Materials

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

Proposal is not Proprietary

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

Errors and Omissions

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

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

Confidentiality of Response

Notwithstanding any labeling as confidential, all information submitted in Bidder's response shall not be considered confidential or proprietary and may be disclosed or used by PGE or its affiliates for any purpose and in any manner without compensation, liability or other obligation to Bidder, unless a nondisclosure agreement has been executed between PGE and Bidder with respect to such information. Bidder should not submit any information unless absolutely necessary to understand and evaluate its response. If such confidential information is submitted pursuant to an executed nondisclosure agreement, PGE and its affiliates shall not be liable for the disclosure of information that (i) is or becomes publicly available; (ii) was known to PGE or an affiliate at the time of its receipt; (iii) is disclosed inadvertently despite the exercise of the same degree of care as PGE uses to protect its own similar information; (iv) is independently developed by PGE or an affiliate; or (v) is obtained from a third party that has a right to disclose the information.

Ownership of Work Product

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

This Concludes the RFP Documentation, Exhibits Follow



Portland General Electric

RFP SUBMITTAL PART 1 - Proposal Letter

Request for Proposal #XXXXXX FOR XXXXXX

PROPOSAL LETTER

BIDDER NAME: _____

In response to the above titled Request for Proposal (RFP), Bidder hereby proposes to PGE to furnish required labor, supervision, equipment, materials, supplies and other resources and to perform required operations, duties and obligations to complete the services covered in the RFP.

Bidder agrees that this proposal constitutes a firm offer to PGE which cannot be withdrawn for one-hundred eighty (180) calendar days from the proposal due date.

The undersigned certifies that Bidder has carefully checked all representations and information contained in this proposal and other matters which may affect the proposed products/services or the cost thereof. The undersigned agrees on behalf of Bidder that PGE will not be responsible for any errors or omissions in this proposal or for any costs or expenses in preparing this proposal.

The undersigned certifies that he or she is authorized to bind Bidder to this proposal and to any contractual agreement resulting there from.

Bidder agrees to keep the RFP and the information contained therein confidential and will not use, disclose or reproduce such information for any purpose other than as required for the preparation of its proposal. Bidder also agrees not to use the Portland General Electric Company name or any if its subsidiary or affiliated companies in any advertising, publicity, endorsements, or other disclosures. Notwithstanding restricted legends to the contrary, no confidentiality obligation shall be imposed on PGE by this proposal or any materials supplied by Bidder, except only as may be specified in a nondisclosure agreement executed between PGE and Bidder.

Attached hereto and by this reference incorporated herein and made a part of this proposal are the required data and all other information which Bidder desires to be considered as part of this proposal. Bidder acknowledges that PGE, at its absolute option, may incorporate the RFP, the proposal and any other information submitted by Bidder into a resulting contract between the parties.

The undersigned also acknowledges receipt, understanding and full consideration by Bidder of the following addenda to the RFP. If no addenda have been received, enter "none".

Addenda Nos. _____.

By:

(Signature)

(Type or Print Name)

(Title)

(Date)

PORTLAND GENERAL ELECTRIC COMPANY
SUPPLEMENTAL TERMS AND CONDITIONS

1. **Applicability; Definitions.** These Supplemental Terms and Conditions (“Terms”) apply to and are a part of the Portland General Electric Company (“PGE”) purchase order that references them (“Purchase Order”). “Supplier” means the person or entity to which the Purchase Order is addressed. “Services” means all the services and associated deliverables ordered pursuant to the Purchase Order. “Goods” means those articles, materials, and other tangible property ordered pursuant to the Purchase Order.
2. **Complete Agreement and Order of Precedence.** The Purchase Order, these Terms, and any schedules, exhibits, amendments, supplements, change orders or other documents referenced in the Purchase Order constitute the complete agreement between PGE and Supplier (“Agreement”) and supersede all prior negotiations, representations or agreements, whether oral or written, related to the subject matter of the Agreement. In the event of any conflict between the terms of any documents constituting the Agreement, the following order of precedence will apply: (a) the Purchase Order (excluding all pre-printed terms and conditions printed on the back of the Purchase Order); (b) these Terms; (c) all other documents incorporated into the Agreement by reference, with documents of more recent date (but NOT any acknowledgment of the Purchase Order) taking precedence over prior documents. No Supplier terms and conditions, whether pre-printed or otherwise, shall apply to or be a part of the Agreement, unless expressly incorporated by reference.
3. **Price and Payment.** The price stated in the Agreement is the total purchase price to be paid by PGE for the Services and Goods. Unless otherwise expressly stated, the price stated in the Agreement includes all taxes, duties, interest, transportation service, and charges of every kind. Without limiting the foregoing, Supplier shall be exclusively liable for payment to the appropriate governmental authority of all payroll and other employees' contributions and taxes required for Supplier's performance of the Services and/or delivery of Goods and that of its employees, including, but not limited to, taxes imposed under the provisions of any unemployment insurance, Social Security or pension plan.

All invoices shall contain the number of the Purchase Order and, when requested by the PGE Contract Administrator identified on the Purchase Order, copies of supporting documentation and proof of expenditures. All expenses must comply with the expense guidelines referred to in the Agreement, if any. Invoices shall be sent via electronic mail to accounts.payable@pgn.com. INVOICES THAT DO NOT CONTAIN THE REQUIRED INFORMATION, OR ARE NOT ADDRESSED TO THE PROPER LOCATION MAY RESULT IN PAYMENT DELAY. Payment(s) shall be made by PGE in accordance with the Purchase Order or, if nothing is indicated on the Purchase Order, within forty-five (45) days of the later of receipt and approval of a proper invoice or PGE’s acceptance of the Services or Goods 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 Supplier against any performance or payment due to Supplier under this Agreement.

4. **Performance Standard.** Supplier shall ensure that the Services are performed by persons who are fully experienced and properly qualified, licensed, and equipped to perform the Services and who meet PGE’s training requirements for the Services. Supplier shall ensure that strict discipline and good order is enforced at all times among those assigned to perform the Services. Supplier shall perform the Services in a prudent, good and workmanlike manner, free from defects, errors and omissions, and with a high degree of skill and care, no less than that which is utilized by firms and professionals in the same field under the same or similar circumstances. When at a PGE location, facility, worksite or customer location (“Jobsite”) or when accessing PGE’s systems or networks, the conduct of Supplier and any third parties (including affiliates) retained by Supplier in connection with the Agreement to perform the Services and their respective employees, agents, affiliates, and subcontractors shall conform to PGE policies, procedures, rules and standards (collectively, “Requirements”), including but not limited to those related to tobacco, drug and alcohol use, IT access and security, and safety. A copy of the Requirements will be provided by PGE to Supplier upon Supplier's request. Such Requirements include but are not limited to the requirement that Supplier complete drug screening and a criminal background check for any person assigned to any portion of the Services to be performed at a Jobsite or when accessing PGE’s systems or networks. Supplier shall promptly notify PGE prior to commencing the Services if such screening reveals that a person assigned to any portion of the Services to be completed on a Jobsite or who will have access to PGE systems or networks, has been convicted of multiple misdemeanors or one or more felonies within seven (7) years of the date of the Purchase Order. Supplier shall provide PGE a copy of the drug screening and criminal background check results or other supporting documentation and information regarding such results. In the event convictions are identified, PGE will

conduct an individualized assessment to determine if a conviction impacts such individual's ability to perform the Services in accordance with the Requirements, taking into account the seriousness and nature of the offense, amount of time that has elapsed since the conviction, the nature of the Services, and any other legally permissible considerations. In the event PGE (in its sole discretion) determines that such conviction is job-related, and it would be consistent with business necessity to do so, PGE will inform Supplier that Supplier may not assign such individual to perform the Services.

5. **Warranties.** In addition to its obligations under Section 4 and any standard Supplier warranties, Supplier warrants that the Services performed under the Agreement will be free from errors and omissions. Additionally, Supplier warrants that the Services and Goods will conform in all respects to the terms of the Agreement and are free from any defects in design, material, workmanship or title, and will be suitable for the use intended. Supplier additionally warrants that the Goods will be new (unless otherwise specified) and of the best grade if no quality is specified. These warranties will 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, Supplier shall, on notice from PGE of the nonconformity, promptly remedy the nonconformity at Supplier's sole cost. Supplier warrants that any remedy will meet the warranty requirements of this Section 5 (Warranties) for a period of one (1) year following PGE's acceptance of the remedy, or until the expiration of the original warranty period, whichever is later. Supplier shall assume liability for all damages caused by the nonconformity of these warranties or by Supplier's efforts to correct defects.

6. **Time of Performance.** Time is of the essence with respect to all provisions of the Agreement. Supplier will notify PGE immediately if Supplier will be unable to complete any Services or deliver any Goods in accordance with any specified completion or delivery dates. PGE shall have the right to reject Services or Goods that are not delivered by any required completion or delivery date, as applicable, as set forth in the Agreement.

7. **Compliance with Laws.** Supplier shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, court orders and ordinances and shall bear all costs associated with such compliance.

8. **Shipment.** No additional charge will be allowed for packing, crating, freight, express or cartage unless specified on the face of the Purchase Order. Any loss or damage that results from Supplier's improper packaging or crating shall be borne by Supplier. All items shall be properly identified with the applicable Purchase Order number and the Purchase Order item number or other identification number shown. Supplier shall be responsible for verifying the completeness and accuracy of any information on Certificates of Origin and all other customs documentation provided to PGE.

9. **Inspection of Goods and Services.** PGE, or its representatives, shall have the right to inspect and witness test at any time during the term of the Agreement. Unless otherwise provided for in the documents or requirements referenced in the Purchase Order, PGE shall complete its final inspection of the Goods and/or Services within a reasonable time after delivery of the Goods or completion of the Services, at the ultimate destination as specified in the Agreement. PGE will not be deemed to have accepted the Goods or Services until after such final inspection. The payment for the Goods or Services prior to any inspection shall in no way impair PGE's right to reject nonconforming Goods or Services or to limit any other remedies to which PGE may be entitled.

10. **Hazardous Materials.** As used herein, "Hazardous Materials" means: (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, lead-containing paints or coatings, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing high levels of polychlorinated biphenyls, and (b) any chemicals or other materials or substances that are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "hazardous chemical" or words of similar import under any federal, state, or local laws, statutes, regulations, rules, ordinances, codes, standards, permits, or licenses.

Supplier shall comply with all applicable federal, state, or local statutes, regulations, ordinances, and judicial or governmental orders pertaining to the use, handling, transportation, storage, and disposal of Hazardous Materials. Supplier shall notify PGE, at least three (3) business days in advance in writing, of the use of any Hazardous Materials in performing the Services by providing PGE a list of such Hazardous Materials and their Material Safety Data Sheets. Supplier agrees to maintain such information current and shall provide PGE with any amendments, alterations or revisions to such information on a timely basis. Supplier's failure to provide such information prior to or at the time of delivery may result in withholding of payment until such is provided.

