

Exhibit A



REQUEST FOR PROPOSALS (RFP)

INDEPENDENT EVALUATOR

FOR

PUGET SOUND ENERGY'S

2021 ALL-SOURCE AND DEMAND RESPONSE SOLICITATION

ISSUE DATE: NOVEMBER 24, 2020
PROPOSALS DUE: DECEMBER 23, 2020

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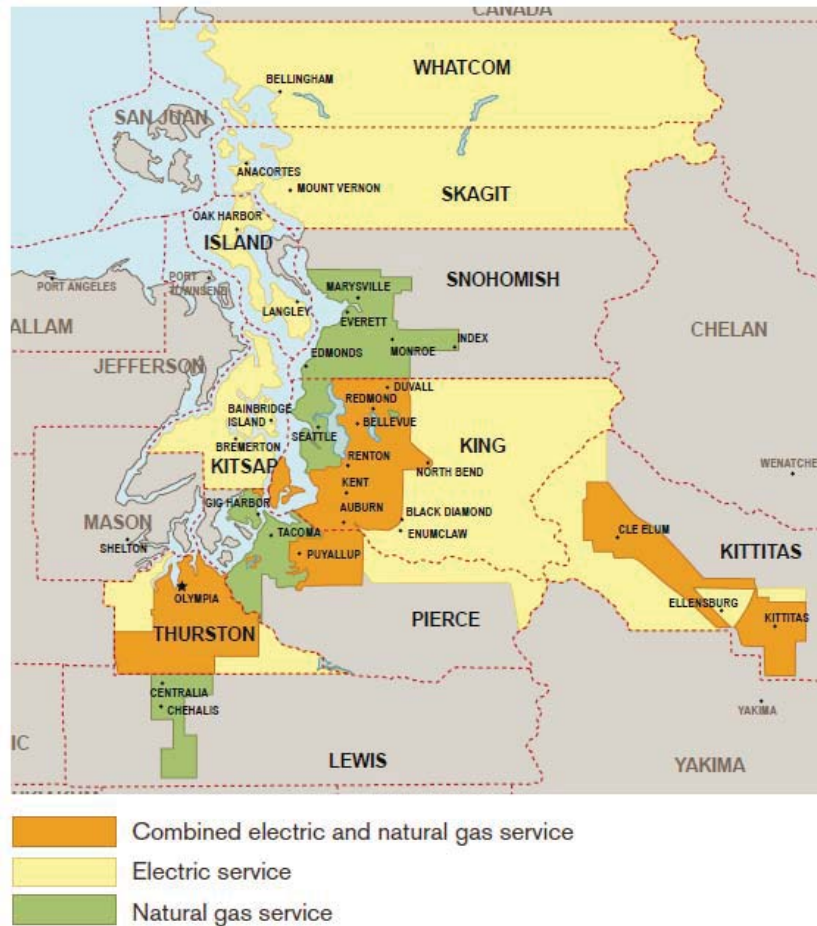
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1 INTRODUCTION AND BACKGROUND

1.1 About Puget Sound Energy

Puget Sound Energy (“PSE”) is Washington State’s oldest local energy company, providing electric and natural gas service to homes and businesses primarily in the vibrant Puget Sound area. Our service area covers more than 6,000 square miles, stretching from south Puget Sound to the Canadian border and from central Washington’s Kittitas Valley west to the Kitsap Peninsula. We serve more than 1.1 million electric customers and more than 840,000 natural gas customers in 10 counties.



For more information, visit www.PSE.com. All questions and any additional information needed regarding this RFP should be submitted via e-mail as follows:

Deanna Roshau
Sourcing Manager
425-424-7997
deanna.roshau@pse.com

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1.2 Independent Evaluator Background

PSE is issuing this Request for Proposals with the aim of engaging the services of an Independent Evaluator (“IE”) for the company’s planned 2021 All-Source and Demand Response Requests for Proposals (the “2021 RFPs”).

The Washington Utilities and Transportation Commission (“WUTC”) is currently engaged in Purchase of Electricity (“PoE”) rulemaking that, among other things, contemplates requiring utilities to engage the services of an Independent Evaluator to assess and report on the solicitation process if: a) the utility, its subsidiary, or affiliate participates in the utility’s RFP bidding process, which may result in the utility owning or having a purchase option in the resource over its expected useful life; b) the utility intends to retain the option to procure resources that will result in the utility owning or having a purchase option in the resource over its expected useful life; or c) the utility is considering repowering its existing resources to meet its resource need (WUTC Docket UE-190837). The IE is a third party, not affiliated with the utility, that provides an assessment as to the fairness and reasonableness of the utility’s request for proposal process, evaluation, selection criteria, and related analyses of all project bids and project proposals received in response to a request for proposal.

Due to the timing requirements for its 2021 RFPs, PSE is proceeding with the process of engaging an IE ahead of the final PoE Rules in order to carry out the 2021 RFPs in a timely manner and comply with the WUTC’s Order 04 dated October 15, 2020 requiring PSE to file the 2021 RFPs no later than April 1, 2021. The Scope of Work and timing may be modified to accommodate the final PoE rules.

The IE will contract with and be paid by PSE. PSE will also manage the contract terms with the IE. PSE’s selection of an IE may be subject to approval by the WUTC.

1.3 Independent Evaluator RFP Schedule

The following timetable is provided for planning purposes and may be modified by PSE as required.

Activity:	Target Date:
Stakeholder Comment	November 17-23, 2020
Issue IE RFP	November 24, 2020
Bidders Submit Intent to Bid Notification and Deadline for Questions	December 8, 2020
PSE Answers Bidder Questions	December 15, 2020
IE Bids Due	December 23, 2020, 3:00 pm Pacific Time
Bidder Interviews	January 11-13, 2021
PSE Selection Process ¹	January 15-28, 2021
PSE Notification to IE Bidders	February 1, 2021
Contract Execution	February 5, 2021
Start of Work	February 15, 2021

¹ The PoE Rules, if adopted and in effect, may require UTC approval of PSE’s recommended IE.

1.4 PSE's 2021 All-Source and Demand Response RFPs

The integrated resource planning (IRP) process, which evaluates and establishes PSE's capacity and renewable energy needs on a biennial basis, guides PSE's electric resource acquisition process. PSE anticipates that the 2021 RFPs will seek resources to meet both renewable and capacity needs. The Demand Response RFP will be issued in conjunction with and supplement the All-Source RFP to encourage offers from demand-side resources in addressing PSE's capacity needs. PSE will compare demand response options submitted to the 2021 RFPs in a combined analysis.

Based on the analyses of the 2021 IRP process to date (accessible at <http://www.pse.com/irp>), PSE projects that it must add approximately 8.225 GWh of renewable energy resources by 2030 (to meet the targets of the Clean Energy Transformation Act²) and fill a capacity need of approximately 545 MW in 2026. The resource need targets and corresponding glide path of the 2021 RFPs will be further informed and refined by the 2021 IRP, which is scheduled for draft release in early January of 2021 and final publication by April 1, 2021.

CETA introduced new statutory requirements for the IRP and separate planning requirements, including the clean energy action plan ("CEAP") and the clean energy implementation plan ("CEIP"). The CEAP identifies the resource plan PSE will pursue over the next 10 years to meet capacity and renewable energy needs, and it will be filed jointly with the IRP. The CEIP identifies the specific and interim targets consistent with the plan in the CEAP, and the actions the company will take over the next four years to achieve those targets. The new rulemakings associated with these legislative changes, including the PoE rulemaking mentioned above, may result in adoption of final rules by December 31, 2020.

