

# Doing Business with Puget Sound Energy Documents

## ***Mutual Confidentiality Agreement (MCA)***

Respondents must sign the Confidentiality Agreement and include two signed originals to PSE with proposal submission. PSE will countersign the MCA and return one fully executed agreement to the respondent.

## Mutual Confidentiality and Nondisclosure Agreement

Effective Date: \_\_\_\_\_

In order to protect certain information which may be disclosed between them, Puget Sound Energy, Inc., a Washington corporation with offices at 10885 NE 4th St., Bellevue, Washington ("PSE") and the "Other Party" identified below, agree as follows:

1. Both parties are disclosing or may disclose confidential information.
2. The confidential information to be disclosed under this Agreement ("Confidential Information") shall include, and a party receiving Confidential Information ("Recipient") shall have a duty to protect, only Confidential Information which is (a) disclosed by the disclosing party ("Discloser") in writing and marked as confidential (or with a similar legend) at the time of disclosure, or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure. Notwithstanding the foregoing, Confidential Information shall include the following information of Discloser, whether or not marked, identified or summarized as confidential: names, addresses, telephone numbers, e-mail addresses, social security numbers, credit card numbers, call-detail information, purchase information, product and service usage information, frequent flier information, account information, credit information and demographic information of prospective and existing customers or employees of (1) Discloser, (2) Discloser's affinity marketing partners, (3) Discloser's

contracting parties and (4) Discloser's data suppliers, business plans, feasibility and evaluation work, contracts, sales and marketing information, budgets and anticipated financial performance, documents, memoranda, and business records of any kind or nature, or any other information or material, which is either non-public, confidential or proprietary in nature, the access, control, possession or knowledge of which was gained through, or otherwise acquired by reason of the parties' execution of this Agreement. Such term shall also include memoranda, notes, reports, analyses, compilations, studies, documents and computer generated data or information relating to and derived from the Confidential Information by either party hereto, its employees, agents or representatives, and which contain or otherwise reflect any such Confidential Information and/or the review thereof.

3. Recipient shall use the Confidential Information solely in connection with possible or existing business relationships or arrangements between them relating to one or more business project or contract.

4. This Agreement shall continue in full force and effect until two (2) years from the Effective Date, unless terminated earlier upon the parties' written consent.

5. Recipient shall hereafter (i) not use the Confidential Information except as specifically authorized under this Agreement, (ii) limit disclosure of Confidential Information within its own organization to its officers, directors, employees, attorneys, consultants, representatives and agents (each an "Authorized Person") having a need to know (provided that each such Authorized Person shall have been informed of its confidential nature and shall have agreed not to use or disclose the same for any purpose other than as contemplated herein); and (iii) not disclose Confidential Information to any third party individual, corporation, or other entity without the prior written consent of Discloser. Recipient shall use the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of Confidential Information. At Discloser's request, Recipient agrees to promptly return to Discloser all Confidential Information in tangible form, and all copies thereof.

6. Recipient shall immediately notify Discloser of any actual, probable or reasonably suspected breach of security of the Recipient's data systems and of any other actual, probable or reasonably suspected unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Confidential Information of Discloser, including without limitation any Confidential Information (each, a "Security Breach"). In

any notification to Discloser required under this Section, Recipient shall designate a single individual employed by Recipient who must be available to PSE 24-hours per day, 7-days per week as a contact regarding Recipient's obligations under this Section.

7. Recipient will indemnify Discloser, its subsidiaries and affiliates, and each of their respective officers, shareholders, directors and employees from and against any claims, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) that relate to any failure to comply with any obligation enumerated in this relating to Confidential Information. Discloser may participate in the defense and settlement of any claim for which it is entitled to indemnification hereunder at Discloser's own expense and using attorneys selected by Discloser.

8. Discloser warrants that it has the right to make the disclosures under this Agreement. No license or conveyance of any intellectual property rights is granted or implied by this Agreement, except the limited right to use Confidential Information as specified in Paragraph 3.

9. This Agreement is binding on and for the benefit of each of the parties and the parties' respective successors and assigns. This Agreement is specifically enforceable without proof of monetary damages.