PGE reserves the right to approve or disapprove the use of any Hazardous Materials in the performance of the Services on PGE's premises or Jobsite including work plans for the use, storage, transportation and disposal of Hazardous Materials. Supplier will use, handle, and store Hazardous Materials on PGE's premises or Jobsite only as is reasonably necessary to perform the Services, in small, properly labeled quantities.

Supplier shall immediately notify PGE of: (i) any release or spill of Hazardous Materials that occur in connection with performance of the Services or at the Jobsite; (ii) any material violations and any and all claims, suits, notices of violation, penalties, or other proceedings related to alleged violations of environmental laws asserted against Supplier or any of Supplier's subcontractors in connection with the Services; or (c) Supplier's discovery of any Hazardous Materials at PGE's premises or the Jobsite.

If Supplier or any subcontractor of Supplier violates the provisions of this Section 10 (Hazardous Materials), or performs any act or omission that results in a spill, release, or threatened release of Hazardous Materials, or otherwise contaminates or expands the scope of contamination of the Jobsite or the underlying groundwater, or any property adjacent to the Jobsite, or violates or allegedly violates any applicable law, then Supplier will promptly, at Supplier's sole cost and expense, take all investigatory and/or remedial actions (collectively called "Remediation"), required by, and in compliance with, all applicable federal, state and local laws, statutes, regulations, rules, ordinances, codes, standards, permits, court orders or licenses. Supplier will also repair any damage to the Jobsite and any other affected property caused by such contamination and Remediation. Supplier shall be identified as the generator on all permits, bills of lading, manifests or other documentation relating to the storage, transportation, treatment, or disposal of such Hazardous Materials generated in a Remediation.

11. **Liens.** Supplier shall ensure that no liens of any kind are fixed upon or against the real or personal property of PGE by Supplier, Supplier's affiliates and their respective subcontractors or materialmen of any tier. If any lien is not properly removed by Supplier in accordance with the Agreement, Supplier will reimburse PGE for all costs incurred by PGE to release any lien filed against the real or personal property of PGE under the Agreement.

12. **Right to Audit.** Supplier shall keep accurate and complete accounting records in support of all cost billings to PGE in accordance with generally accepted 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. Supplier shall make such records available to PGE for examination, audit and reproduction for three (3) years after the completion or termination of the Agreement.

13. **Confidentiality.** As used in the 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 Supplier 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 Supplier in connection with performance of the Agreement. Confidential Information does not include: 1) information that is publicly available at the time of disclosure by PGE to Supplier or its Representatives (as defined below); 2) information that becomes publicly available other than through actions of Supplier or any of its Representatives in violation of the Agreement; 3) information already known to Supplier as documented by written records that predate the Agreement; or 4) information rightfully obtained from third parties and not subject to any obligation of confidentiality. Supplier agrees that it will not disclose Confidential Information to any third party, directly or indirectly, under any circumstances or by any means, without PGE's prior written consent. Supplier further agrees that it will not use Confidential Information except as may be necessary to comply with the Agreement and perform the Services or deliver the Goods. Any question regarding use of information or its confidential nature should be directed to the PGE Contract Administrator identified on the Purchase Order.

Notwithstanding anything contained in the Agreement to the contrary, Supplier may disclose Confidential Information to its employees, representatives, contractors 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 13 (Confidentiality), and that such terms apply to them. Supplier shall ensure that Supplier and any third party (including its affiliates) retained by Supplier in connection with the Agreement and their respective officers, employees, agents, and representatives agree to take all reasonable precautions to protect the confidentiality of Confidential Information and, on request by PGE, to return to PGE any documents that contain or reflect Confidential Information. If as part of the Services, Supplier performs an activity for PGE in connection with one or more customer accounts and/or obtains access to personally identifiable customer information, Supplier shall comply at all times with all applicable laws related to the protection of personal information and have in place policies and procedures that are designed to detect, prevent and mitigate the risk of identity theft, and shall follow

such policies and procedures. Any unpermitted disclosure by any Representative of Supplier shall be deemed made by Supplier.

If Supplier or any of its Representatives is subsequently required by law, by order of any court or other governmental authority, to disclose Confidential Information to any regulatory agency or court that has jurisdiction over PGE, Supplier or such Representative, Supplier or such Representative shall disclose only the part of the Confidential Information as Supplier or such Representative may reasonably determine in good faith, after consultation with legal counsel, is required by law to be disclosed, and provided further that Supplier or such Representative shall first notify PGE in writing as soon as reasonably possible prior to disclosure so that PGE has a reasonable opportunity to secure a protective order or similar confidential protection of the Confidential Information.

It is further understood and agreed that money damages may not be a sufficient remedy for a breach of this Section 13 (Confidentiality) and that PGE is entitled to seek equitable relief, including injunction and specific performance, as a remedy for such breach. Specifically, PGE is entitled to seek a temporary restraining order or a preliminary or final injunction without the necessity of posting any bond or undertaking in connection therewith to restrain the breaching party from such violations or threatened violations. Such remedies are not exclusive remedies for a breach by Supplier of this Section 13 (Confidential) but are in addition to all other remedies available at law or equity to PGE.

14. **PGE Data.** PGE's data ("PGE Data"), which shall also be known and treated by Supplier as PGE Confidential Information shall include: (a) PGE's data collected, used, processed, stored, or generated as the result of the use of the Goods or Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Goods or Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. PGE Data is and shall remain the sole and exclusive property of PGE and all right, title, and interest in the same is reserved by PGE. Supplier is provided a limited license to PGE Data for the sole and exclusive purpose of providing the Goods or Services, including a license to collect, process, store, generate, and display PGE Data only to the extent necessary in the providing of the Goods or Services. Supplier shall: (a) keep and maintain PGE Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose PGE Data solely and exclusively for the purpose of providing the Goods or Services, such use and disclosure being in accordance with this Agreement and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available PGE Data for Supplier's own purposes or for the benefit of anyone other than PGE without PGE's prior written consent.

15. **Title and Risk of Loss.** Unless otherwise provided in the Agreement, Supplier shall have title to all Goods, free and clear of all liens, and bear the risk of any loss of or damage to the Goods purchased hereunder until they are delivered in conformity with the Agreement at the delivery point specified in the Agreement, and on such delivery, title shall pass from Supplier to PGE and Supplier's responsibility for loss or damage shall cease except for loss or damage resulting from Supplier's negligence, willful misconduct or failure to comply with the Agreement. Passing of title on such delivery shall not constitute acceptance of the Goods by PGE.

16. **Ownership of Services.** All Services, including any and all associated deliverables and the underlying data, created, prepared or developed pursuant to or in connection with the Agreement by Supplier and any third parties retained by Supplier in connection with the Agreement and their respective employees, directors, officers, subcontractors, or agents will become the property of PGE when prepared, whether delivered to PGE or not, and will, together with any materials furnished to Supplier by PGE pursuant to the Agreement, be delivered to PGE on request, and, in any event, on termination or final acceptance of the Services. All Services prepared by Supplier and any third parties retained by Supplier in connection with the Agreement and their respective employees, directors, officers, subcontractors or agents pursuant to or in connection with the Agreement that is subject to protection under copyright laws constitutes "work made for hire," and all such copyrights belong to PGE. Supplier hereby assigns to PGE all rights, title and interest in, to, pertaining to, or associated with such Services, including but not limited to all copyrights, trade secret rights, trademark rights, inventor's rights, rights to apply for patents, patent applications, patents, industrial design rights, and similar or equivalent rights anywhere in the world. Supplier agrees to execute all documents and provide other assistance that PGE requests for use by PGE 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. Supplier will obtain from each individual, person or entity who participates in or contributes to the creation, preparation or development of any Services (prior to the date that such individual, person or entity commences participation in the creation, preparation or development of any Services or contributes to any Services) a written assignment from such individual, person or entity to Supplier of all intellectual property rights and other rights that such individual, person or entity may acquire in any Services, sufficient to enable Supplier to make the assignment of rights to PGE set forth in this Section 16 (Ownership of Services).

17. **Infringement.** In addition to any other express or implied indemnification provided by Supplier to PGE, Supplier shall indemnify, defend and hold harmless PGE, its subsidiaries and affiliated companies and their respective directors, officers, employees and agents against and from all claims, losses, costs, suits, judgments, damages and expenses, including but not limited to royalties or license fees paid or payable to a claimant and reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or application), or otherwise, to the extent based on any actual or alleged infringement or misappropriation of any intellectual property right of any third party, including claims thereof pertaining to, or arising from Supplier's performance of the Services or the Goods. If any portion of the Services, the Goods or Supplier's equipment, material or processes are likely to become or does become the subject of a claim of infringement or misappropriation of any intellectual property right or other right of any third party, Supplier, at PGE's option, will: (i) promptly replace such Services, Goods or equipment, material or processes with a substantially compatible and functionally equivalent non-infringing Services, Goods or equipment, material or process, (ii) promptly modify such Services, Goods or equipment, material or processes to make it non-infringing and functionally equivalent, (iii) promptly procure the right of PGE to continue using such Services, Goods or equipment, material or processes; or (iv), refund all amounts paid by PGE to Supplier. Supplier's compliance with any one or more of the above enumerated remedies of this Section 17 (Infringement) does not relieve Supplier of the indemnity obligations in the Agreement or other claims for damages.

18. **Indemnification.** In addition to any other indemnification provided for under the Agreement, Supplier shall indemnify, defend and hold harmless PGE and its 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 incurred at the trial or appellate level, in arbitration, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or application), or otherwise, brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Supplier and any third parties retained by Supplier in connection with the Agreement, and their respective employees, directors, officers, subcontractors or agents in the performance or nonperformance of Supplier's obligations under the Agreement. Supplier's indemnity obligation under this Section 18 (Indemnification) shall not extend to any liability to the extent caused by the contributory negligence of any of the Indemnitees.

19. **Liability Insurance.** Prior to starting any Services, Supplier and Supplier's subcontractors of any tier shall secure and continuously carry insurance meeting the requirements set forth in Exhibit B of the Agreement and provide PGE with evidence of such insurance. Supplier agrees to promptly provide evidence of insurance required under this Section 19 (Liability Insurance) at any time during the term of the Agreement upon request by PGE or a third party engaged by PGE to manage and administer the insurance requirements under this Section 19 (Liability Insurance), and to pay any fees charged by such third party for participation in its supplier qualification program.

20. **Force Majeure.** As used in the Agreement, an event of "Force Majeure" shall mean an event that prevents the affected party from performing its obligations under the Agreement and is unforeseeable and beyond the reasonable control of the affected party. In no instance will the following be considered events beyond a party's reasonable control: (i) strikes or labor disturbances involving the employees of the affected party or its subcontractors; (ii) price fluctuations; (iii) economic hardship; (iv) normal climatic conditions; or (v) any failure of any equipment or materials utilized by the affected party or any subcontractor. Neither party shall be liable for delays due to an event of Force Majeure. 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. 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; provided, however, that if Supplier's performance is delayed for more than thirty (30) days, PGE, may, at its option, cancel the affected Purchase Order by written notice to Supplier and PGE shall pay Supplier for any

Services satisfactorily performed and/or conforming Goods accepted by PGE prior to the date of such termination. The delay shall not be the basis for additional compensation.