PSE currently plans to file its draft 2021 RFPs by April 1, 2021. WAC 480-107-015 provides for a public comment period of forty-five days from the filing date of a draft RFP, after which the Commission has thirty days to approve (or suspend) the RFP. Thus, PSE expects to issue the final 2021 RFPs at the end of June 2021.

The following is a preliminary timeline for the 2021 RFPs, alongside planned milestones for the IRP, CEAP, CEIP, and this RFP. This timeline is indicative only, provided at this stage in order to aid in overall planning, and is subject to modification by PSE.

Draft IRP Published	Jan 4, 2021
IE Start of Work	February 15, 2021
Final IRP/CEAP Filed	April 1, 2021
Draft 2021 RFPs Issued	April 1, 2021 ³
End of Public Comment Period on Draft 2021 RFPs	May 17, 2021
WUTC Approval Review Period Closes; Decision Anticipated	June 16, 2021

² On May 7, 2019, Washington State passed the Clean Energy Transformation Act (CETA), which requires all utilities to supply Washington customers with electricity that is 100% renewable or non-emitting by 2045. CETA sets specific milestones to reach this target; utilities must eliminate coal-fired electricity from their portfolios by 2025 and must be carbon-neutral with 80% of annual retail load using electricity from renewable resources and non-emitting electric generation by 2030.

³ Draft All-Source RFP filing schedule of no later than April 1, 2021 consistent with WUTC Final Order approving 2020 All-Source RFP withdrawal motion in Docket UE-200414.

Final 2021 RFPs Issued	June 30, 2021
Bids Due	September 1, 2021
CEIP Filed	October 1, 2021
Phase 1 Evaluation; Candidate List Selection	November 2021 (est.)
Phase 2 Evaluation; Short List Selection	May 2022 (est.)

2 SCOPE OF WORK

2.1 Role and Expectations

The function of the IE is to consult with PSE, as needed, on the procurement activities in the 2021 RFPs as described below. The IE will:

- (a) ensure that PSE's 2021 RFP process is conducted fairly, transparently, and properly;
- (b) participate in the design of the 2021 RFPs;
- (c) evaluate the unique risks, burdens, and benefits of each bid;
- (d) provide to PSE the IE's minutes of meetings and the full text of written communications between the IE and PSE and any third-party related to the IE's execution of its duties;
- (e) verify that PSE's inputs and assumptions, including capacity factors and capital costs, are reasonable;
- (f) assess whether PSE's process of scoring the bids and selection of the initial and final shortlists is reasonable;
- (g) prepare a final report to the WUTC after reconciling rankings with PSE in accordance with WAC 480-107-035(3) that must:
 - i. include an evaluation of the competitive bidding process in selecting the lowest reasonable cost acquisition or action to satisfy the identified resource need, including the adequacy of communication with stakeholders and bidders; and
 - ii. explain ranking differences and why the IE and PSE were or were not able to reconcile the differences.

The IE will participate in meetings with the WUTC and PSE, on an as-needed basis, to discuss its findings. If called upon to testify, the IE may serve as an expert witness in proceedings.

The IE will be given reasonable access to information, meetings and communications related to offers submitted by all respondents. The IE will immediately report to PSE and the WUTC any perceived attempt by any individual or party to improperly influence any findings determined by the IE, or to challenge or interfere with their independent role in the solicitation process.

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The IE does not make resource decisions on behalf of PSE. The IE makes an assessment of the fairness and reasonableness of PSE's process and decisions, and may make recommendations to improve the evaluation and decision-making process, but does not have the authority to require PSE to follow any recommended course of action. The IE will not negotiate with any respondent on PSE's behalf.

2.2 Responsibilities and Tasks

In support of the functions discussed above, the IE responsibilities and tasks will include the following:

- Review and provide feedback and recommendations on PSE's draft 2021 RFPs, including stakeholder comments. Assess the 2021 RFPs' design, including review of the adequacy, accuracy and completeness of solicitation materials to ensure compliance with the WUTC's Purchase of Electricity Rules and consistency with accepted industry standards and practices. The IE will participate in the design of the RFP and provide feedback to PSE on the draft 2021 RFPs prior to their release.
- Advise on the consistency of solicitation activities with the WUTC's rules and procedures and PSE's WUTC-approved 2021 RFPs.
- Advise on the evaluation process, including recommending data requests, as needed, to supplement the information requested from bidders in the 2021 RFPs to allow for a full and fair evaluation of proposals.
- Assess whether the quantitative and qualitative bid evaluation criteria and methodologies are applied to all bids in a fair and non-discriminatory manner and whether PSE's process of scoring the bids and selection of the initial and final shortlists is reasonable. The IE will be provided reasonable access to the evaluation meetings and documentation of PSE's Business Initiatives and cross-functional teams, in order to credibly assess the bid evaluation and selection processes.
- Verify that PSE's inputs and assumptions, including capacity factors and capital costs, are reasonable. The IE will be provided with a description of how the evaluation models function, including the inputs and outputs of all models used during the evaluation process.
- Assess whether PSE's process of scoring the bids and selection of the initial and final shortlists is reasonable. The IE will score and rank qualifying bids based on PSE's modeling output and an independent qualitative assessment using the RFP's ranking criteria and methodology and consult with PSE to reconcile any ranking differences. If a bidder makes material changes to its bid after shortlist selection, PSE and the IE will rerank bids according to the revised bid.
- Monitor the evaluation processes and promptly submit recommendations to PSE's resource acquisition manager to ensure that no bidder has an information advantage and that all respondents or counterparties, if applicable, receive access to relevant communications in a non-discriminatory manner.

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2.3 Deliverables

- Prepare a final written report as to whether or not the utility's competitive bidding process, evaluation process and decisions were reasonable and appropriate and were applied in a transparent, fair and non-discriminatory manner for all offers received. The report will explain why the IE and PSE were (or were not) able to reconcile any ranking differences. The IE will protect confidential bidder information subject to the terms of the confidentiality agreement included in the IE RFP and consistent with the terms of the confidentiality agreement included in the 2021 RFPs.
- Provide to PSE the IE's minutes of meetings and the full text of written communications between the IE and the utility and any third-party related to the IE's execution of its duties;
- Participate as an independent witness or in an advisory capacity during administrative hearings, as required, before the WUTC in any associated proceedings.

2.4 Contract Term

The IE contract is anticipated to be for a term of four (4) years, with the option to renew on a month-to-month basis or terminate earlier, as the case may be, until the IE's participation in the 2021 RFPs is completed. Hourly pricing is expected to remain constant between the initial term and renewal terms.

3 MANDATORY MINIMUM QUALIFICATIONS

The IE function requires multiple competencies. The IE must be experienced and competent to perform all IE functions as per WAC 480-107-023, as needed. All personnel providing material support must be at a senior level in terms of qualifications and experience. The IE shall:

- (i) Possess technical expertise in terms of evaluating all aspects of capacity, energy, storage (including batteries), demand response and other electricity-related products
- (ii) Be familiar with transmission system planning, development and operation;
- (iii) Be familiar with the electricity markets and infrastructure of the Pacific Northwest and WECC region;
- (iv) Be familiar with relevant industry practices, various standard contracts and the Washington- specific regulatory framework;
- (v) Be able to quickly examine and evaluate offers for power purchase agreements, buyout options and turn-keys on a side-by-side basis.
- (vi) Possess up-to-date and comprehensive information security systems and arrangements such that all confidential documentation and information is secured and safeguarded.

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- (vii) Possess previous experience performing independent evaluator duties for at least one utility of a similar size as PSE.

The IE selected for the purposes of this RFP must be independent of and not affiliated with the utility and the potential bidders in the 2021 RFPs, as per the Declaration of Conflicts of Interest (Appendix C).