10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Washington, U.S.A.



PUGET SOUND ENERGY, INC.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

OTHER PARTY \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

## **Agreement for Professional Services**

*PSE Contract* – when projects have been identified for implementation, PSE will provide an electronic copy of a sample PSE contract for your review. A detailed Scope of Work must be provided prior to completion of contracting process and pricing finalization.

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## Agreement for Professional Services

No. \_\_\_\_\_

This Agreement, dated as of \_\_\_\_\_, is entered into by and between **Puget Sound Energy, Inc.** ("PSE") and \_\_\_\_\_ ("Consultant").

### **Section 1. The Services**

- 1.1** Consultant shall perform the services described in the attached Schedule A which is incorporated herein by this reference.
- 1.2** Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement: personnel, labor and supervision; technical, professional and other services; equipment, materials, goods and other property; and data, information, computer programs and other items. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Consultant under this Agreement are sometimes collectively referred to in this Agreement as the "Services."
- 1.3** All provisions of this Agreement are intended to be correlative and complementary, and any Services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the Services that are necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

**Section 2. Schedule**

- 2.1** If a schedule for performance of any Services is specified in or pursuant to this Agreement, Consultant shall commence, prosecute and complete such Services in accordance with such schedule.
- 2.2** If a schedule for performance of any Services is not specified in or pursuant to this Agreement, Consultant shall commence such Services upon notice to proceed from PSE and shall thereafter diligently prosecute such Services to completion.

**Section 3. Compensation**

- 3.1** As full compensation for satisfactory performance of the Services, PSE shall pay Consultant the compensation described in Schedule A.
- 3.2** Unless otherwise provided for in Schedule A, Consultant shall submit to PSE, within thirty (30) days after the end of each calendar month, Consultant's invoice for the compensation payable under this Agreement for the Services performed during such month. Each of Consultant's invoices shall set forth a detailed description of the Services performed during the applicable month, the number of hours spent performing such Services, the dates on which such Services were performed and a detailed itemization of any reimbursable costs and expenses incurred in connection with such Services. Further, each such invoice shall be supported by such receipts, documents, compensation segregations, information and other items as PSE may reasonably request to verify the invoice.
- 3.3** Consultant shall place the number of this Agreement on all of its invoices. Consultant shall submit such invoices by mailing to PSE at its address for notices under this Agreement or such other address as PSE may specify in writing. PSE may change such address for invoices by giving Consultant written notice of the change.
- 3.4** PSE shall pay each of Consultant's invoices within thirty (30) days after PSE's receipt and verification thereof.

**Section 4. Performance by Consultant**

- 4.1** Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of PSE. Any such delegation or subcontracting without PSE's prior written consent shall be voidable at PSE's option. No delegation or subcontracting of performance of any of the Services, with or without PSE's prior written consent, shall relieve Consultant of its responsibility to perform the services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and omissions of Consultant's employees, Consultant's subcontractors and any other person who performs or furnishes any Services (collectively, the "Support").
- 4.2** Consultant shall at all times be an independent contractor and not an agent or representative of PSE with regard to performance of the Services. Consultant shall not represent that it is, nor hold itself out as, an agent or representative of PSE. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of PSE.
- 4.3** Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.
- 4.4** Consultant shall fully cooperate with PSE and coordinate the Services with related work performed by PSE and others. If any Services depend upon the results of work performed by PSE or others, Consultant shall, prior to commencing such Services, notify PSE of any actual or apparent deficiencies or defects in such other work that render such other work unsuitable for performance of the Services in accordance with this Agreement.
- 4.5** Consultant shall not hire any employee of PSE to perform any of the Services. Consultant shall employ persons to perform the Services who are fully experienced and properly qualified to perform the same. Consultant shall, if so requested by PSE, remove from performance of the Services any person PSE

determines to be incompetent, careless or otherwise objectionable. Without limitation of the foregoing, Consultant shall assign to performance of the Services any personnel specified in this Agreement and shall not (for so long as they remain in Consultant's employ) reassign or remove any of them without the prior written consent of PSE. If any such personnel leave Consultant's employ or are reassigned or removed by Consultant, Consultant shall replace them with personnel approved by PSE.