21. **Changes.** PGE may request changes to the quantity and/or the specifications of Services and/or Goods. All requests shall be in the form of a written change order. The parties will undertake to negotiate an appropriate adjustment in price and terms where Supplier's direct costs or the time for performance are materially affected by PGE's proposed change order. Within ten (10) days after receiving a change order, Supplier shall submit to PGE a detailed written proposal for accomplishing the requested changes and setting forth any proposed adjustments to the purchase price or other terms (and the basis for each adjustment) if Supplier intends to assert a claim for adjustment. If the parties reach agreement to adjust price, time for performance or other terms, PGE shall issue a final written change order amending the Agreement, which Supplier shall acknowledge in writing. No change order will be binding on either party until a final written change order is issued by an authorized representative of PGE and acknowledged by Supplier, that expressly states that it constitutes a change to the Agreement. **THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS OR INSTRUCTIONS BY ANYONE OTHER THAN THE AUTHORIZED REPRESENTATIVE OF A PARTY DOES NOT CONSTITUTE AN AUTHORIZED CHANGE TO THE AGREEMENT.**

22. **Termination.**

A. For Convenience. PGE may, by delivering a written notice to Supplier, terminate the Agreement or a Purchase Order subject to the Agreement at any time without cause for Goods not shipped or prior to the completion of all or a portion of the Services, in which event Supplier shall stop work immediately as to the terminated portion of the Agreement and notify all suppliers and subcontractors to stop work. Upon termination for convenience, PGE's sole obligation shall be to pay Supplier, in full satisfaction and discharge of all liabilities and obligations owed to Supplier, the contracted-for price for all Services satisfactorily performed and for all Goods delivered or then in progress, provided that such payment amount will not include damages, payment for any Goods maintained in stock, or anticipated profits on Goods not yet shipped or Services not yet performed.

B. For Cause. If a Supplier Event of Default occurs, then PGE may, without prejudice to any other right or remedy PGE may have under the Agreement, terminate the Agreement or all or any portion of a Purchase Order as to which there has been a breach, such termination becoming effective upon Supplier's receipt of written notice from PGE. For purposes of the Agreement, a "Supplier Event of Default" is defined as:

- (i) Supplier breaches any term of the Agreement and such breach remains uncured five (5) business days after receipt of written notice thereof from PGE; or
- (ii) Supplier files, or has filed against it, a petition for voluntary or involuntary bankruptcy; pursuant to any other insolvency law, Supplier makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its assets; or Supplier is generally not, or is unable to, or admits in writing its inability to, pay its debts as they become due and payable.

In the event of a termination under this Section 22B (Termination – For Cause), Supplier shall be liable to PGE for any damages occasioned by Supplier's breach and the early termination.

23. **Amendment; Assignment and Subcontracts.** No change, amendment or modification of any provisions of the Agreement shall be valid unless set forth in a written amendment or change order signed by authorized representatives of PGE. Supplier may not assign or transfer the Agreement, in whole or in part, and may not subcontract any portion of the Services without PGE's prior written consent.

24. **Notices.** All notices permitted or required to be given under the Agreement shall be in writing and shall be deemed given: (i) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by the records of such courier), (ii) if mailed, on the date of delivery as shown by the return receipt, or (iii) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices must be sent to the addresses set forth below or to such other addresses as a party may from time to time specify by notice pursuant hereto:

To PGE: Portland General Electric Company
 Attention: Supply Chain Department

121 SW Salmon Street
Portland, OR 97204

To Supplier: To the address shown on the Purchase Order

25. **Restriction on Publication.** No publication or advertisement concerning the Agreement, PGE or the subject matter of the Agreement may be made at any time by Supplier or its subcontractors without prior written authorization from PGE, including but not limited to any publication or use of PGE's name or logo.
26. **Nonwaiver.** No waiver of the nonperformance or violation of any term or condition of the Agreement or any default under the Agreement should be construed to be or operate as a waiver of any subsequent nonperformance, violation, or default. No waiver of any portion of the Agreement is effective unless made in writing.
27. **Controlling Law and Venue.** THE 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. SUPPLIER 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 THE AGREEMENT AND WAIVES ANY OBJECTION THAT SUPPLIER MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.
28. **Independent Contractor.** Supplier is acting solely as an independent contractor of PGE and nothing in the Agreement is intended to create a partnership, joint venture, or any relationship of principal-agent, employer-employee, or franchiser-franchisee between Supplier and PGE. Supplier shall be responsible for all methods, means and procedures necessary to properly complete the Services.
29. **Survival.** Any and all provisions contained in the Agreement which by their nature or effect are required or intended to be observed, kept, or performed after termination of the Agreement will survive such termination of the Agreement.
30. **Severability.** If any provisions of the Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Agreement should be construed to give effect as nearly as possible to the intent of the parties. The parties agree to work together to replace such invalid, illegal or unenforceable provision as promptly as possible with a provision that is valid, legal and enforceable
31. **Attorneys' Fees.** In the event of any legal action arising out of or related to the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, including attorneys' fees incurred at the trial or appellate level, in an arbitration, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or application), or otherwise.
32. **Supplier Authorized Representatives.** Before starting the Services, or commencing delivery of Goods under the Agreement, Supplier shall designate a qualified individual to represent Supplier and shall inform PGE in writing of the name and address of the representative and shall provide a clear definition of the scope of his or her authority to represent Supplier, and shall specify any limitations on such authority.
33. **No Third Party Beneficiaries.** The Agreement is intended solely for the benefit of the parties hereto. Nothing in the Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.
34. **Successors and Assigns.** The Agreement shall be binding on the parties' successors, and insofar as assignment is permitted, on the parties' assignees.
35. **Labor.** If requested by PGE, Supplier shall be aware of and familiar with all collective bargaining agreements that pertain to or affect the Services. Supplier shall conduct its operations so that its employees will harmoniously work with other workmen employed at the Jobsite or on the same or related projects to ensure that there are no delays, endangerment, work stoppages, excessive labor costs or other labor difficulties.
36. **Foreign Corrupt Practices Act.** Supplier, and its officers, directors, employees, contractors and agents have not and may not take any action that would cause it to be in violation of the Foreign Corrupt Practices Act of 1977, as amended, or any rules or regulations thereunder.

37. **Ethics.** PGE commits to providing an ethical environment and encourages Supplier to report, and have its subcontractors (and other third parties retained by Supplier) report, any unethical behavior of an employee of PGE. The preferred means of reporting questionable or unethical behavior by a PGE employee is through a PGE buyer. However, Supplier may also communicate observations anonymously by using PGE's EthicsPoint feature. To do so, log onto the EthicsPoint system on the Internet at www.ethicspoint.com or call 1-800-384-4277.

EXHIBIT B

CONTRACTOR INSURANCE REQUIREMENTS

1. Acceptable Insurers. All insurance required herein must be obtained from insurers duly authorized to do business in Oregon and which maintain a minimum financial strength rating of “A- VIII” by the A. M. Best Key Rating Guide.
2. Required Insurance and Minimum Limits. During the term of this Agreement, Contractor must maintain, at its sole expense, the following insurance coverage:

A. Workers’ Compensation and Employer’s Liability Insurance

i. Scope. Workers’ Compensation and Employer’s Liability to cover claims under applicable State or Federal workers’ compensation laws. Coverage must include Employer’s Liability to cover claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of the applicable workers’ compensation law.

ii. Minimum Required Limit.

Workers’ Compensation:	Statutory
Employer’s Liability:	\$2,000,000 each accident, bodily injury by accident \$2,000,000 each employee, bodily injury by disease \$2,000,000 policy limit, bodily injury by disease

iii. Navigable Waters. If any Work or Services under this Agreement involves work in, over or alongside any navigable waters, then Contractor’s workers’ compensation coverage must cover liability under U.S. Longshoremen and Harbor Workers’ Compensation Act, The Jones Act, Maritime Employers Liability and any other coverage required under Federal or State laws pertaining to workers in, over or alongside navigable waters.

iv. Waiver of Subrogation. To the fullest extent permitted by law, Contractor shall cause its insurer to waive all rights to recover any payments made from PGE, its affiliates, and their respective officers, directors, agents and employees.

B. Commercial General Liability Insurance

i. Scope. Commercial General Liability Insurance written on an occurrence form and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If any Work or Services under this Agreement involves or requires blasting, explosive conditions, or underground operations, the coverage must not contain any exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures. If any Work or Services under this Agreement involves Contractor exercising care, custody or control of PGE property, then Contractor must endorse its Commercial General Liability coverage to remove any exclusionary language

relative to property damage in Contractor's care, custody or control, or maintain Property, Inland Marine or other bailee insurance to cover damage to PGE's property in the care, custody or control of Contractor.

ii. Minimum Required Limit. \$2,000,000 Each Occurrence

iii. Waiver of Subrogation. To the fullest extent permitted by law, Contractor shall cause its insurer to waive all rights to recover any payments made from PGE, its affiliates, and their respective officers, directors, agents and employees.

iv. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds.. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or self-insurance maintained by such additional insured. There must not be any endorsement or modification of this insurance to make it excess over any other insurance available to such additional insured.

v. Completed Operations. Contractor must purchase completed operations coverage for a period of two (2) years after termination or expiration of this Agreement.

C. Automobile Liability Insurance

i. Scope. Automobile Liability insurance to cover liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with the Work or Services under this Agreement.

ii. Minimum Required Limit. \$2,000,000 Each Accident

iii. Pollution. If Contractor is transporting chemicals, hazardous materials, or similar pollutants, then the Automobile Liability Insurance must include pollution liability coverage at least as broad as the coverage provided under the ISO endorsement CA 99 48 "Pollution Liability—Broadened Coverage For Covered Autos".

iv. Waiver of Subrogation. To the fullest extent permitted by law, Contractor shall cause its insurer to waive all rights to recover any payments made from PGE, its affiliates, and their respective officers, directors, agents and employees.

vi. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or self-insurance maintained by such additional insured. There must not be any endorsement or modification of the insurance to make it excess over any other insurance available to such additional insured.

D. Professional Liability Insurance (Errors and Omission Insurance)

i. Scope. If any of the Work or Services under this Agreement involves the rendering of professional services then Contractor must obtain and maintain Professional Liability (Errors and Omissions) insurance to cover claims arising from Contractor's acts, errors or omissions. Contractor will require Professional Liability (Errors and Omissions) insurance in the same amounts from any and all third parties Contractor utilizes in performing its design responsibilities under this Agreement.

ii. Minimum Required Limit. \$1,000,000 Per Claim

iii. Extended Reporting Period. The insurance must contain an extended reporting period of five (5) years.