The IE Candidates shall disclose all business conducted with Puget Sound Energy or its affiliates, past and present.

4 BID EVALUATION AND SELECTION PROCESS

The PSE project team members will evaluate each proposal based upon how the proposal meets the objectives described in Section 2, Scope of Work. This evaluation will draw upon the materials submitted under Section 5, below, as well as interviews with selected IE Bidders as per Section 6.8. PSE's evaluation will take into consideration, but not be limited to, the criteria described in the overall categories described below.

CRITERIA	WEIGHT
Ability of the IE Candidate to perform the work	50%
Quality of expertise, breadth and depth of experience of the bidder and its individual staff member(s) assigned to the project to perform the proposed scope of work.	
Experience with clean energy portfolio integration	
Experience and knowledge of bilateral markets and the CAISO Energy Imbalance Market	
Experience reviewing RFPs for renewable energy and capacity resources, including experience with battery and other storage options. Preference for experience evaluating market bids in the WECC region and Pacific Northwest in particular.	
Experience reviewing demand side resources, including in comparative analysis with an RFP.	
Experience with utility applications of electric production cost modeling, in particular relating to renewable generating resources bids as part of an RFP. Familiarity with forecasting, analysis and market simulation software (including Aurora and Plexos).	
Experience with interconnection and transmission service processes, Open Access Transmission Tariff ("OATT"), Bonneville Power Administration ("BPA") transmission interconnection and transmission services processes, and familiarity with the transmission networks in the WECC region and Pacific Northwest in particular.	
Responses to IE Questionnaire (Appendix B)	
Costs and Contracting	50%
The total cost of the proposal, including the elements of the cost and the overall appropriateness of the cost in relation to the work as proposed.	

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Feedback and Confirmation Provided for Master Services Agreement (Appendix E)	
Conflicts of Interest Declaration and Disclosures, Certificate of Insurance and overall completeness of bid	
Bidder contribution to the equity goals of RCW 19.405.040(8). ⁴	

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

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

After conducting its evaluation, PSE will recommend one or more alternate bidders for approval by the WUTC, if necessary.

5 PROPOSAL REQUIREMENTS

5.1 Information to Return Prior to Bid

- Intent to Bid and questions via email message to Deanna Roshau, Sourcing Manager at deanna.roshau@pse.com.

5.2 Proposal Contents

Bidder's formal response shall include the sections set forth and described below. Bidders should adhere to this format to aid the project team to evaluate all information efficiently. Responses that deviate from the requested format will increase the time required to review and evaluate its contents and may disqualify Bidders.

A: QUALIFICATIONS

The Bidders shall provide all information necessary to demonstrate fully their qualifications as required under Section 3 above.

B: COMPANY OVERVIEW

The Bidders shall provide information on their company and business, including at minimum the following:

⁴RCW 19.405.040(8): In complying with this section, an electric utility must, consistent with the requirements of RCW 19.280.030 and 19.405.140, ensure that all customers are benefiting from the transition to clean energy: Through the equitable distribution of energy and non-energy benefits and reduction of burdens to vulnerable populations and highly impacted communities; long-term and short term public health and environmental benefits and reduction of costs and risks; and energy security and resiliency.

- (i) Summary of business, including location of headquarters and other offices, local staffing presence, years in business)
- (ii) List of previous and ongoing IE clientele and dates engaged.
- (iii) Ownership structure and any pending acquisitions or restructuring
- (iv) Pending litigation and any past lawsuits
- (v) Financial report (10K, 10Q or comparable information)

C: STAFF QUALIFICATIONS AND ORGANIZATION

Each proposal shall describe the qualification and expertise of staff proposed for this project. Bidders shall highlight relevant prior experience on similar projects. Proposals must indicate the bidder's staff organization, the responsibilities and hierarchy of staff to be assigned to the project, and the resumes of such staff. Assignments and responsibilities should be categorized and described by task.

D: REFERENCES

Each proposal requires at least two performance references for IE projects with other utilities of similar complexity and size. Each bidder shall submit work samples demonstrating their expertise and competence, including willingness and ability to work independent of utilities and to rigorously review, evaluate, and critique utility RFPs.

E: QUESTIONNAIRE

Each bidder shall submit responses to each of the questions and topics in Appendix B. Responses should be concise but complete.

F: COST PROPOSAL

Bidders must provide an estimate of the total project cost, broken down into the major cost categories and hours associated with each task. At a minimum, each proposal shall contain the following:

- (i) Total personnel costs, itemized and broken down by:
 - a. Category and seniority of personnel (i.e. project manager, etc.)
 - b. Names of personnel in each category to be used
 - c. Estimated hours
 - d. Rates per hour for each person, and
- (ii) Total and itemized cost of all materials and supplies, including computer software.
- (iii) Total and itemized transportation and related costs (Note: PSE assumes that Bidders will directly pass through reasonable travel costs and expenses at no mark up.)

G: PSE DOCUMENTS

Please review the documents noted here and included in the RFP packet as these will be the controlling documents of any resulting contractual agreement. Unless otherwise noted in the bid

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response, it is assumed that your firm accepts the terms and conditions outlined in these documents:

- (i) Bid Form (Appendix A –to be completed and signed with bid)
- (ii) IE Questionnaire (Appendix B – Bidder to provide responses)
- (iii) Declaration Regarding Conflict of Interest (Appendix C – to be signed and submitted with bid)
- (iv) Mutual Confidentiality Agreement (Appendix D – to be signed and submitted with bid)
- (v) Master Services Agreement (Appendix E – any redlines must be returned with bid or will not be considered)
- (vi) Draft Statement of Work (Appendix F)
- (vii) Certificate of Insurance (sample provided, selected Bidder to submit)

H: BIDDER DOCUMENTS

- (i) Any additional supporting documents that the Bidder wishes to attach.

6 INSTRUCTIONS TO BIDDERS

6.1 General

All bidders should carefully examine the contents of this RFP. Any ambiguities or inconsistencies shall be brought to the attention of the appropriate contact listed below. Failure to do so will constitute acceptance by the bidder of any subsequent interpretation or decision by PSE. Only written interpretations will be binding upon the project team. No interpretation of the meaning of this RFP will be made orally.

By execution of this form of proposal, the Bidder agrees to furnish all labor, materials, and equipment necessary to complete the project in compliance with the Scope of Work and other provisions and documents included in this RFP. All costs associated with participation in this RFP process are the sole responsibility of the respondent.

Due to the ongoing effects of the COVID-19 Pandemic, PSE anticipates that all communications with IE bidders and with the ultimate winning bidder during the course of its work will occur remotely. Bidders should be equipped and experienced with using common and prevailing telecommunications applications and platforms.

6.2 Questions

The release of the RFP begins a quiet period for Bidders participating in this project. Bidders should not call PSE employees with the intent of discussing the project or asking questions regarding the RFP.

However, we realize it is critical to provide Bidders a vehicle to ask questions so that quality responses can be prepared. Responses to all questions will be provided in writing to all Bidders without identifying which company posed the question. The last date for question submittal is found on the Project Timeline.

All questions should be submitted via e-mail as follows:

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Deanna Roshau, Sourcing Manager
deanna.roshau@pse.com
425-424-7997

6.3 Preparation of Proposals

All bids shall conform to the response format specified herein. The Bid Form shall be duly executed by the Bidder and any interlineations, alterations or modifications to the Bid Form or any documents shall be explained in writing and initialed by the Bidder. The completed Bid Form shall specify the full legal name and business address of the Bidder (and the Bidder's street address if it differs from its business address). Bids by a partnership or joint venture shall list the full legal names and addresses of all partners and joint venturers. Bids by a corporation shall specify the place of the corporation's incorporation. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. Satisfactory evidence of authority of any signatory to sign on behalf of the Bidder shall be furnished by the Bidder upon request of PSE.