- 4.6** Consultant shall promptly pay (and secure the discharge of any liens asserted by) all Support. Consultant shall furnish to PSE such releases of claims and other documents as may be requested by PSE to evidence such payment (and discharge).
- 4.7** Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services. Without limiting the generality of the foregoing, Consultant shall provide all required safety equipment, safe tools and a safe work place for all Support.

#### **Section 5. Compliance with Laws**

- 5.1** Consultant shall comply (and shall use its best efforts to ensure that the Services and Support comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon PSE and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, orders required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.
- 5.2** To the extent applicable, Consultant shall comply with Executive Order No. 11246, the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1972 and all of the orders, rules and regulations promulgated thereunder (including, but not limited to, 41 CFR Part 60-1, 41 CFR Part 60-250 and 41 CFR Part 60-741), all as the same may have been or may be amended. The "equal opportunity clause" set forth in 41 CFR Section 60-1.4, the



"Affirmative Action Obligations for Disabled Veterans and Veterans of the Vietnam Era" clause of 41 CFR Section 60-250.4 and the "Affirmative Action for Handicapped Workers" clause of 41 CFR Section 60-741.4 are incorporated herein by this reference. Consultant certifies that segregated facilities (within the meaning of 41 CFR Section 60-1.8) are not and will not be maintained or provided for Consultant's employees and that Consultant will not permit its employees to work at any location under Consultant's control where segregated facilities are maintained. Consultant shall obtain a similar certification from other parties as required by 41 CFR Section 60-1.8.

- 5.3** Access to PSE Facilities or Systems. Except as may be restricted by federal, state or local laws or regulations, PSE grants Consultant/Contractor access to PSE's Premises or IT systems as necessary to perform the Work or Services. Consultant/Contractor acknowledges that certain portions of PSE'S Premises may have restricted access and require prior authorization or a PSE designated escort to allow Consultant/Contractor access. If notified by PSE's Project Manager that access is restricted, Consultant/Contractor shall comply with federal, state or local laws or regulations requiring background checks and drug and alcohol testing of employees prior to performing work at the project site. No work can begin until these requirements have been met.

## **Section 6. Inspection; Examination of Records**

- 6.1** The Services shall at all times be subject to inspection by and with the approval of PSE, but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding PSE's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide PSE sufficient, safe and proper facilities and equipment for such inspection and free access to such facilities.
- 6.2** Consultant shall promptly furnish PSE with such information related to the Services as may be requested by PSE. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Consultant shall provide PSE access to (and PSE shall have the right to

examine, audit and copy) all of Consultant's books, documents, papers and records which are related to the Services or this Agreement.

### **Section 7. Property and Confidential Information**

- 7.1** PSE shall own all products, writings, information, and other property, whether tangible or intangible, created, made, developed, first reduced to practice or acquired by Consultant or any Support in connection with the Services (including, but not limited to, inventions, processes, methods, concepts, documents, drawings, specifications, calculations, maps, sketches, notes, reports, data, estimates, models, samples, completed Services and Services in progress) whether or not delivered to PSE. Consultant assigns to PSE, and shall require all Support to assign to PSE, any and all patent, copyright, trade secret and other intellectual property rights that Consultant or any Support may have in and to such property, subject to the reservation set forth in paragraph 7.3. Consultant shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may be requested by PSE to effect, perfect or evidence PSE's ownership of such property. Consultant shall deliver such property (together with any property furnished by PSE or the cost of which is included in the compensation payable under this Agreement) to PSE upon request and in any event upon the completion, termination or cancellation of this Agreement.
- 7.2** Consultant hereby grants to PSE a permanent, assignable, non-exclusive, royalty-free license to use any products, writings, information and other property, whether tangible or intangible, that is not described in paragraph 7.1, but that is furnished by Consultant or Support in connection with the Services or otherwise under this Agreement.
- 7.3** Consultant reserves a permanent, nonassignable, nonexclusive royalty-free license to use in its performance of professional services for others any inventions, processes, methods or concepts created, made, developed, first reduced to practice or acquired by Consultant in connection with the Services.