E. Pollution Legal Liability

i. Scope. If any of the Work under this Agreement involves cleanup, removal, storage, or otherwise handling of hazardous or toxic chemicals, materials, substances, or any other pollutants, Contractor shall provide at its expense Pollution Legal Liability Insurance appropriate to cover such activities against the risk of bodily injury and property damage. Such policy must be endorsed to specifically provide coverage for Work performed under this Agreement and must extend to all Subcontractors engaged in

cleanup, removal, storage, or otherwise handling of hazardous or toxic chemicals, materials, substances, or any other pollutants.

ii. Minimum Required Limit. \$5,000,000 Per Claim

iii. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or self-insurance maintained by such additional insured. There must not be any endorsement or modification of the insurance to make it excess over any other insurance available to such additional insured.

iv. Waiver of Subrogation. To the fullest extent permitted by law, Contractor shall cause its insurer to waive all rights to recover any payments made from PGE, its affiliates, and their respective officers, directors, agents and employees.

F. Unmanned Aircraft Systems Liability

i. Scope: PRIOR TO USING AN UNMANNED AIRCRAFT SYSTEM OF ANY KIND IN PERFORMING THE WORK UNDER THIS AGREEMENT, CONTRACTOR SHALL NOTIFY PGE AND OBTAIN ITS PRIOR WRITTEN CONSENT. If an Unmanned Aircraft System is to be used in performing the Work under this Agreement, Unmanned Aircraft Systems Liability insurance coverage appropriate to cover such activities against the risk of bodily injury, trespass, invasion of privacy and property damage.

ii. Minimum Required Limit: \$5,000,000 Each Occurrence

iii. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or self-insurance maintained by such additional insured. There must not be any endorsement or modification of the insurance to make it excess over any other insurance available to such additional insured.

G. Aircraft Liability

i. Scope: **PRIOR TO USING AN AIRCRAFT OF ANY KIND IN PERFORMING THE WORK UNDER THIS AGREEMENT, CONTRACTOR 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 rotorcraft aircraft whether owned, hired or non-owned.

ii. Minimum Required Limit: \$10,000,000 Each Occurrence

iii. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or self-insurance maintained by such additional insured. There must not be any endorsement or modification of the insurance to make it excess over any other insurance available to such additional insured.

H. Network Security & Privacy Liability

i. Scope: If any of the Work or Services under this Agreement involves the rendering of IT services including, but not limited to software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connected to PGE network(s);

or if Contractor in any way collects, obtains, maintains or in any way uses PGE customer information, then Contractor shall maintain Network Security & Privacy Liability, including Technology Errors & Omissions.

ii. Minimum Required Limit: \$5,000,000 Each Claim

I. Cargo/Transit

i. Scope: If any of the Work or Services under this Agreement involves the transportation of PGE property, by any form of conveyance, Contractor shall maintain Cargo and/or Transit coverage for the duration of such transportation.

ii. Minimum Required Limit: Full replacement value of the shipment

3. Excess or Umbrella Insurance. The required minimum limits may be met through any combination of primary and excess insurance policies.
4. Certificates of Insurance. Prior to commencement of any Work or Services under this Agreement, Contractor must furnish PGE with a Certificate of Insurance evidencing compliance with these requirements. Without penalty or default, PGE has the right, but not the obligation, to prohibit commencement of any Work or Services until such Certificate of Insurance or other evidence satisfactory to PGE is received and approved by PGE. The Certificate of Insurance must list as the certificate holder:

Portland General Electric Company
121 SW Salmon Street
Portland, OR 97204

5. No Waiver. PGE's failure to demand the Certificate of Insurance or to identify a deficiency from the Certificate of Insurance or other evidence provided will not be deemed a waiver of PGE's rights or Contractor's obligations. Furthermore, these insurance requirements must not be construed in any manner as waiving, restricting or limiting PGE's rights or Contractor's obligations under this Agreement.
6. Notice of Cancellation. No insurance policy may be canceled or materially modified unless Contractor or insurer(s) provide at least thirty (30) days prior written notice to PGE.
7. Failure to Maintain Required Insurance. If at any time during the term of this Agreement Contractors fails to maintain any required insurance, PGE may, at its sole discretion, either suspend the Work or Services or terminate this Agreement.
8. Contractor Responsible for Deductibles or Retentions. With respect to any insurance required herein, Contractor must bear all costs of all deductibles or Self-Insured Retentions.
9. No Representation of Coverage Adequacy. PGE does not represent that coverage and limits required herein will be adequate to protect Contractor. Contractor remains responsible for any liability not paid by insurance.
10. Contractor's Property. Contractor is responsible for any loss or damage to its property, however caused, and any insurance covering such property will be at Contractors expense and Contractor shall cause its insurer to waive all rights to recover any payments made from PGE, its affiliates, and their respective officers, directors, agents and employees.
11. No Violation of Insurance Policies. Contractor must not knowingly violate or knowingly permit any violation of any warranties, representations, declarations or conditions contained in the policies of insurance.

12. No Claims. As of the execution date of this Agreement, Contractor is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance required herein.
13. Other Insurance. If there is any material change to the nature or scope of the Work or Services under this Agreement, PGE may require Contractor to obtain and maintain additional insurance.
14. Subcontractors. If subcontractors or third parties are used in the performance of any Work or Services, then Contractor must cause each of its subcontractors or third parties to comply with the same insurance requirements imposed on Contractor herein. If requested by PGE, Contractor must furnish certificates of insurance evidencing compliance with these requirements for each subcontractor or third party.
15. Primary Insurance. The insurance required of Contractor under this Exhibit shall be primary and may not seek contribution from any insurance or self-insurance maintained by PGE.
16. Contractor's Builder's All Risk Insurance If required for any of the Work or Services under this Agreement.

16.1 Scope. The Contractor shall procure and maintain in effect or cause to be maintained, to protect the interests of the Owner, the Contractor, and subcontractors of any tier, Builder's Risk Insurance coverage provided by insurers properly authorized to provide insurance in the jurisdiction(s) where the Work will be performed and rated at least A-VII by the AM Best Insurance Report or rated at similar levels by other internationally recognized insurance rating experts. The Builder's Risk policy shall at a minimum meet the following requirements:

16.2 "All-Risk" Coverage. The policy shall cover all equipment, materials and supplies, including temporary structures and false works (but excluding Contractor's and subcontractors' equipment) in connection with the Work at the site and shall be in an amount equivalent to one hundred percent (100%) of the full replacement cost insuring against all risk of direct physical loss. Such coverage shall cover loss or damages caused by or resulting from, including but not limited to, earth movement, flood, terrorism, equipment and mechanical breakdown, transit, and all operational and performance testing until the Substantial Completion Date. The Policy may have sublimits, exclusions and terms and conditions reasonably acceptable to Owner. Such coverage will include "soft cost cover" in an amount to be elected by Owner including, without limitation, attorneys' fees, engineering and other consulting costs, and permit fees, and providing

- (i) coverage for removal of debris and insuring the buildings, structures, boiler and machinery, equipment, facilities, fixtures and other properties constituting a part of the Facility;
- (ii) inland transit coverage, with sublimits sufficient to insure the full replacement value of the Equipment;
- (iii) off-site storage (including any additional laydown areas) coverage with sublimits sufficient to insure the full replacement value of any property or equipment not stored on the Project Site, and
- (iv) coverage for damage of property of every description used or to be used in, as part of, or incidental to, the completion of the Work (excluding Contractor's or subcontractors' equipment). The policy is to insure gas, electrical, transmission lines and equipment to the extent Owner has an insurable interest as covered by the Work Scope. The policy will be endorsed to provide either an agreed amount clause or waiver of coinsurance, and shall include a waiver of subrogation in favor of Owner and all additional insureds/loss payees and include a non-vitiating clause. ;
- (v) the minimum design/defects coverage shall be LEG 2

16.3 Deductibles. Consistent with Article 1.7 Risk of Loss under the Agreement, Contractor shall be responsible for and assume the cost of such deductibles in the event of loss or damage insured under this policy.

16.4 Time of Coverage. The policy shall be in effect from the planned start of any on-site activity through the Substantial Completion of the project and the end of the Contractor's obligations and be non-cancelable (except for non-payment of premium).

16.5 Insured Parties. The policy shall include as named insured for their onsite activities, Owner, Contractor, subcontractors of any tier, and any additional parties to the Contract and, any Affiliate of any Party to the Contract that is performing work in connection with the Contract,; and the policy shall also include a waiver of subrogation in favor of all named insured parties.

16.6 Evidence of Coverage. Contractor shall provide the Owner a full copy of the Builders Risk policy at least thirty (30) days prior to the scheduled start of any work on the Project Site. Owner shall be permitted to examine the insurance proposals or summaries with respect to Insurance for Works which shall include sums insured, loss limits, deductible, details of cover, exclusions or conditions, and a list of security (each insurance company' participation in the insurance policy required for this Project only).

EXHIBIT F

INFORMATION SAFEGUARDS, SECURITY AND PRIVACY STANDARDS ADDENDUM

This Addendum sets forth the protocols that Contractor agrees to follow with respect to maintaining the security and privacy of: (1) PGE Confidential Information and Personal Information (as defined below), belonging to, controlled by or held by or on behalf of PGE, and PGE's affiliates or customers (collectively referred to in this Addendum as "**PGE Information**") and (2) PGE's Bulk Electric System ("**BES**"), systems, network, facilities, property, buildings, hardware, software, equipment, and physical computer systems to which Contractor is or may be granted access (collectively, "**PGE Systems**") (and, PGE System together with PGE Information and any other PGE resources, collectively referred to herein as "**PGE Assets**") in connection with the delivery or receipt of equipment, hardware, software, deliverables, systems, and/or the performance or receipt of services under the Agreement or other document (the "**Agreement**").

All capitalized terms that are not otherwise defined in this Addendum will have the meanings assigned to those terms in the Agreement. In the event of a conflict between this Addendum and the terms of the Agreement, this Addendum will apply; provided that the provisions of this Addendum shall be read as in addition to any obligations of Contractor relating to PGE Confidential Information.

"**Contractor's Information Systems**" mean Contractor's and Contractor Professionals' operating systems, infrastructure, applications, hardware, software and media used to handle, store, Process or transfer PGE Assets or provide Deliverables to PGE.

"**Contractor Professionals**" collectively refers to employees, contractors, subcontractors, service providers and agents of Contractor that have access to PGE Assets.

"**Deliverables**" means the equipment, hardware, software, deliverables, systems and/or the performance of service (including SaaS) provided or delivered to or received by PGE under the Agreement.

"**Personal Information**" means all information or data (regardless of format) that (i) identifies or can be used to identify, contact or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual regardless of the citizenship, age, or other status of the individual, or (iii) that is otherwise deemed personally identifiable information or personal data under any applicable data protection or privacy law or regulation.

"**PGE**" means Portland General Electric Company.

"**PGE Confidential Information**" means (i) any structured or unstructured information (including, without limitation, text, images, data files, and software) provided by PGE for capture, storage, analysis, Processing, extraction, retrieval, management, and/or distribution, including any information or data that can be generated or derived from such information provided by PGE; (ii) all PGE information or data defined as "Confidential" under an agreement between PGE and Contractor.