6.4 Submission of Proposals

Proposals shall be submitted via e-mail to deanna.roshau@pse.com as an attached Microsoft Word or Adobe PDF document. Please note that our e-mail server will not accept e-mails over 10MB or containing .zip files. All proposals shall be received no later than **3 PM Pacific Time** on Wednesday, December 23, 2020.

6.5 Examination of Bid Documents

Each Bidder shall carefully examine the RFP documents and all addenda. If a Bidder (a) finds discrepancies, omissions, or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the RFP documents, or (c) has questions regarding the RFP documents, the Bidder shall promptly notify PSE thereof in writing at the appropriate email address specified above. Replies to such notices may be made in the form of addenda which will be issued simultaneously to all Bidders who have obtained the RFP documents from PSE.

Please be advised that Puget Sound Energy Inc. has certain and specific expectations of entities with which we do business. Please review these "Responsible Contractor Guidelines" as well as PSE's "Corporate Ethics and Compliance Code", both located on pse.com at the following links:

<http://pse.com/aboutpse/VendorsSuppliers/Pages/Supplier-Contractor-Guidelines.aspx>

<http://www.pugetenergy.com/pages/codeethics.html>

6.6 Substitutions

To obtain approval of substitutions, Bidders shall submit a written request thereof so as to be received by PSE no later than five (5) calendar days prior to the date above for the submission of responses. Each request shall set forth a complete description of the substitution for which approval is sought, together with all data and other information necessary to demonstrate comparability of the substitution.

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Any approval by PSE of any substitution proposed by Bidders will be made in the form of addenda which will be issued simultaneously to all Bidders who have obtained the RFP documents from PSE.

PSE reserves the right to withhold its approval of any or all substitutions proposed by Bidders and to deny any or all requests for such approvals.

6.7 Modifications or Withdrawals of Responses

A Bidder may modify or withdraw its response by written (including electronic) request, provided that the request is received by PSE at the address and prior to the time specified above for the submission of responses. Following withdrawal of its response, a Bidder may submit a new response, provided that such new response is received by PSE at the address and prior to the time specified above.

PSE may modify any provision of the RFP documents at any time prior to the time specified above for the submission of responses. Such modifications will be made in the form of addenda that will be issued simultaneously to all persons who have obtained the RFP documents from PSE.

6.8 Award or Rejections of Bids

Bids will be opened privately and PSE reserves the right to keep any and all responses confidential. Bidders should be aware that PSE may be required to share bid information with the Washington State Utilities and Transportation Commission, subject to the terms and conditions of the Mutual Confidentiality Agreement (Appendix D).

Interviews with selected Bidders via video conferencing may be scheduled on the dates indicated in the RFP Schedule in 1.3 above, to review and discuss the Project.

All responses are subject to further negotiation. The contract, if awarded, will be awarded on the basis and after consideration of the requirements, evaluation criteria and proposal contents in sections 3, 4, and 5 above, and any other factors deemed pertinent by PSE.

PSE reserves the right to reject any or all responses or to waive any informality in the responses or bidding.

6.9 Contract Execution

Prior to execution of the contract, the Bidder to whom the contract is awarded shall deliver to PSE the signed Declaration Regarding Conflict of Interest, Mutual Confidentiality Agreement, certificate(s) of insurance and any other documents specified in the RFP.

If requested by PSE, the successful Bidder shall assist and cooperate with PSE in preparing the formal contract. Within five (5) days after presentation of the formal contract, the successful Bidder shall duly execute the same and return it for execution by PSE. No binding contract will exist between the successful Bidder and PSE until they have each executed a written formal contract. PSE reserves the right to withdraw this RFP at any time before a written formal contract has been executed.

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All RFP documents shall remain the property of PSE. If requested by PSE, the unsuccessful Bidders shall return all RFP documents to PSE at the address specified above, without mutilation, marks or annotation.

APPENDIX A: BID FORM

To: Puget Sound Energy, Inc.
Contract Services
19900 N. Creek Parkway, Building G
Bothell, WA 98001
Attn.: Deanna Roshau

Project: Independent Evaluator (IE) Services for PSE's 2021 All-Source and Demand Response RFPs

In response to your Invitation to Bid for the above-referenced Project, the undersigned offers to provide all services required to complete the Scope of Work in the RFP document and other addenda thereto, as proposed in its bid.

The undersigned certifies that it has examined and is fully familiar with all provisions of the RFP document and other addenda thereto and satisfied itself as to the nature, character, quality, and quantity of the services required and as to the conditions and other matters that may be encountered or that may affect performance of the services or the cost or difficulty thereof.

If selected by PSE, the undersigned agrees to duly execute and deliver to PSE, within five (5) days after presentation, the Master Services Agreement (MSA), together with all certificates of insurance and other documents required by the MSA and other addenda thereto. No binding contract will exist between the undersigned and PSE until they have each executed a written formal contract. PSE reserves the right to withdraw this RFP at any time before a written formal contract has been executed.

The undersigned acknowledges receipt, understanding and full consideration of Addenda Nos. __.

Legal Name of Bidder: _____
Business Address: _____
Phone: _____ Fax: _____

This bid constitutes a firm offer to PSE which cannot be withdrawn until a formal contract for the Work is fully executed by PSE and a bidder or the later of (a) the expiration of thirty [30] calendar days after the submission of this bid and (b) the undersigned withdraws this bid by written notice thereof to PSE.

The undersigned certifies that:

- The proposal is genuine; not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; and is submitted in conformity with any anticompetitive agreement or rules.
- The bidder has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal.
- The bidder has not solicited or induced any other person, firm, or corporation to refrain from proposing.
- The bidder has not sought to obtain for itself any advantage over any other respondent by collusion.

Signature of Corporation:

Corporate Name: _____

Date Signed: _____ By: _____

State of Incorporation: _____ Title: _____

APPENDIX B. Independent Evaluator Questionnaire

Independent Evaluator Questionnaire

1. Please provide your assessment of the work to be performed, your ability and approach, and the resources necessary to fulfill the requirements of this RFP. This should demonstrate the bidder's understanding of the IE's performance expectations. Clearly indicate any options or alternatives proposed.
2. Please briefly describe your experience assessing qualitative (non-price) factors in resource selection, in particular projects in development stage.
3. Please briefly describe your qualifications and experience related to ensuring clarity of definition for price and non-price factors and resources sought, and ensuring that all bidders effectively respond to a resource solicitation. Provide your views on what should be considered for a scoring rubric.
4. Please briefly describe your experience and proposed approach to the evaluation of equity considerations. Washington's Clean Energy Transformation Act requires that utilities "ensure that all customers are benefiting from the transition to clean energy, through the equitable distribution of energy and non-energy benefits and reduction of burdens to vulnerable populations and highly impacted communities; long-term and short-term public health and environmental benefits and reduction of costs and risks; and energy security and resiliency" (RCW 19.405.040(8)).
5. Please briefly describe your professional experience in interacting with Washington State Transportation and Utilities Commission (WUTC), the Federal Energy Regulatory Commission (FERC) and the context of your interactions. Include a description of your experience testifying in the capacity of an expert witness before state and federal regulatory agencies. Please cite document references to applicable proceedings.
6. Please briefly describe your experience with utility applications of electric production cost modeling and familiarity with forecasting, analysis and market simulation software tools.
7. Please briefly describe how you would determine whether or not an RFP process is transparent and fair, in particular with respect to evaluating utility ownership options vs power purchase agreements.