- 7.4** Consultant shall not, without the prior written consent of PSE, disclose to third parties any information received in connection with the Services.
- 7.5** PSE exclusively owns all Company Information. "Company Information" is any information about persons or entities that Consultant obtains in any manner from any source under this Agreement, which concerns prospective and existing customers or employees of (1) PSE, (2) PSE's affinity marketing partners, (3) PSE's contracting parties and (4) PSE's data suppliers. Company Information includes, without limitation, names, addresses, telephone numbers, e-mail addresses, social security numbers, credit card numbers, call-detail information, purchase information, product and service usage information, frequent flier information, account information, credit information and demographic information. Consultant (a) may collect, access, use, maintain and disclose Company Information only for the specific purpose for which such Company Information is collected, stored or processed by Consultant under this Agreement, and (b) shall, without limiting any other obligations applicable to Company Information hereunder, treat all Company Information as Confidential Information of PSE. For this Agreement, the acts or omissions of Consultant and anyone with which it is associated (e.g., employees of Consultant and its subsidiaries and affiliates, and Consultant's agents and approved contractors and subcontractors, and their respective employees) are Consultant's acts or omissions.
- 7.6** Consultant shall immediately notify PSE of any actual, probable or reasonably suspected breach of security of the Consultant Systems and of any other actual, probable or reasonably suspected unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Confidential Information of PSE, including without limitation any Company Information (each, a "Security Breach"). In any notification to PSE required under this Section, Consultant shall designate a single individual employed by Consultant who must be available to PSE 24-hours per day, 7-days per week as a contact regarding Consultant's obligations under this Section. Consultant shall (a) assist PSE in investigating, remedying and taking any other action PSE deems necessary regarding any Security Breach and any dispute, inquiry or claim that concerns the Security Breach; and (b) shall provide PSE with assurance satisfactory to PSE that such Security Breach or potential Security Breach will not recur. Unless prohibited by

an applicable statute or court order, Consultant shall also notify PSE of any third-party legal process relating to any Security Breach, including, but not limited to, any legal process initiated by any governmental entity (foreign or domestic).

- 7.7 Consultant shall return, or at the PSE's option, destroy (and certify in writing such return or destruction) any and all Confidential Information to the PSE upon any termination of this Agreement and upon request of the PSE. This Section shall survive termination of this Agreement.
- 7.8 Except as may be required by law, neither party to this Agreement shall, without the prior written consent of the other, make any news release or public announcement or place any advertisement stating that PSE and Consultant have contracted for the products or services specified in this Agreement or have entered into any business relationship. Use of any PSE name, trademark or service mark in any promotional materials of Consultant requires PSE's prior written approval, which is subject to the sole discretion of PSE to grant or withhold. In the event that PSE approves the use of its name, trademark, or service mark in any announcement, news release or promotional materials of Consultant, all of the contents shall be submitted to PSE's Corporate Communications Department for review prior to any publication by Consultant.

#### **Section 8. Release, Indemnity and Hold Harmless**

- 8.1 Subject to the limitations set forth in paragraph 8.3, Consultant releases and shall defend, indemnify and hold harmless PSE from and against all claims, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising, directly or indirectly out of or in connection with:
- (a) any fault, negligence, strict liability or product liability of Consultant or any Support in connection with the Services or this Agreement;
  - (b) any lien asserted by any Support upon any property of PSE in connection with the Services or this Agreement;
  - (c) any failure of Consultant, any Support or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or