"**Processing**" or "**Process**" means obtaining, recording or holding PGE Information or carrying out any operation or set of operations on the PGE Information including: organization, adaptation, or alteration of the PGE Information; retrieval, consultation or use of the PGE Information; disclosure by transmission, dissemination or otherwise making available the PGE Information; or alignment, combination, blocking, erasure or destruction of the PGE Information; or any other means by which the PGE Information can be used.

THE PARTIES AGREE AS FOLLOWS:

1. **Security Best Practices and Compliance with Laws.** Contractor shall put in place and maintain appropriate physical, technical and organizational measures (collectively referred to herein as "**Safeguards**") to prevent

against the accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to PGE Assets. Contractor shall implement Safeguards to protect Contractor Information Systems in order to protect the same from inadvertent and unauthorized Processing, corruption, destruction, access, use, alteration, sale, rental, modification, or disclosure of PGE Assets. Contractor represents and warrants that the security measures it takes in performance of its obligations under the Agreement and this Addendum are, and will at all times meet the following: (i) Privacy & IT Security Best Practices (as defined by ISO 27001/27002); (ii) the security requirements, standards, obligations, specifications and event reporting procedures in the Agreement and this Addendum; (iii) NERC CIP (North American Electric Reliability Corporation critical infrastructure protection) plan requirements designed to secure the assets required for operating North America's bulk electric system; and (iv) any security requirements, standards, obligations, specifications and event reporting procedures required by any law, including but not limited to, Oregon Revised Statute 646A.600 et seq. **Contractor represents and warrants that Contractor and all Contractor Professionals are capable of performing, and are, as of the date of the Agreement, in compliance with this Addendum.** Without limiting any other remedies available to PGE, if, at any time, Contractor or Contractor Professionals are not in compliance with this Addendum, Contractor shall, and shall cause Contractor Professionals to, take all necessary steps to bring themselves back into compliance with this Addendum as soon as practicable. “**Security Best Practices**” means the requirements of this Section as further explained and detailed in the other sections of this Addendum.

2. **Use by Contractor and Contractor Professionals.** Contractor will not use, share, store, transfer, or otherwise disclose PGE Assets for any purpose other than to create, deliver or perform the Deliverables in accordance with the Agreement. To the extent Contractor discloses or makes PGE Assets available to Contractor Professionals, Contractor shall remain liable to PGE for the actions and omissions of the Contractor Professionals concerning the treatment of PGE Assets and shall require via a written agreement signed by the Contractor Professionals that the Contractor Professionals comply with the terms and conditions of this Addendum as if it were Contractor. Contractor will not combine PGE Assets with data from any other company or source and Contractor agrees to specifically segregate PGE Assets.
3. **Human Resources Security.** Contractor will maintain a policy that addresses information security for Contractor Professionals, and Contractor will provide all Contractor Professionals with access to Contractor’s Information Systems, PGE Assets, security awareness training and updates in organizational policies and procedures, as reasonably relevant for their job function.
4. **Access Control.**
 - 4.1. Contractor shall develop and implement policies and procedures to address the security of remote and onsite access to PGE Assets that is consistent with the personnel management requirements of NIST Special Publication 800-53 Rev. 4 AC-2, PE-2, PS-4, and PS-5 as may be amended and also meets the following requirements:
 - 4.1.1. **PGE Authority Over Access.** In the course of furnishing Deliverables to PGE under the Agreement, Contractor shall not access, and shall not permit Contractor Professionals to access PGE Assets without PGE’s prior express written authorization. Such written authorization may subsequently be revoked by PGE at any time in its sole discretion. Further, any Contractor Professionals access shall be consistent with, and in no case exceed the scope of, any such approval granted by PGE. All PGE authorized connectivity or attempted connectivity to PGE Assets shall be in compliance with NERC CIP and PGE’s security policies as may be amended from time to time with notice to the Contractor.
 - 4.1.2. **Contractor Review of Access.** Contractor will review and verify Contractor Professionals’ continued need for access and level of access to PGE Assets on a semi-annual basis and will retain evidence of the reviews for two years from the date of each review.
 - 4.1.3. **Notification and Revocation.** Contractor will immediately notify PGE in writing (no later than close of business on the same day as the day of termination or change set forth below) and will immediately take all steps necessary to remove Contractor Professionals’ access to any PGE Assets when:
 - 4.1.3.1. any Contractor Professionals no longer requires such access in order to furnish the Deliverables provided by Contractor under the Agreement,

- 4.1.3.2. any Contractor Professionals is terminated or suspended or his or her employment is otherwise ended,
- 4.1.3.3. Contractor reasonably believes any Contractor Professionals poses a threat to the safe working environment at or to any PGE property, including to PGE employees, customers, and PGE Assets,
- 4.1.3.4. there are any material adverse changes to any Contractor Professionals' background history, including, without limitation, any information not previously known or reported in his or her background report or record, or
- 4.1.3.5. Contractor's provision of Deliverables to PGE under the Agreement is either completed or terminated, so that PGE can discontinue electronic and/or physical access for such Contractor Professionals.
- 4.1.3.6. Contractor will take all steps reasonably necessary to immediately deny such Contractor Professionals electronic and physical access to PGE Assets, including, but not limited to, removing and securing individual credentials and access badges, RSA tokens, and laptops, as applicable, and will return to PGE any PGE-issued property including, but not limited to, PGE photo ID badge, keys, parking pass, documents, or laptop in the possession of such Contractor.
- 4.1.3.7. Contractor will notify PGE at ISOC@pgn.com once access to PGE Assets has been removed.

4.2. Contractor's Information Systems Access Controls.

- 4.2.1. Contractor shall prevent Contractor Professionals from gaining access to Contractor's Information Systems and PGE Assets for which Contractor Professionals are not authorized, including through the appropriate use of authentication and authorization mechanisms.
 - 4.2.2. Contractor shall be responsible for the security of Contractor infrastructure at Contractor locations or in the Contractor controlled environment. Contractor will restrict physical access to Contractor's Information Systems in Contractor locations to persons with a business purpose only. Contractor will protect Contractor's Information Systems and PGE Assets from inappropriate access.
- 4.3. **Review by PGE.** PGE may reasonably request at Contractor's expense and then review (on a quarterly basis) access log files, permission records and other information pertaining to access by Contractor Professionals (using accounts or credentials supplied or administered by PGE or any of its third-party providers) to software, hardware, databases or other systems hosted, managed, or otherwise controlled by or for PGE.

5. Identification, Authentication and Remote Access Controls.

- 5.1. **Coordination of Remote Access.** Contractor shall coordinate with PGE on all remote access to PGE's systems and networks, regardless of interactivity, and shall comply with any controls for interactive remote access and system-to-system remote access sessions requested by PGE.
- 5.2. **Controls for Remote Access.** If Contractor directly, or through any of their Contractor Professionals, connects to PGE Assets, Contractor agrees to the additional following protective measures:
 - 5.2.1. Contractor will not access (and will not permit any other person or entity to access) PGE Assets without PGE's authorization and any such actual or attempted access will be consistent with any such authorization.
 - 5.2.2. Contractor shall implement processes designed to protect credentials as Contractor Professionals travel throughout the network and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of credentials.
 - 5.2.3. Contractor shall ensure Contractor Professionals do not use any virtual private network or other device to simultaneously connect machines (commonly known as split tunneling) on any PGE Assets to any machines on any Contractor or third-party systems, without
 - 5.2.3.1. using only a remote access method consistent with PGE's remote access control policies,
 - 5.2.3.2. providing PGE with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and
 - 5.2.3.3. ensuring that any computer used by Contractor Professionals to remotely access any PGE Asset will not simultaneously access the Internet or any other third-party cyber assets while logged on to PGE Assets or networks.

- 5.2.4. Contractor shall ensure Contractor Professionals accessing PGE networks are uniquely identified and that accounts are not shared between Contractor Professionals.
- 5.3. Contractor’s Access and Authentication Processes.** When accessing Contractor’s Information Systems and PGE Assets that require user identification that connect to any of the foregoing, Contractor’s access and authentication processes, procedures and tools shall at a minimum:
- 5.3.1. Determine the unique identity of each user.
 - 5.3.2. Provide unique accountability for the actions performed by the user.
 - 5.3.3. Assign all Contractor Professionals with a unique ID that complies with established naming standards for the applicable system or platform.
 - 5.3.4. Randomly choose or generate initial passwords and, before the first use, the system must force the user to change the initial passwords.
 - 5.3.5. Identify and authenticate each user prior to performing any actions on any Contractor’s Information Systems and PGE Assets.
 - 5.3.6. Provide a mechanism whereby multiple user IDs cannot share a single stored password entry.
 - 5.3.7. Require that all passwords be encrypted and stored using a salted hash to protect disclosure at all times.
 - 5.3.8. Mandate “strong passwords” on all systems and enforce account lockout after no more than six consecutive incorrect password attempts.
- 5.4. If PGE is accessing Contractor’s Information Systems or a Contractor solution, Contractor agrees to support PGE’s single sign on functions and PGE’s federated identity services using industry standards such as SAML 2.0.
- 5.5. Remote Access Control to PGE Assets and Contractor Infrastructure.**
- 5.5.1. Contractor agrees to use and follow PGE’s access management solution in order to be given remote access to PGE Assets in addition to any requirements of Sections 5.5.2 – 5.5.4.
 - 5.5.2. **Contractor Provided Encrypted VPN.** Contractor shall ensure at a minimum that:
 - 5.5.2.1. All system administration from external networks is authenticated through the firewall, using a VPN.
 - 5.5.2.2. All incoming encrypted VPN users are authenticated using an approved strong multifactor authentication method.
 - 5.5.2.3. Any such connections are encrypted in accordance with Security Best Practices.
 - 5.5.2.4. Any such connections are logged and monitored.
 - 5.5.2.5. Any such sessions are timed out after (at the most) thirty (30) minutes of inactivity.
 - 5.5.3. **Remote Administration VPN.** If PGE grants Contractor or Contractor Professionals access to the PGE managed network through PGE’s VPN or other approved remote access connection (“**VPN Access**”) for the purpose of providing the Deliverables, Contractor shall:
 - 5.5.3.1. use the VPN Access solely and exclusively for providing the Deliverables;
 - 5.5.3.2. keep confidential and not disclose to any third party the VPN Access credentials provided to it by PGE;
 - 5.5.3.3. use encryption in accordance with Security Best Practices;
 - 5.5.3.4. not permit any third party to access PGE Assets via the VPN Access without the prior consent of PGE; and
 - 5.5.3.5. install upon any Contractor Information Systems that are used to provide the VPN Access the software required by PGE to protect PGE Assets and provide secure access to PGE’s network, systems and data, and shall use the foregoing software at all times when using the PGE VPN and accessing PGE Assets.
 - 5.5.4. **Site-to-Site/Business-to-Business VPN.** Contractor shall:
 - 5.5.4.1. not permit any third party to access PGE Assets via the VPN Access without the prior consent of PGE;
 - 5.5.4.2. use mutual authentication of end points;
 - 5.5.4.3. use encryption and manage keys in accordance with Security Best Practices;
 - 5.5.4.4. log and monitor any such connections; and
 - 5.5.4.5. Any such sessions shall be enabled to time out after (at the most) thirty (30) minutes of inactivity.