EXHIBIT C. Declaration Regarding Conflict of Interest

Declaration Regarding Conflict of Interest

I, [NAME], declare:

1. I am [POSITION] at [FIRM NAME]. As such, I make this Declaration on behalf of myself, [NAME], in my capacity as [POSITION] of [FIRM NAME], the contracting entity with Puget Sound Energy, Inc. ("PSE") in this matter.
2. [FIRM NAME] has submitted a proposal (the "Proposal") to PSE to act as Independent Evaluator in PSE's resource solicitations. [FIRM NAME] agrees that as a condition of entering into a Master Service Agreement with PSE under which [FIRM NAME] would act as Independent Evaluator in future solicitations, it, through its duly authorized representative, will be required to sign this Declaration. [FIRM NAME] also agrees that each of its agents, employees and subcontractors who will or might perform substantive work for PSE will also sign a duplicate original Declaration in his or her individual capacity.
3. I, my family, my employees, and my business interests do not have a financial interest in any of the potential bidders (or any Puget Holdings LLC affiliate, regardless of whether or not such affiliate is a potential bidder) in future solicitations or in the outcome of future solicitation processes, other than as disclosed and appended hereto (Conflict of Interest Disclosure).
4. Further, I covenant that I will, upon PSE's request, demonstrate that I, my family, my employees, and my business interests do not have, to the best of my knowledge, a financial interest in any of the potential bidders (or any Puget Holdings LLC affiliate, regardless of whether or not such affiliate is a potential bidder) in any future solicitations, bilateral negotiations or contract amendments.
5. If at any time I become aware of any financial interest (as described in paragraph 5) in any of the potential bidders (or any Puget Holdings LLC affiliate, regardless of whether or not such affiliate is a potential bidder) in a future solicitation or in the outcome of a solicitation process or in any of the potential bidders (or any Puget Holdings LLC affiliate, regardless of whether or not such affiliate is a potential bidder) or counterparty or in the outcome of the process of such future activities, I shall promptly notify PSE of such financial interest and PSE may (but is not required to) exercise any or all of the rights and remedies under any Master Service Agreement entered between PSE and [FIRM] as discussed in paragraph 4 above, including without limitation of the Terms and Conditions that would be attached to such Master Service Agreement.
6. I understand that in the event that [FIRM NAME] and PSE enter into a Master Service Agreement as discussed in Paragraph 4, this declaration will be in addition to, and will not supersede or replace, any part of the Master Service Agreement, including without limitation, the Terms and Conditions that would be attached to the Master Service Agreement.
7. I understand that for the duration of the Master Service Agreement I shall be required to disclose the potential of a conflict should one arise.

Independent Evaluator for 2021 All Source and Demand Response RFPs

EXHIBIT C. Declaration Regarding Conflict of Interest

8. I understand that for the duration of the Master Service Agreement I may be required to resign this Declaration when requested by PG&E.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct and that this Declaration was executed in _____ on _____, 20__.

Name: _____

Title:

EXHIBIT C. Declaration Regarding Conflict of Interest

Conflict of Interest Disclosure

The existence of a conflict of interest shall not necessarily disqualify a Bidder, but may trigger additional inquiry as to conflict of interest.

- i) Please state and describe any contractual relationship with, or financial interest in, a market participant (including Puget Holdings LLC affiliates, but excluding Independent Evaluator work performed for other utilities) in the Washington energy markets that your firm or the business entity that would be the contracting party for the Independent Evaluator engagement, or any of its affiliates or subsidiaries or directly related companies, currently has or had in the five years prior to the issuance of this RFP.

- ii) Does any member of your proposed project team have an existing contractual relationship with, or financial interest in, a market participant (including Puget Holdings LLC affiliates, but excluding Independent Evaluator work performed for other utilities) in the Washington energy markets?

- iii) Are there any other business or personal relationships that you, a family member, your employees or your company has that could possibly influence your judgment or create an appearance of impropriety in executing the duties of the Independent Evaluator?

- iv) Do you, any member of your proposed project team, the business entity that would be contracting party for the Independent Evaluator engagement, or any of its affiliates or subsidiaries or directly related companies, own or operate power facilities or otherwise participate in any manner in the Washington energy market?

*Independent Evaluator for
2021 All Source and Demand Response RFPs:*

Appendix D. Mutual Confidentiality Agreement

APPENDIX D. MUTUAL CONFIDENTIALITY AGREEMENT

Mutual Confidentiality Agreement

This Agreement, dated as of _____, 20____, is entered into between Puget Sound Energy, Inc. ("PSE") and _____ ("_____"). PSE and _____ are sometimes referred to in this Agreement as "Party," and collectively as "Parties."

1. The Parties intend to enter into discussions regarding one or more potential agreements between the Parties for _____ to provide Independent Evaluator services to PSE for its 2021 All-Resource and Demand Response RFPs. In the course of these discussions, each Party may disclose Confidential Information to the other. For the purposes of this Agreement, "Confidential Information" means any information or data disclosed in connection with such discussions in any form or media whatsoever by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") which (a) if in tangible form, or other media that can be converted to readable form, is clearly and conspicuously marked as proprietary, confidential or private on each page thereof when disclosed; or (b) if oral or visual, is identified in writing as proprietary, confidential or private at the same time it is disclosed. "Confidential Information" includes all originals, copies, notes, correspondence, conversations and other manifestations, derivations and analysis of the foregoing.

2. Confidential Information shall not include information that (a) is or becomes generally available to the public other than by reason of the Receiving Party's breach of this Agreement; (b) the Receiving Party can reasonably demonstrate (i) was known by the Receiving Party, prior to its disclosure by the Disclosing Party, without any obligation to hold it in confidence, (ii) is received from a third party free to disclose such information without restriction, (iii) is independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; (c) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization; or (d) is related to the transmission of power, including but not limited to, any information which must be disclosed to the transmission function of a Party as part of any transmission request or information exchange that is required to be made public pursuant to Federal Energy Regulatory Commission or other governmental rules and regulations. Notwithstanding anything to the contrary set forth in this Agreement, the Receiving Party shall not be obligated to keep confidential any Confidential Information that (A) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure or (B) is required to be disclosed in response to a valid order or request of a court or other governmental authority having jurisdiction or in pursuance of any procedures for discovery or information gathering in any proceeding before any such court or governmental authority, but only to the extent of and for the purposes of such order, provided that the Receiving Party, who is subject to such order or discovery, gives the Disclosing Party reasonable advance notice (e.g., so as to afford the Disclosing Party an opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure). The Receiving Party, who is subject to such order or discovery, shall, at the Disclosing Party's expense, use reasonable efforts to assist the Disclosing Party's efforts to obtain a protective order or other

APPENDIX D. MUTUAL CONFIDENTIALITY AGREEMENT

appropriate relief; provided, that the Disclosing Party acknowledges and agrees that the Receiving Party shall have no obligation or responsibility to appear before, or to make any showing to, any court or any other governmental authority in connection with protecting any Confidential Information from disclosure by such court or governmental authority, and such responsibility shall be solely that of the Disclosing Party.

3. The Parties acknowledge that PSE is a public utility regulated by the Washington Utilities and Transportation Commission (“Commission”) and that its decisions regarding one or more potential agreements between the Parties involving Independent Evaluator services, together with related Confidential Information, may be subject to review by the Commission. Notwithstanding the provisions of Section 2, in the event that such PSE decisions are at issue in a proceeding before the Commission, PSE will seek, at its own expense, a protective order from the Commission with “highly confidential provisions” to protect against the disclosure of Confidential Information to competitors and the public. Disclosure of Confidential Information by either of the Parties to the Commission, its staff, counsel for the Commission or Public Counsel in the Attorney General's Office, or their internal advisors, in connection with any such proceeding will not violate this Agreement.