- (d) any breach of or default under this Agreement by Consultant.
- 8.2** To the fullest extent permitted by applicable law, paragraph 8.1 shall apply regardless of any fault, negligence, strict liability or product liability of PSE. However, paragraph 8.1 shall not require Consultant to indemnify PSE against any liability for damages arising out of bodily injury or property damage caused by or resulting from the sole negligence of PSE. Further, in the case of concurrent negligence of Consultant and/or any Support on the one hand and PSE on the other hand, Consultant shall be required to indemnify PSE only to the extent of the negligence of the Consultant and/or the Support.
- 8.3** In connection with any action to enforce Consultant's obligations under paragraph 8.1 above, Consultant waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington).
- 8.4** Consultant releases and shall defend, indemnify and hold harmless PSE from and against all claims, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees), and royalties based upon any actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark or other intellectual property right by any Services. Further, if any Services infringe or misappropriate any patent, copyright, trade secret, trademark or other intellectual property right, Consultant shall either:
- (a) procure for PSE the right to use such Services;
  - (b) replace such Services with substantially equal Services that do not infringe or misappropriate any such right; or
  - (c) modify such Services so that they no longer infringe or misappropriate any such right.
- 8.5** Consultant will indemnify Company, its subsidiaries and affiliates, and each of their respective officers, shareholders, directors and employees from and against any claims, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) that relate to any failure to comply with

any obligation enumerated in this (1) Agreement relating to Company Information, or (2) this Section. Company may participate in the defense and settlement of any claim for which it is entitled to indemnification hereunder at Company's own expense and using attorneys selected by Company.

### **Section 9. Workers' Compensation and Insurance**

- 9.1** With respect to all persons performing the Services, Consultant or its Support shall secure and maintain in effect at all times during performance of the Services coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Consultant shall furnish to PSE such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as PSE may request.
- 9.2** Consultant shall secure and maintain insurance with provisions, coverages and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirements or, if none is attached, with such provisions, coverages and limits as PSE may from time to time specify to protect PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its successors and assigns (collectively, the "Additional Insureds") from any claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon PSE's request, Consultant shall furnish PSE with such additional assurance and evidence of such insurance (such as copies of all insurance policies) as PSE may request. Prior to commencement of the Services; and, within thirty (30) days after any renewal or any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to PSE a certificate of insurance acceptable to PSE with respect to any replacement policy.

- 9.3** All policies of insurance required under this Agreement shall:
- (a) be placed with such insurers and under such forms of policies as may be acceptable to PSE;
  - (b) with the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Additional Insureds as additional insureds;
  - (c) be primary insurance with respect to the interests of the Additional Insureds;
  - (d) any insurance or self-insurance maintained by any of Additional Insureds shall be excess and non-contributory insurance with respect to the insurance required hereunder;
  - (e) with the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and
  - (f) provide that the policies shall not be canceled or their limits or coverage reduced or restricted without giving at least 30 days prior written notice to the Purchasing Department of Puget Sound Energy, Inc., P.O. Box 90868, Bellevue, WA 98009-0868.
- 9.4** Consultant shall ensure that any policy of insurance that Consultant or any Support carry as insurance against property damage or against liability for property damage or bodily injury (including death) shall include a provision providing a waiver of the insurer's right to subrogation against each of the Additional Insureds. To the extent permitted by its policies of insurance, Consultant hereby waives all rights of subrogation against each of the Additional Insureds.
- 9.5** The requirements of this Agreement as to insurance and acceptability to PSE of insurers and insurance to be maintained by Consultant are not intended to and

shall not in any way limit or qualify any other obligation of Consultant under this Agreement.

### **Section 10. Changes**

- 10.1** PSE may at any time, by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and changes in the schedule and location of performance).
- 10.2** If any change under paragraph 10.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and schedule under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss of anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such change. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead.
- 10.3** Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as changed pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within fifteen (15) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to PSE a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to PSE within the applicable fifteen (15) day period.



**Section 11. Correction of Noncompliances**

- 11.1** Consultant shall, at its expense, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement.
- 11.2** If PSE directs Consultant to correct defective or noncomplying Services or to otherwise achieve compliance with this Agreement and Consultant thereafter fails to comply or indicates its inability or unwillingness to comply, then PSE may, upon ten (10) days' advance written notice to Consultant of PSE's intention to do so, correct (or cause to be corrected) the defect or noncompliance or otherwise achieve compliance by the most expeditious means available to it (by contract or otherwise) and charge to or otherwise recover (e.g., by offset against compensation payable under this Agreement) from Consultant the cost thereof.
- 11.3** PSE's right to make corrections and otherwise achieve compliance and recover from Consultant the cost thereof is in addition to all other rights and remedies available to PSE under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating PSE to make any correction of defective or noncomplying Services or to otherwise achieve compliance with this Agreement. Consultant's obligation to correct defective or noncomplying Services shall not in any way limit or qualify any other obligation of Consultant under this Agreement. Further, Consultant's obligations shall not be limited or qualified in any way because of any corrections or other obligations performed (or caused to be performed) by PSE or PSE's right to perform (or cause to be performed) the same.