6. Security Log File.

- 6.1. Contractor shall be responsible for capturing, retaining and analyzing security-related log files pertaining to systems managed or hosted by or for Contractor or used by or for Contractor to provide the Deliverables as follows:
 - 6.1.1. Auditing and logging must be run by Contractor on Contractor's Information Systems managed or used by Contractor where such systems or applications are part of, or connect to, PGE Assets.
 - 6.1.2. Systems in, or with access to, Contractor's Information Systems and PGE Assets must provide an activity log that contains, at a minimum, the following information with respect to any activity or loss: user ID, date, time, and transaction to the extent that such log or such information does not significantly impact performance.
 - 6.1.3. Systems which Contractor or any Contractor Professionals controls that are in, or with access to, Contractor's Information Systems and PGE Assets must securely log all significant computer security relevant events. Log entries must provide sufficient data to support comprehensive audits of the effectiveness of, and compliance with Contractor's information security control measures.
 - 6.1.4. The identity of the user, or processes acting on behalf of the user, must be maintained for the duration of any session. For example, some programs change mode or privilege during execution. This must not result in the loss of the audit trail or identity of the user.
 - 6.1.5. Actual or attempted authentication information (e.g.: passwords, PINs, and clear-text cryptographic keys) must never appear as part of the audit record.
 - 6.1.6. Commands issued by computer system Contractor Professionals/administrators must be traceable to specific individuals via the use of comprehensive logs.
 - 6.1.7. Records tracing security relevant activities to specific users must be maintained for at least three (3) years.
 - 6.1.8. Any user sessions that alter production data related to Contractor's Information Systems and PGE Assets must be logged.
 - 6.1.9. All computers connected to, or with access to, Contractor's Information Systems and PGE Assets, must have accurate time. Network Time Protocol (or a demonstrated equivalent) should be used to accurately synchronize these systems.
 - 6.1.10. The activity log and any associated control mechanisms must be protected by Contractor from unauthorized access and modification. Mechanisms to detect and record significant computer security events related to PGE Assets must be resistant to attacks. These attacks include attempts to deactivate, modify, or delete the logging software or the logs themselves.
 - 6.1.11. Contractor will ensure that log files will be archived and stored off site.
 - 6.1.12. Logs detailing the events required to create an audit trail must be generated by or for Contractor and available for review by PGE, including the PGE Assets Security team and any other designated PGE contact upon written request.

7. Use of Cloud technology; Storage.

- 7.1. Contractor shall provide to PGE, at PGE's request either in advance of use of cloud technology, or at any time during the term of the Agreement (i) a list of all sub-contractors providing the cloud services; and (ii) all geographic locations to, or in which the PGE Information will be transferred or stored in order for Contractor to provide the Deliverables to PGE.
- 7.2. Contractor shall also provide advance warning to PGE of any changes to the cloud technology and any security measures used to Process the PGE Information in order to provide the Deliverables. This advance warning should allow PGE sufficient time to consider the changes and assess whether it wishes to continue with the Agreement or terminate it. At minimum, Contractor will provide PGE with thirty (30) days' notice of any changes to the technology and security measures used to Process the PGE Information. Contractor agrees that no PGE Information will be outsourced or housed outside the United States of America without prior PGE written authorization.

8. Firewalls and Intrusion Prevention Services.

- 8.1. Contractor shall protect the applications and Contractor infrastructure at locations used to provide the Deliverables by ensuring that firewalls and intrusion prevention services conform to the following requirements:

- 8.1.1. Firewall, VPN, and intrusion prevention systems (“IPS”) must be routinely maintained and monitored proactively by Contractor. The IPS must be capable of inspecting inbound and outbound encrypted traffic.
- 8.1.2. Alarm or monitoring tools must be used to detect security related events from Contractor’s intrusion prevention systems.
- 8.1.3. All non-essential networking or system services must be eliminated or removed.
- 8.1.4. The system logs generated from the firewall and IPS (or more generally any Contractor Infrastructure) must be reviewed on a regular basis by Contractor to detect any unauthorized entry attempts or unusual behavior. Dropped events are logged and retained for historical and forensics purposes.
- 8.1.5. Contractor shall verify firewall system integrity on regular intervals and after firewall, VPN, or IPS changes are made.

9. Network Security.

- 9.1. Contractor must clearly document the network architecture used in connection with Contractor’s Information Systems and PGE Assets, to facilitate identification of components during network analysis operations and problem investigations. Contractor must document and report additions and deletions, which have a significant impact on Contractor’s Information Systems or PGE Assets.
- 9.2. Contractor shall limit access to network diagrams, routing tables, IP addresses pertaining to the Deliverables to Contractor Professionals and PGE personnel on a need to know basis only.
- 9.3. Contractor shall limit access to routers and other network devices used to provide the Deliverables only to system administrators or network architects authorized by Contractor or PGE.
- 9.4. Only authorized Contractor Professionals performing work and services to provide the Deliverables are permitted to monitor Contractor’s Information Systems or PGE Assets and Contractor shall limit monitoring accordingly.
- 9.5. Notwithstanding Section 9.4 immediately above, Contractor shall provide PGE with reasonable access to support PGE’s monitoring tools as reasonably required for PGE to monitor and troubleshoot PGE applications (including, at a minimum, access to span ports).

10. Encryption.

- 10.1. Contractor shall document how the cryptographic system protects the confidentiality, data integrity, authentication, and non-repudiation of devices and data flows in the underlying system as specified by PGE.
 - 10.1.1. The cryptographic methods (hash functions, symmetric key algorithms, or asymmetric key algorithms) and primitives (e.g., Secure Hash Algorithm [SHA]- 256, Advanced Encryption Standard [AES]-256128, RSA, and Digital Signature Algorithm [DSA]-2048), to include implementation of such methods.
 - 10.1.2. The preoperational and operational phases of key establishment, deployment, ongoing validation, and revocation.
- 10.2. Contractor will use only cryptographic methods as defined in the FIPS 140-2 Standard when enabling encryption on Contractor’s Information System and Deliverables, that meet or exceed the following:
 - 10.2.1. Advanced Encryption Standard (AES) 256 or higher for data at-rest.
 - 10.2.2. Secure Hash Algorithm (SHA)-2 or higher for password hashing.
 - 10.2.3. Rivest Shamir Adleman (RSA), Diffie-Hellman, or Elliptic Curve Diffie-Hellman for key exchange with 3072 bit key lengths or higher.
 - 10.2.4. TLS 1.2 or higher for data in transit, leveraging the algorithms listed above or higher.
- 10.3. Contractor shall provide an automated remote key-establishment method to protect the confidentiality and integrity of the cryptographic keys.
- 10.4. Contractor shall ensure that:
 - 10.4.1. The system implementation includes the capability for configurable cryptoperiods of no longer than two years, in accordance with the Suggested Cryptoperiods for Key Types found in Table 1 of NIST 800-57 Part 1, as may be amended.
 - 10.4.2. The key update method supports remote updating encryption keys (rekeying) of all devices within fourteen (14) days as part of normal system operations.

- 10.4.3. Emergency re-keying of all devices can be remotely performed within five (5) days.
- 10.4.4. Contractor shall provide a method for updating cryptographic primitives or algorithms.
- 10.5. Contractor shall encrypt over public networks in accordance with Security Best Practices (e.g., the most current version of TLS or VPN).
- 10.6. If Contractor implements VoIP, it shall be encrypted VoIP communications in accordance with Security Best Practices.
- 10.7. Contractor shall encrypt wireless communications in accordance with Security Best Practices.
- 10.8. Certificate revocation lists must be updated as soon as technically feasible.
- 10.9. Neither Contractor nor any Contractor Professionals shall at any time unencrypt or comparably access or attempt to unencrypt or comparably access any encrypted or otherwise comparably secured PGE Assets or otherwise provide access to any encrypted or otherwise comparably secured PGE Assets in unencrypted or otherwise accessible form, in each case, without PGE's prior written authorization.
- 10.10. For all message-based encryption schemes employing digital signatures (including PGP and S/MIME), Contractor will verify the digital signature of the message and reject messages with invalid signatures.
- 10.11. For all encryption schemes, Contractor will ensure the confidentiality of the private or secret key and will promptly notify PGE in the event the key is compromised.

11. Computer Viruses and Security Patches; End of Life Practices

11.1. Malware Controls; Virus Protection Measures

- 11.1.1. Contractor shall use industry-standard malware controls, including the installation, regular update and routine use of anti-malware software on all Contractor Information Systems used to access PGE Assets.
- 11.1.2. Not limiting the foregoing, Contractor shall employ appropriate and effective virus protection measures that meet or exceed the following requirements:
 - 11.1.2.1. Thoroughly scan all software received from external sources before installing.
 - 11.1.2.2. Current versions of commercially available virus protection software are installed on all Contractor Information Systems supported by the software or with access to PGE Assets where files are transferred or where diskettes or hard drives are used. Virus scanning pattern files must be updated as soon as practicable.
 - 11.1.2.3. Scanning for viruses must be a regular practice. For all Contractor Information Systems for which virus protection can be installed, virus protection should be enabled and scanned on a regular schedule using up to date definitions.
 - 11.1.2.4. All files uploaded through the UI must be scanned before being used or before being transferred to all Contractor's Information Systems or PGE Assets.
 - 11.1.2.5. Contractor must not disable scanning.
 - 11.1.2.6. Contractor shall not, and shall not permit Contractor Professionals to, use anything except anti-virus software to clean viruses on any Contractor's Information Systems.

11.2. Patching

- 11.2.1. Contractor must implement and maintain controls to prevent and detect unauthorized access, intrusions, computer viruses and other malware on its Contractor's Information Systems. Contractor will ensure that all software running on all Contractor's Information Systems is current and shall remain current and shall be continuously updated and patched with all available updates and patches as soon as practicable. Contractor will retain necessary support to ensure receipt of critical security patches for all externally sourced software. Any critical security patch must be installed within 72 hours of release.
- 11.2.2. Prior to the delivery of any Deliverables to PGE or any connection of software, electronic devices, assets or equipment to PGE Assets, Contractor shall provide documentation regarding its patch management and vulnerability management/mitigation programs and update process (including third-party hardware, software, and firmware) for Contractor Information Systems required to be connected to PGE Assets during the provision of Deliverables under the Agreement. This documentation shall include information regarding the resources and technical capabilities to sustain this program and process such as (i) Contractor's method or recommendation for how the integrity of a patch is

validated by PGE; and (ii) Contractor's approach and capability to remediate newly reported zero-day vulnerabilities.