4. Each party acknowledges and agrees that it has no proprietary or exclusive right to any tax matter, tax idea, tax structure or tax treatment related to any potential transaction or transaction between the Parties and that no such tax matter, tax idea, tax structure or tax treatment shall be deemed to be the Confidential Information of either Party.

5. The Receiving Party shall, subject to the other provisions of this Agreement, (a) use the Confidential Information only for purposes of evaluating one or more potential agreements between the Parties involving Independent Evaluator services; (b) restrict disclosure of the Confidential Information only to employees, advisors, contractors, agents, representatives and active or potential investors or lenders of the Receiving Party and affiliates (“Representatives”) with a “need to know”; (c) advise such Representatives of the confidential nature of the Confidential Information and their obligation to keep such information confidential; and (d) copy the Confidential Information only as necessary for those Representatives who are entitled to receive it, and ensure that all confidential notices are reproduced in full on such copies. A “need to know” means that the Representatives require the Confidential Information to perform their responsibilities in evaluating or pursuing one or more potential agreements between the Parties involving Independent Evaluator Services.

6. Confidential Information shall be deemed to be the property of the Disclosing Party. This Agreement shall not be interpreted or construed as granting any license or other right under or with respect to any patent, copyright, trademark, trade secret or other proprietary right. The Receiving Party shall, within 30 days of a written request therefor by the Disclosing Party, either return all of the Disclosing Party’s Confidential Information (or any designated portion thereof) to the Disclosing Party or destroy all such Confidential Information (or any designated portion

APPENDIX D. MUTUAL CONFIDENTIALITY AGREEMENT

thereof) and provide an officer's certificate as to the destruction of such Confidential Information.

7. Neither this Agreement nor any discussions or disclosure hereunder shall (a) be deemed a commitment to any business relationship or contract for future dealing with another Party or (b) prevent either Party from conducting similar discussions with any third party, so long as such discussions do not result in the use or disclosure by the Receiving Party of Confidential Information protected by this Agreement. If the Parties elect to proceed with any agreement, then all agreements, representations, warranties, covenants and conditions with respect thereto shall be only as set forth in a separate written agreement to be negotiated and executed by the Parties.

8. Each of the Parties acknowledges that the Confidential Information received from another Party constitutes valuable confidential, commercial, business and proprietary information of the Disclosing Party and serious commercial disadvantage or irreparable harm may result for the Disclosing Party if the Receiving Party breaches its nondisclosure obligations under this Agreement. In such event or the threat of such event, the Disclosing Party shall be entitled to injunctive relief, specific performance and other equitable relief without proof of monetary damages. In any action to enforce this Agreement or on account of any breach of this Agreement, the prevailing Party shall be entitled to recover, in addition to all other relief, its reasonable attorneys' fees and court costs associated with such action.

9. This Agreement may not be assigned by either Party without the prior written consent of the other Party. No permitted assignment shall relieve the Receiving Party of its obligations hereunder with respect to Confidential Information disclosed to it prior to such assignment. Any assignment in violation of this Paragraph 9 shall be void. This Agreement shall be binding upon the Parties' respective successors and assigns.

10. This Agreement shall be deemed to be effective as of the date first above written, and shall continue thereafter for a period of seven (7) years or, if later, upon the conclusion of PSE's next general electric rate case.

11. No Party shall be liable to another Party for any consequential, indirect, incidental, special, exemplary or punitive damages arising out of or related to this Agreement.

12. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state of Washington, without regard to such state's choice of law principles to the contrary. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of any state or federal court located in King County, Washington, with regard to any legal or equitable action or proceeding related to this Agreement.

13. This Agreement represents the entire understanding between the Parties with respect to the confidentiality, use, control and proprietary nature of any information disclosed by the Disclosing Party to the Receiving Party and the subject matter hereof and supersedes all prior

APPENDIX D. MUTUAL CONFIDENTIALITY AGREEMENT

communications, agreements and understandings relating thereto. The provisions of this Agreement shall not be modified, amended or waived, except by a written instrument duly executed by both of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____, 20____.

PUGET SOUND ENERGY, INC.

By _____

Its _____

[OTHER PARTY]

By _____

Its _____



MASTER SERVICES AGREEMENT
No. _____

This Master Services Agreement (“MSA”), dated as of _____ (“Effective Date”), is by and between **Puget Sound Energy, Inc.**, a Washington corporation (“PSE”) and _____, a _____ (“Supplier”). PSE and Supplier are referred to individually as a “Party” and collectively as the “Parties”. Unless earlier terminated pursuant to Section 11, this MSA will continue through _____ (“Term”).

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 1. SERVICES

- 1.1 Supplier will perform for PSE those services (“Services”) set forth in any one or more statements of work entered into by the Parties under this MSA (each, an “SOW”). Unless otherwise agreed upon by the Parties, each SOW will be in substantially the form attached as Exhibit A. Any such SOW may include the following: (a) detailed description of Services, which may include Deliverables; (b) a schedule for the performance of the Services (and delivery of the Deliverables); (c) compensation details; (d) identity of key personnel who will work on the SOW; and (e) items to be provided by PSE.
- 1.2 “Deliverables” means any and all inventions, processes, methods, concepts, documents, drawings, specifications, calculations, maps, sketches, notes, reports, data, estimates, models, samples, designs, recommendations, results, methods, photographs, computer programs, software code, prototypes, data, and other tangible or intangible items to be delivered by Supplier to PSE in connection with the Services.
- 1.3 “Agreement” means this MSA and all SOWs entered into hereunder and any Information Security Requirements Addendum that may be entered into between the Parties under this MSA (“Security Addendum”).
- 1.4 Except as otherwise set forth in an SOW or otherwise provided by PSE in writing, Supplier will provide all facilities, equipment, supplies or other items required to perform the Services and prepare and develop the Deliverables.

SECTION 2. COMPENSATION

- 2.1 Subject to the terms and conditions of the Agreement, PSE will pay Supplier the compensation described in the applicable SOW as full compensation for the satisfactory performance of the Services and delivery of the Deliverables.

- 2.2** Supplier will submit invoices to PSE as specified below, as applicable, via the submission method specified in the applicable SOW. Each invoice must reference the SOW number. Supplier will provide any supporting documents as reasonably requested by PSE.
- a. Any amounts payable for time and material Services rendered during a calendar month must be submitted within thirty (30) days after the end of such calendar month. Each invoice must set forth a detailed description of the Services performed in such period and the dates and number of hours spent by Supplier's personnel in performing such Services.
 - b. Deliverable-based invoices must be submitted within thirty (30) days after PSE's Acceptance (as defined in Section 3.7) of the applicable Deliverable, and must include a detailed description of the accepted Deliverable.
 - c. All invoices must include an itemization of reimbursable expenses incurred in connection with the Services performed or Deliverable(s) delivered, as pre-approved by PSE in writing.

PSE reserves the right to reject any invoice submitted more than ninety (90) days after completion of the applicable Services, Acceptance of the applicable Deliverable, or incurrence of the otherwise reimbursable expense.