**Section 12. Termination**

- 12.1** PSE may at any time, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not then performed, whether or not Consultant is then in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by PSE, immediately stop performance of the Services to the extent specified in such notice.

- 12.2** In the event of termination pursuant to paragraph 12.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination.
- 12.3** If PSE purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been a termination by PSE pursuant to paragraph 12.1 and the rights of the parties shall be determined accordingly.

### **Section 13. Miscellaneous**

- 13.1** Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified in Schedule A. Either party may change its address specified in Schedule A by giving the other party notice of such change in accordance with this paragraph.
- 13.2** Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of PSE. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without PSE's prior written consent shall be voidable at PSE's option. No such assignment, with or without PSE's prior written consent, shall relieve Consultant from its responsibility to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully

binding upon, inure to the benefit of and be enforceable by the successors, assigns and legal representatives of the respective parties to this Agreement.

- 13.3** PSE may engage an independent third party to conduct an information security audit of the Consultant Systems from time to time, the costs and expenses of which shall be borne by PSE. If any such audit reveals a material vulnerability in the Consultant Systems, PSE shall notify Consultant of such vulnerability and Consultant shall promptly correct each such vulnerability at its sole cost and expense. Consultant shall certify in writing to PSE that it has corrected all such vulnerabilities. If any audit performed under this subsection reveals a material vulnerability in the Consultant Systems, then Consultant shall bear (and if applicable, shall reimburse PSE for) all costs and expenses of such audit
- 13.4** The failure of PSE to insist upon or enforce strict performance by Consultant of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.
- 13.5** The obligations of Consultant under Sections 6, 7, 8, 11, 12 and 13, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.
- 13.6** The rights and remedies of PSE set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to PSE by any other provision of this Agreement, by any Support or by law.
- 13.7** This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provision of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.



- 13.8 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.
  
- 13.9 Consultant shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in King County and of the District Court of the United States, Western Division, State of Washington.
  
- 13.10 This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington.

**PSE/Accepted and Agreed:**  
**Puget Sound Energy, Inc.**

**Consultant/Accepted and Agreed:**  
 \_\_\_\_\_

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

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

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

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

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

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

Date Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Schedule A  
Agreement for Professional Services  
No. \_\_\_\_\_

**Section 1. Scope of Services**

**Section 2. Schedule for Performance**

This Agreement shall be effective as of the date set forth herein and shall remain in effect through \_\_\_\_\_ subject to the provisions of Section 12, Termination. All Services shall be performed to a schedule mutually agreed upon by Consultant and PSE's representative for each project or task assigned.

**Section 3. Compensation**

All Services shall be compensated on either a time and expense basis in accordance with the attached Schedule of Rates or on a fixed price basis in accordance with formal proposal presented to and accepted by PSE's project representative.

**Section 4. Address for Notices**

To PSE:


Puget Sound Energy, Inc.  
Purchasing Department  
P O Box 90868 (PSE-10N)  
Bellevue, WA 98009-0868  
Attn:

To Consultant:

Attn:

**Insurance requirements**

PSE requires insurance of all vendors doing business with our company. Only successful bidders will be asked to provide a Certificate of Insurance.