11.2.3. Current or supported version of Deliverables shall not require the use of out-of-date, unsupported, or end-of-life version of third-party components (e.g., Java, Flash, Web browser, etc.).

11.3. Due Diligence

11.3.1. Contractor will use reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to PGE.

11.3.2. Contractor warrants (on an on-going basis) that it has no knowledge of any computer viruses or malware coded or introduced into any software or patches, and Contractor will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

11.3.3. When installed files, scripts, firmware, or other Contractor software Deliverable are flagged as malicious, infected, or suspicious by an anti-virus vendor through source solutions like "Virus Total," Contractor must provide technical proof as to why the "false positive" hit has taken place to ensure their code's supply chain has not been compromised.

11.3.4. Virus or Malware Introduction

11.3.4.1. If a virus or other malware is found to have been coded or otherwise introduced to PGE Assets or Deliverables from Contractor, Contractor shall immediately and at its own cost:

11.3.4.1.1. Take all necessary remedial action and provide assistance to PGE to eliminate the virus or other malware throughout PGE's Assets, regardless of whether PGE Assets are operated by or on behalf of PGE; and

11.3.4.1.2. If the virus or other malware causes a loss of operational efficiency or any loss of data or damage to PGE Assets (i) take all steps necessary and provide all assistance required by PGE and its affiliates, and (ii) use commercially reasonable efforts to mitigate the loss of or damage to PGE Assets.

11.3.5. Operating System Lifecycle

11.3.5.1. Contractor Deliverable will not reside on end-of-life operating systems, or any operating system that will go end-of-life six (6) months from the date of installation.

11.3.5.2. Contractor Deliverables will support the latest versions of operating systems on which Contractor-provided software functions within twenty-four (24) months from official public release of that operating system version.

11.3.5.3. Contractor Deliverables will not reside on end-or-life databases used directly by the application that will go end-of-life six (6) months from the date of installation.

11.3.5.4. Contractor Deliverables will support the latest versions of the database on which the contractor provided software functions within twenty-four (24) months from official public release of that database version.

11.3.5.5. Updates to the Contractor Deliverables will not affect the functionality of existing APIs necessary for the proper operation of the Deliverable or relationships with interconnected systems.

12. Correcting Vulnerabilities - Contractor's Information Systems

12.1. Contractor will correct or mitigate, at its own cost, any vulnerabilities in Contractor's Safeguards that it or a third party discovers and reasonably determines would result in a risk to the security, privacy or confidentiality of PGE Assets as follows:

<p>Critical: Critical-risk vulnerabilities are more severe than high-risk vulnerabilities and include those vulnerabilities believed to be serious enough to warrant immediate attention.</p>	<p>Vulnerability must be mitigated within 24 hours of discovery</p>
<p>High: Exploitation of a "high-risk" vulnerability could provide unauthorized system or data access, likely at an administrative level. Exposure of sensitive information, i.e. user IDs, passwords, proprietary data, trade secrets, credit card, social security, protected health information,</p>	<p>Vulnerability must be mitigated in 7 days of discovery</p>

and other customer data, present high risk.	
Medium: Exploitation of a “medium-risk” vulnerability could allow indirect access to data and configuration files.	Vulnerability must be mitigated in 30 days of discovery
Low: Exploitation of a “low-risk” vulnerability could lead to an attacker obtaining system statistics, user accounts, or other sensitive information that might aid in an attack.	Vulnerability must be mitigation in 90 days of discovery

- 12.2. If Contractor is unable to correct a vulnerability with a given time frame it will promptly notify PGE in writing.
- 12.3. If PGE identifies a vulnerability in connection with PGE Assets or any Deliverables, it will promptly notify Contractor in writing and Contractor will promptly provide PGE with a written response, documenting the actions taken to correct the vulnerability and specific dates by which the vulnerability will be resolved.
- 12.4. PGE may, in its reasonable discretion and without penalty of any kind to PGE, elect to (1) immediately suspend or terminate Contractor’s access to PGE Assets (or to specific portions of Deliverables affected by a vulnerability), and/or (2) immediately terminate only those specific portions of such Deliverables under the Agreement necessary to protect against such vulnerability.
- 12.5. Contractor shall verify and provide documentation that Deliverables (including third-party hardware, software, firmware, and services) have appropriate updates and patches installed prior to delivery to PGE.
- 12.6. To meet the requirements of Section 12, Contractor shall implement a vulnerability detection and remediation program consistent with NIST Special Publication 800-53 Rev. 4 RA-5, SA-11, and SI-2, as may be amended.

13. Correcting Vulnerabilities – Deliverables. Contractor shall develop and implement policies and procedures to address the disclosure and remediation by Contractor of vulnerabilities and material defects related to the Deliverables including the following:

- 13.1. Prior to the delivery of Deliverables, Contractor shall provide summary documentation of publicly disclosed vulnerabilities and material defects in the Deliverables, the potential impact of such vulnerabilities and material defects, the status of Contractor’s efforts to mitigate those publicly disclosed vulnerabilities and material defects, and Contractor’s recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.
 - 13.1.1. Contractor shall provide summary documentation of vulnerabilities and material defects in the Deliverables within thirty (30) calendar days after such vulnerabilities and material defects become known to Contractor. This includes summary documentation on vulnerabilities that have not been publicly disclosed or have only been identified after the delivery of the Deliverable. The summary documentation shall include a description of each vulnerability and material defects and its potential impact, root cause, and recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.
 - 13.1.2. Contractor shall disclose the existence of all known methods for bypassing computer authentication in the Deliverables, often referred to as backdoors, and provide written documentation that all such backdoors created by Contractor have been permanently deleted or disabled.
 - 13.1.3. To meet the requirements of Section 13, Contractor shall implement a vulnerability detection and remediation program consistent with NIST Special Publication 800-53 Rev. 4 RA-5, SA-11, and SI-2, as may be amended.
 - 13.1.4. **Disclosure of Vulnerabilities by PGE:** Whether or not publicly disclosed by Contractor and notwithstanding any other limitation in the Agreement, PGE may disclose any vulnerabilities or material defects in the Deliverables to (a) the Electricity Information Sharing and Analysis Center, the Industrial Control Systems Cyber Emergency Response Team, or any equivalent entity, (b) to any entity when necessary to preserve the reliability of the BES as determined by PGE in its sole discretion, or (c) any entity required by applicable law.
 - 13.1.5. In providing the Deliverables, Contractor shall provide appropriate software and firmware updates to remediate critical vulnerabilities within the same timeframes as described in 12.1.

13.1.6. When third-party hardware, software (including open-source software), and firmware is provided by Contractor to PGE, Contractor shall provide appropriate hardware, software, and firmware updates to remediate newly discovered vulnerabilities or weaknesses within the same timeframes as described in Section 12.1.

14. Back-Up Storage and Security. Contractor will have and maintain policies and processes for the backup of PGE Information. The back-up storage infrastructure will be Contractor-owned or Contractor Professionals-owned equipment and media and will meet Security Best Practices. The back-up storage infrastructure will be located in physically protected, limited access within the country of data origination and be governed by the access controls and other security measures as set forth herein.

15. Supply Chain Practices.

15.1. Contractor shall establish, document, and implement risk management practices for Deliverables provided under the Agreement. Contractor shall provide documentation on its chain-of-custody practices, inventory management program (including the location and protection of spare parts), information protection practices, and integrity management program for components provided by sub-suppliers.

15.2. Contractor shall specify how digital delivery for Deliverables (e.g., software and data) including patches will be validated and monitored to ensure the digital delivery remains as specified. If PGE deems that it is warranted, Contractor shall apply encryption to protect Deliverables throughout the delivery process.

15.2.1. If Contractor provides software or patches to PGE, Contractor shall publish or provide a hash conforming to the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable PGE to use the hash value as a checksum to independently verify the integrity of the software and patches and avoid downloading the software or patches from Contractor's website that has been surreptitiously infected with a virus or otherwise corrupted without the knowledge of Contractor.

15.3. Contractor shall identify the country (or countries) of origin of the Deliverable and its components (including hardware, software, and firmware). Contractor will identify the countries where the development, manufacturing, maintenance, and service for the Deliverable are provided. Contractor will notify PGE of changes in the list of countries where Deliverable maintenance or other services are provided in support of the Deliverables. This notification shall occur 180 days prior to initiating a change in the list of countries.

15.4. Contractor shall use trusted channels to ship Deliverables, such as U.S. registered mail.

15.5. Contractor shall demonstrate a capability for detecting unauthorized access throughout the delivery process.

15.6. Contractor shall demonstrate chain-of-custody documentation for Deliverables as determined by PGE in its sole discretion and require tamper-evident packaging for the delivery of this hardware.

16. Contractor Security Program Compliance. Contractor will, on an ongoing basis, ensure that its information security program is designed, maintained, updated, and adjusted, as necessary, to protect against reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of PGE Assets and Deliverables that could result in the unauthorized access, disclosure, misuse, alteration, destruction, or other compromise of such PGE Assets. Contractor will regularly assess, test, and monitor the effectiveness of the information security program's key controls, systems, and procedures. Without limiting the foregoing:

16.1. Contractor will, and will cause Contractor Professionals to, perform regular vulnerability scans of all Contractor's Information Systems using an industry standard vulnerability scanner at reasonable intervals, but in no event less frequently than once per quarter.

16.2. Contractor will have an accredited third party hired by Contractor, perform a security and privacy design review and penetration test of Contractor's Information Systems as circumstances reasonably require, but in no event less frequently than once per year.

16.3. Contractor will perform annual audits of Contractor's security and privacy controls to protect PGE Assets using (1) an appropriate audit standard for management of information systems and a mutually agreed upon audit scope that is applicable to the Deliverables; and applied to all relevant services, systems,

devices, and media and all material controls applicable to PGE Assets, and (2) an accredited, third party audit firm hired by Contractor and approved by PGE, which shall not be unreasonably withheld.

16.4. Contractor shall annually ensure performance of internal controls SSAE 16 (SOC 1 and SOC 2) / ISAE 3402 Type II audit and Contractor will provide a copy of the final report to PGE. Additionally, during the term of the Agreement and no more than twice per year PGE may request from Contractor a bridge letter with respect to the SSAE 16 (SOC 1 and SOC 2) / ISAE 3402 Type II Reports and/or any other applicable reports that Contractor may produce. Contractor agrees to correct any security and internal controls deficiencies revealed by these audits, at its own expense, within a timeframe reasonably requested by PGE.

17. PGE Assessment. Upon request, Contractor grant PGE or a third party on PGE's behalf permission to perform an assessment, audit, examination, or review of controls in Contractor's environment in relation to PGE Information being handled and/or Deliverables to confirm compliance with the Agreement, this Addendum as well as any applicable laws, regulations, and industry standards. Additionally, Contractor shall promptly and accurately complete any information security questionnaire provided by PGE or a third party on PGE's behalf regarding Contractor's environment in relation to PGE Information being handled and/or Deliverables being provided to confirm compliance with the Agreement, this Addendum, as well as any applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to any knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports PGE Information for PGE pursuant to the Agreement. The audit costs shall be borne by PGE unless the audit is caused by Contractor or shows a breach of any obligation under the Agreement by Contractor. In such case, the audit costs and any further reasonable costs in connection with this breach shall be borne by Contractor. Any regulators of PGE or its affiliates shall have the same rights of audit as described herein upon request.