- 2.3** Any sales, service, use, consumption or other similar taxes imposed upon the Services must be separately itemized and added to each invoice unless PSE provides Supplier with appropriate evidence of a tax exemption claimed for the relevant jurisdiction(s). In no event will PSE be obligated to pay or reimburse Supplier for any taxes based on Supplier's net income, gross receipts or property, or for withholding and payroll taxes with respect to any wages or other compensation payable to Supplier's personnel.
- 2.4** PSE will pay each of Supplier's invoices, submitted in accordance with this Section 2, within sixty (60) days after PSE's receipt and verification thereof; provided, however, that if PSE elects to pay Supplier's invoices within ten (10) days after PSE's receipt thereof, Supplier agrees that a 2% discount from the invoice pricing will apply. If PSE disputes any portion of an invoice it may withhold payment in respect of such disputed amount, provided it pays the undisputed portion of the invoice within 60 days. PSE will be entitled to set-off any amount due and payable by it from and against amounts held to the credit of Supplier on any account, whether under the Agreement or otherwise. This is without prejudice to any other rights or remedies available to PSE under the Agreement or otherwise.
- 2.5** No payment by PSE will constitute acceptance of, or a waiver of PSE's rights with respect to, any Services or any Deliverable not performed or delivered in accordance with the terms of the Agreement.

SECTION 3. PERFORMANCE BY SUPPLIER

- 3.1** Supplier will not subcontract, or use any third-party vendor for, any Services except for those third-party vendors set forth in the applicable SOW (the "Subcontractors"). Any failure to abide by the preceding sentence will constitute a material default of the

Agreement and will immediately entitle PSE to terminate this MSA, any underlying SOW, or both. At PSE's request, Supplier will provide to PSE documentation related to a proposed subcontractor's qualifications to perform the Services. If Supplier subcontracts Services, Supplier will be responsible for Subcontractor's compliance with the Agreement and performance hereunder. PSE may require Supplier to remove or replace any Subcontractor whose performance is deemed unacceptable by PSE in its sole discretion.

- 3.2** The Parties acknowledge and agree that Supplier will at all times be an independent contractor. The Agreement will not create the relationship of employer and employee, a partnership, joint venture, or other relationship between PSE and Supplier. Supplier will have no authority to bind, obligate, or commit PSE by any promise or representation without the prior written consent of PSE.
- 3.3** Supplier will perform the Services and deliver the Deliverables, if any, as specified in the applicable SOW. In performance of the Services, including, where applicable, development of the Deliverables, Supplier will: (a) conform to the highest commercial standards accepted in the Supplier's industry; (b) maintain complete and accurate records relating to the provision of the Services, including, if applicable, records of the time spent and materials used by Supplier or its Subcontractors in providing the Services ("Books and Records"). Supplier represents and warrants that: (y) PSE will receive good and marketable title to all Deliverables, free and clear of all encumbrances and liens of any kind; and (z) to Supplier's knowledge, none of the Services, Deliverables, and PSE's use thereof, infringe, or will infringe, any Intellectual Property Rights (as defined in Section 6.1) of any third party. Supplier will conduct (and will cause all Subcontractors to conduct) general employer screening background checks on all personnel engaged to perform under the Agreement, and will, if requested by PSE, certify compliance.
- 3.4** Supplier will fully cooperate with PSE and coordinate its performance of the Services with related work to be performed by PSE or third parties. If any Services depend upon the results of work to be performed by PSE or others, Supplier will, 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.
- 3.5** Supplier will not hire any employee of PSE to perform any of the Services. Supplier will employ persons to perform the Services who are fully experienced and properly qualified, and do not have disqualifying factors resulting from a background check as referenced in Section 3.3 of this MSA. In certain circumstances Supplier may be required to, and will agree to, assign performance of the Services to certain key personnel specifically listed in an SOW. In such event, Supplier will not (for so long as these individuals remain in Supplier's employ) reassign or remove any such individual from working under the SOW without PSE's prior written consent. If any such individual leaves Supplier's employ or, with PSE's approval, is reassigned or removed by Supplier, Supplier will replace such individual with personnel approved by PSE in writing.
- 3.6** Supplier will promptly pay all Subcontractors and promptly secure the discharge of any liens asserted by Subcontractors. Supplier will furnish to PSE such releases of claims

and other documents as may be requested by PSE to evidence such payment and discharge.

- 3.7** Acceptance of each of the Deliverables (“Acceptance”) will be determined in accordance with the Acceptance procedures set forth in the applicable SOW. If no Acceptance procedure is set forth in the SOW, then Acceptance will be deemed to have occurred fourteen (14) calendar days after receipt of a Deliverable, unless PSE has notified Supplier of nonconformance with the specifications or other requirements of the SOW. In order for “Acceptance” to have occurred, Supplier must provide PSE an acceptance form in substantially the form provided by PSE, clearly identifying the Deliverable(s) by name, the date of delivery (which must be no earlier than the date the form is delivered to PSE), and including a space for comments by PSE and PSE’s acceptance signature.

SECTION 4. COMPLIANCE WITH LAWS

- 4.1** Supplier will comply, and will cause all Subcontractors to comply, with all applicable laws, ordinances, rules, regulations, orders, licenses, permits (“Laws”) and other requirements, now or hereafter in effect, of any governmental authority that are applicable to Supplier or the performance of the Services (including such requirements as may be imposed upon PSE and applicable to the Services). Supplier will furnish such documents as may be required to effect or evidence such compliance by Supplier or any applicable Subcontractor.
- 4.2** Supplier will at all times during the Term comply with the terms of PSE’s Responsible Supplier and Contractor Guidelines (“Contractor Guidelines”), which is available at <https://www.pse.com/pages/contractors-and-suppliers/responsible-supplier-and-contractor-guidelines> as well as other supplier policy, guideline or other documentation PSE institutes from time to time, each of which is incorporated herein and made a part of the Agreement as if fully set forth herein.
- 4.3** Supplier will not, and will ensure that its Subcontractors will not, directly or indirectly, offer, promise, authorize or give anything of value to a government official, a political party, a candidate for political office or any other person connected to a government in any way, or authorize the giving of anything of value to a government official, a candidate for political office, or any other person connected to a government in any way, for the purposes of: (a) influencing an act or decision of that government official (including a decision not to act) in connection with PSE's business or in connection with Supplier's business with PSE; or (b) inducing such a person to use his or her influence to affect any government act or decision in connection with PSE's business or in connection with Supplier's business with PSE. Supplier further warrants that neither it nor any of its Subcontractors have offered or given, or will offer or give, any gifts or gratuities to PSE employees, agents, or representatives for the purpose of securing the Agreement or securing favorable treatment under the Agreement. In addition, Supplier will notify PSE immediately if any of its employees, officers, or principals are officials or representatives of any government or are candidates for such government positions. Any breach of this provision by Supplier or any Subcontractor will constitute a material breach of the Agreement and will immediately entitle PSE to terminate this MSA, any underlying SOW, or both.

- 4.4 Except as may be restricted by Law or PSE's security policies, PSE will grant Supplier access to PSE's premises or IT systems as necessary to perform the Services. Supplier agrees and acknowledges that certain portions of PSE's premises may have restricted access and require prior authorization or a PSE designated escort to allow Supplier access. If notified by PSE that access is restricted, Supplier will comply, and will cause its Subcontractors to comply, with any required background checks in addition to those required pursuant to Section 3.3, and drug and alcohol testing of employees. Any such additional screening required under this Section 4.4 will be conducted at PSE's expense. Supplier understands that no work can begin under the Agreement until these requirements have been met.
- 4.5 PSE has entered into the Agreement with Supplier based upon PSE's reasonable belief that Supplier adheres to the strictest of ethical standards. In connection therewith, Supplier has reviewed PSE's Corporate Ethics and Compliance Code at <http://www.pse.com/aboutpse/Corporatelnfo/Pages/Our-Ethics.aspx>.