 <b>PUGET SOUND ENERGY</b>		<b>CERTIFICATE OF INSURANCE</b> <small>APPENDIX I</small>		<b>S-2</b>	<b>ISSUE DATE (MM/DD/YY)</b>																
<b>NAME AND ADDRESS OF AGENCY</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																			
<b>NAME AND ADDRESS OF INSURED</b>  <div style="font-size: 2em; font-weight: bold; text-align: center;">SAMPLE</div>		<b>COMPANIES AFFORDING COVERAGE</b>																			
		COMPANY LETTER <b>A</b>																			
		COMPANY LETTER <b>B</b>																			
		COMPANY LETTER <b>C</b>																			
		COMPANY LETTER <b>D</b>																			
<b>COVERAGES</b>																					
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.																					
CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	ALL LIMITS IN THOUSANDS (000)																
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <small>(Claims Made, See Reverse)</small> <input type="checkbox"/> SIR \$ _____ <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> EXPLOSION, COLLAPSE AND <input type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS-COMPLETED OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INCLUDING COMPLETED OPERATIONS <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> _____				<b>COMMERCIAL OCCURRENCE/CLAIMS MADE POLICY</b> EACH OCCURRENCE \$ <b>1,000</b> FIRE DAMAGE (ANY ONE FIRE) \$ <b>50</b> MEDICAL EXPENSE (ANY ONE PERSON) \$ <b>5</b> PERSONAL AND ADVERTISING INJURY \$ <b>1,000</b> GENERAL AGGREGATE AVAILABLE \$ <b>2,000</b> PROD-COMP/OPS AGG. AVAILABLE \$ <b>2,000</b>																
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> OTHER _____				<b>COMPREHENSIVE OCCURRENCE POLICY (IF APPLICABLE)</b> <table border="1"> <thead> <tr> <th></th> <th>EACH OCCURRENCE</th> <th>AGGREGATE</th> </tr> </thead> <tbody> <tr> <td>BODILY INJURY</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>PROPERTY DAMAGE</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>B.I. &amp; P.D. COMBINED</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>PERSONAL INJURY</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>			EACH OCCURRENCE	AGGREGATE	BODILY INJURY	\$	\$	PROPERTY DAMAGE	\$	\$	B.I. & P.D. COMBINED	\$	\$	PERSONAL INJURY	\$	\$
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	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> FOLLOWING FORM EXCESS <input type="checkbox"/> IF NOT, IDENTIFY DIFFERENCE ON REVERSE _____				<table border="1"> <thead> <tr> <th></th> <th>EACH OCCURRENCE</th> <th>AGGREGATE</th> </tr> </thead> <tbody> <tr> <td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td> <td>\$ <b>1,000</b></td> <td>\$ <b>1,000</b></td> </tr> </tbody> </table>			EACH OCCURRENCE	AGGREGATE	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ <b>1,000</b>	\$ <b>1,000</b>									
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BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ <b>1,000</b>	\$ <b>1,000</b>																			
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY (STOP GAP)				<table border="1"> <tbody> <tr> <td>STATUTORY</td> <td></td> <td></td> </tr> <tr> <td>\$ <b>1,000</b></td> <td>(EACH ACCIDENT)</td> <td></td> </tr> <tr> <td>\$ <b>1,000</b></td> <td>(DISEASE-POLICY LIMIT)</td> <td></td> </tr> <tr> <td>\$ <b>1,000</b></td> <td>(DISEASE-EACH EMPLOYEE)</td> <td></td> </tr> </tbody> </table>		STATUTORY			\$ <b>1,000</b>	(EACH ACCIDENT)		\$ <b>1,000</b>	(DISEASE-POLICY LIMIT)		\$ <b>1,000</b>	(DISEASE-EACH EMPLOYEE)				
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	OTHER _____																				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS: <b>PUGET SOUND ENERGY, INC. IS NAMED AS ADDITIONAL INSURED.</b> NOTE: SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS IF APPLICABLE.																					
<b>CERTIFICATE HOLDER</b> Puget Sound Energy, Inc. Attention: Purchasing PO Box 90868 Bellevue, WA 98009-0868			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____																		



**Complete for Claims-Made Policy**

Laser Endorsement (attach copies)

Retroactive Date \_\_\_\_\_

Retroactive date above reflects the inception of your 1<sup>st</sup> Claims-Made Policy

If not, advise:

Prior Policy Carrier \_\_\_\_\_

Policy # \_\_\_\_\_

Retroactive date advanced to \_\_\_\_\_

Extended Reporting Period Endorsement Date \_\_\_\_\_

Length of Extension Period \_\_\_\_\_

Amendments or Laser Endorsements (attach copies)