18. Response Plan. Contractor shall develop and implement policies and procedures to address Security Incidents ("**Response Plan**") by mitigating the harmful effects of Security Incidents (defined in Section 19) and addressing and remedying the occurrence to prevent the recurrence of Security Incidents in the future. Contractor shall provide PGE access to inspect its Response Plan. The development and implementation of the Response Plan shall follow best practices that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended.

19. Notification; Security Incident.

19.1. Upon execution of the Agreement, Contractor will provide PGE with the name and contact information for a primary security contact with Contractor who will be available to assist PGE as a contact in resolving obligations associated with a Security Incident. A "**Security Incident**" for purposes of this Addendum means: (i) the attempted or successful unauthorized or unlawful access, acquisition, use, disclosure, modification, loss, or destruction of PGE Assets or Deliverables or interference with system operations in an information system that contains PGE Assets or Deliverables; (ii) any breaches to Contractor's Information Systems or (iii) receipt of a complaint in relation to the privacy practices of Contractor or Contractor Professionals or (iv) a breach or alleged breach of this Addendum. The inadvertent unauthorized access of PGE Assets or Deliverables by a Contractor Professional performing services under the Agreement is not a Security Incident so long as the access is terminated as soon as the access is discovered, and the inadvertent access is reported to PGE immediately.

19.2. Contractor shall notify PGE immediately after Contractor becomes aware of evidence that would lead Contractor to reasonably conclude that a Security Incident may have occurred. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) why the Security Incident occurred (e.g., a precise description of the reason for the system failure), (b) the amount of PGE Information known or reasonably believed to have been disclosed, and (c) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future. In

such a case, for all confirmed breach notices to PGE, Contractor shall send a copy of the notice (i) via email with a read receipt to IT.SECOPS@pgn.com with a subject line including the words “**Security Event**,” with a copy to Contractor’s primary business contact within PGE, and (ii) as required by the Notices provision of the Agreement.

- 19.3. Upon becoming aware of any confirmed Security Incident affecting PGE Assets, consistent with applicable law and regulation, Contractor shall take the following additional actions:
- 19.3.1. Immediately following such discovery and notification to PGE, the parties will coordinate with each other to investigate and mitigate the Security Incident. Contractor agrees to fully cooperate with PGE in PGE’s handling of the matter, including any investigation, providing PGE with physical access to the facilities and operations affected, facilitating interviews with Contractor Professionals and others involved in the matter, and making available all relevant records, logs, files, and data reporting or other obligations required by applicable law, regulation, standard, or as otherwise required by PGE. Contractor will provide PGE guidance and recommendations for long term remediation of any cyber security risks posed to PGE Assets as well as any information necessary to assist PGE in any recovery efforts undertaken by PGE in response to the Security Incident.
- 19.3.2. Contractor shall provide written updates of the notice to PGE addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with PGE in PGE’s efforts to determine the risk to PGE’s BES posed by the Security Incident, including providing additional information regarding the Security Incident upon request from PGE.
- 19.3.3. Contractor shall take immediate steps to remedy the Security Incident at Contractor’s expense in accordance with applicable privacy rights, laws, and standards. Contractor shall indemnify PGE for all costs incurred in responding to and mitigating damages caused by a Security Incident.
- 19.3.4. Upon discovery of a Security Incident, Contractor shall develop and execute a plan that reduces the likelihood of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and NIST Special Publication 800-61 Rev. 2 and NIST Special Publication 800-184, as may be amended, and shall communicate that plan to PGE. Contractor shall provide recommendations to PGE on actions that PGE may take to assist in the prevention of recurrence, as applicable or appropriate.
- 19.3.5. Except as may be strictly required by applicable law, Contractor agrees that it will not inform any third party of any Security Incident without first obtaining PGE’s prior written consent, other than to inform a complainant that the matter has been forwarded to PGE. Contractor will cooperate with PGE in connection with issuing any notice to individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or in PGE’S discretion, in connection with any Security Incident. Further, Contractor agrees that PGE shall have the sole right to determine: (i) whether notice of the Security Incident is to be made; (ii) the contents of such notice; (iii) whether any type of remediation may be offered to affected persons; and (iv) the nature and extent of any such remediation (including, in the case of exposure of Social Security numbers or payment card information, actual reasonable costs incurred in providing individuals affected by the Security Incident with reissued payment cards, complimentary one (1) year credit monitoring services, credit protection services, credit fraud alerts, and/or similar services which PGE in its sole discretion deems necessary to protect such affected individuals). Any such notice or remediation shall be at Contractor’s sole cost and expense.
- 19.3.6. Contractor agrees to cooperate with PGE in any litigation or other formal action against third parties deemed necessary by PGE to protect its rights.

20. Equitable Relief. Without limiting any terms regarding remedies or liability in the Agreement, the parties acknowledge and agree that any breach of this Addendum by Contractor would cause PGE irreparable harm for which money damages would not be a sufficient remedy and that PGE is entitled to equitable relief (including, but not limited to, an injunction and specific performance) for any such breach, in addition to its remedies at law, without proof of actual damages.

21. Return or Secure Disposal of PGE Assets. Except as otherwise expressly permitted under the Agreement, upon the termination, cancellation, expiration or other conclusion of the Agreement or services document,

Contractor will cease using PGE Assets and within thirty (30) calendar days thereof will, at PGE's sole election, return (in the case of PGE Information in a format compatible with PGE Systems) or Securely Dispose of (and deliver to PGE a certificate executed by one of Contractor's duly authorized senior officers indicating that PGE Information has been Securely Disposed of) all PGE Assets in its possession or control, including any and all copies and derivatives of such materials, in a manner consistent with applicable law and at no additional cost to PGE. Contractor shall extend the security protections of the Agreement to PGE Assets for as long as Contractor maintains PGE Assets and will ensure that PGE has access to PGE Assets during this transition period. "**Securely Dispose of**" means following an industry standard procedure for complete destruction such as NIST Special Publication 800-88 or Department of Defense 5220-22-M Standard. To the extent a subcontractor is conducting the disposal, Contractor shall conduct due diligence on the subcontracting entity, which includes one of the following: (a) reviewing an independent audit of a disposal company's operations and/or its compliance with these disposal terms; (b) obtaining information about the disposal company from several references; (c) requiring that the disposal company be certified by a recognized trade association; or (d) reviewing and evaluating the disposal company's information security policies or procedures.

- 22. Privacy by Design.** Contractor acknowledges and agrees that privacy and data security shall be incorporated into the design and operation of the Deliverables provided to PGE. Contractor acknowledges and agrees that the Deliverables shall dynamically respond to changes in legal obligations, regulatory guidance, industry best practices, and known and foreseeable risks to PGE Assets. Throughout the design and operation of the Deliverables, Contractor shall proactively present to PGE, and respond to PGE's reasonable request for, alternative methods of design and operation that permit PGE to: (a) alter the level and type of physical, technical, and administrative safeguards applied to PGE Assets handled by or through Deliverables; (b) modify the types and volume of PGE Assets handled by or through the Deliverables; (c) adjust the retention periods applied to PGE Assets handled by or through the Deliverables; and (d) review and modify the accuracy of PGE Assets handled by or through the Deliverables.
- 23. Retained Ownership of PGE Assets.** As between Contractor and PGE, PGE owns all rights (including, but not limited to, intellectual property rights), title and interests in PGE Assets. Nothing in this Addendum grants any right, title or interest in any PGE Asset and Contractor shall not claim ownership of PGE Assets. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement between PGE and Contractor. Contractor shall not use, sell, rent, transfer, distribute, or otherwise disclose or make available PGE Information for Contractor's own purposes or for the benefit of anyone other than PGE. PGE Information shall not be transferred, distributed, repurposed or shared across other applications, environments, or business units of Contractor.
- 24. Gramm-Leach-Bliley.** Without limiting any other provision of this Addendum, to the extent that any PGE Information includes customer data as such term is defined under the Gramm-Leach-Bliley Act ("**GLB**") and the regulations promulgated thereunder, Contractor shall implement and maintain appropriate safeguards to protect this data as required under GLB and the regulations.
- 25. Credit Card Standards.** Contractor shall adhere to all applicable credit card industry requirements, including, without limitation, the Payment Card Industry Data Security Standard ("**PCI DSS**"). Contractor is solely responsible for the security of cardholder data in Contractor's possession.
- 26. Red Flags Rule.** Without limiting any other provision of this Addendum, to the extent that Contractor has been engaged to provide services with respect to individual financial accounts that are "covered accounts" as defined under 16 C.F.R. § 681.2 (the "**Red Flags Rule**"), Contractor shall comply with the Red Flags Rule with respect to those covered accounts. Without limiting the foregoing, Contractor shall maintain reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and to detect Red Flags (as such term is defined in the Red Flags Rule) that may arise in the course of providing the Deliverables. Contractor shall promptly report any Red Flags to PGE and shall take reasonable steps to prevent or mitigate identity theft, including any reasonable steps requested by PGE.

Instructions:

Please provide Bidder's pricing proposal to support the plan described in Submittal Part 2 section 3.0 for Marketing Bidders and section 4.0 for Outreach Bidders.

- Complete the required fields below which include rows 9-10 and cells B17-B19 and C17-C19.
- See color key for clarification in cells H4-H5. Keep Outreach and Marketing performance and costs separated for evaluation purposes except as described in the Optional cells F17-F20.
- Start-up fees are not required but if they apply, please detail them separately from Bidder's proposed price per MWh.
- Cells may be added if Bidder has additional alternative pricing proposals to describe. However, existing cells may not be removed or adjusted, except as to accommodate additional text.
- If only bidding on one service, enter "N/A" for fields corresponding to services Bidder is not pursuing.
- If only bidding on one service, it is understood that performance metrics may or may not include assumptions about channel performance outside of Bidder's service offerings.

Year	Anticipated Performance (Required)					Color Key
	Annual Gross Enrollments		Annual Program Drops	YE participants	Total MWh Sold	Enter content in Yellow Cells
	Outreach Tactics	Marketing Tactics				Grey cells have formulas to auto-populate
2022						
2023						
2024						
Total Anticipated Results	0	0	0	0	0	

Year	Costs (Required)				Optional (if offering a discounted rate for selecting both services)	
	Price per MWh		Total Annual cost		Price per MWh	Total Annual cost
	Outreach Services	Marketing Services	Outreach Services	Marketing Services	Marketing & Outreach services	Marketing & Outreach services
2022			\$ -	\$ -		\$ -
2023			\$ -	\$ -		\$ -
2024			\$ -	\$ -		\$ -
Total Anticipated Results	Start-up fees (if applicable)					\$ -
	Total Cost of Contract		\$ -	\$ -		\$ -