SECTION 5. INSPECTION; EXAMINATION OF RECORDS

- 5.1 Supplier's performance in connection with any Deliverables to be provided under any SOW will at all times be subject to review by PSE, including a review of all Books and Records related to such Deliverables. The making of (or failure or delay in making) any inspection will not relieve Supplier of responsibility for performance of the Services, including delivery of Deliverables, notwithstanding PSE's knowledge of defective or noncomplying Deliverables or Services. Supplier will provide PSE sufficient, safe, and proper facilities and equipment for such inspection, and free access to such facilities.
- 5.2 During the Term and for a period of three (3) years thereafter, Supplier, upon PSE's request, will allow PSE or its representative to inspect and copy Supplier's Books and Records and interview Supplier's representatives in connection with the performance provision of the Services. PSE will provide Supplier with at least three (3) business days' advance written notice of the planned inspection. Any such inspection will take place during regular business hours and no more than once annually, except if irregularities are discovered in which case PSE may audit more frequently.

SECTION 6. INTELLECTUAL RIGHTS AND CONFIDENTIAL INFORMATION

- 6.1 PSE will be the sole owner of all right, title, and interest in and to all Deliverables and all other items authored, collected, conceived, reduced to practice, invented, created, developed, discovered, made, or produced by Supplier in connection with the Services ("Work Product"), together with any and all patent, copyright, trade secret, trademark, and other intellectual property rights in any Work Product ("Intellectual Property Rights"). To the extent applicable, PSE will be deemed to be the "author" of all Work Product and all such Work Product will constitute "works made for hire" under the U.S. Copyright Act (17 U.S.C. §§101 et seq.) and any other applicable copyright law. Supplier hereby waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product.

Without limiting the ownership of “works-made-for-hire” stated above, Supplier upon receipt of payment for such Deliverables, assigns and transfers to PSE, without separate compensation, all right, title, and interest (including all Intellectual Property Rights) that Supplier may have or acquire in the Deliverables. Supplier will take such action (including the execution, acknowledgment, and delivery of documents) as may be requested by PSE to effect, perfect, or evidence PSE’s ownership of the Deliverables and Intellectual Property Rights. Without limiting the foregoing, Supplier will obtain, at its expense, such assignments to PSE from Supplier’s employees, agents, and Subcontractors as necessary to effectuate PSE’s ownership rights in and to the Deliverables and Intellectual Property Rights.

- 6.2** If Supplier or any Subcontractor uses, provides, or incorporates into any Deliverables any pre-existing items or other tangible or intangible materials of any nature that are not covered by Section 6.1, then PSE is hereby granted a worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up, sub-licensable right to: (a) make, use, copy, modify, and create derivative works of such items; and (b) publicly perform or display, import, broadcast, transmit, distribute, license, or lend copies of such items (and derivative works thereof).
- 6.3** Except to the extent the Deliverables contain Confidential Information of PSE (as defined in Sections 6.4 and 6.5), Supplier reserves a permanent, non-assignable, non-exclusive, royalty-free license to use in its performance of services for others any Intellectual Property Rights licensed to PSE in Sections 6.1 and 6.2.
- 6.4** All non-public, confidential, or proprietary information of a Party (“Confidential Information”) including information that, by the nature of the circumstances surrounding the disclosure, reasonably would be considered proprietary or confidential, whether disclosed orally or accessed in written, electronic, or other form or media in connection with the Agreement is confidential and, with respect to PSE, PSE Information (as defined below), is solely for the receiving Party’s use in performing under the Agreement. Such Confidential Information may not be disclosed or copied unless authorized by the disclosing Party in writing. Confidential Information does not include information the receiving Party can prove: (a) was or becomes generally available to the public through no breach of an obligation of confidentiality; (b) was already in the possession of the receiving Party at the time it was received in connection with the Agreement without any prior obligation of confidentiality; (c) was lawfully obtained by the receiving Party from a third party without breach of an obligation of confidentiality; or (d) was independently developed by the receiving Party without use of or reference to any of the Confidential Information. The receiving Party will: (x) maintain the other Party’s Confidential Information in confidence; (y) use the Confidential Information exclusively for such Party’s performance (or the performance of Subcontractors or third parties engaged by PSE) in connection with any applicable SOW; and (z) will take all precautions necessary to prevent the Confidential Information from being disclosed to any unauthorized third party. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to the limited extent required by applicable law or by order of a court of competent jurisdiction; provided, however, that to the extent permitted by applicable law, the receiving Party must promptly notify the disclosing Party in in writing in advance of such required

disclosure and reasonably cooperate so that the disclosing Party may take appropriate action to prevent or limit the scope of such required disclosure and protect its Confidential Information.

- 6.5** “PSE Information” means: (a) any project, design, roadmap, and architecture plans of PSE; (b) any personally identifiable information about persons or entities that Supplier obtains from any source, whether disclosed orally or accessed in written, electronic, or other form or media in connection with the Agreement, which concerns prospective and existing customers or employees of PSE, or any third party PSE has a business relationship with, including names, addresses, telephone numbers, e-mail addresses, social security numbers, credit card numbers, call-detail information, purchase information, product and service usage information, account information, credit information and demographic information; and (c) any aggregate data created or derived from the previously described personally identifiable information. In addition to those disclosure and usage restrictions set forth in Section 6.4, Supplier: (y) will collect, access, use, maintain, and disclose PSE Information solely for Supplier’s use in performing under the Agreement; and (z) will not disclose PSE Information, whether or not it is publicly available.
- 6.6** Supplier will return, or at PSE’s option destroy, any and all Confidential Information upon: (a) expiration or earlier termination of this MSA, any underlying SOW, or both; or (b) upon request by PSE. Upon PSE’s request, Supplier will certify in writing the completion of such return or destruction.
- 6.7** Except as may be required by Law, neither Party will, without the prior written consent of the other make any news release, public announcement, or place any advertisement or similar communications (collectively, “promotional material”) stating that: (a) PSE and Supplier have contracted for the products or Services specified in the Agreement; or (b) have entered into any business relationship. Use of any PSE name, trademark, or service mark in any promotional materials of Supplier requires PSE’s prior written approval, which PSE may withhold in its sole discretion. In the event PSE approves the use of its name, trademark, or service mark in any promotional materials of Supplier, all of the content must be submitted to PSE’s Corporate Communications Department for review prior to each publication.

SECTION 7. RELEASE, INDEMNITY AND HOLD HARMLESS

- 7.1** Supplier releases and will defend, indemnify, and hold harmless PSE, its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, representatives, and agents from and against any and all claims, costs, losses, liabilities, damages, fines, and expenses of any nature (including reasonable attorneys’ fees and costs) (“Losses”) arising out of or resulting from any claim of a third party, arising out of or occurring in connection with:
- (a)** the fault, negligence, professional error or omission, strict liability or product liability of Supplier or any Subcontractor in connection with the Agreement;

- (b) a lien asserted by any Subcontractor or any supplier or vendor of Supplier upon any PSE property in connection with the Agreement;
- (c) infringement or misappropriation of any patent, copyright, trade secret, trademark, or other Intellectual Property Right by any Deliverable or the Services;
- (d) an act, error, or omission of any Subcontractor that, if done by Supplier, would be a breach or default under the Agreement; or
- (e) breach or default under the Agreement by Supplier.

Supplier's indemnification of PSE will not be subject to the insurance coverage specified in Section 8 and will not be capped at any limits of insurance required by the Agreement.

- 7.2 In connection with any action to enforce Supplier's obligations under this Section 7, and to the extent permitted by Law, Supplier waives any immunity, defense or protection under any workers' compensation, industrial insurance, or similar laws (including the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington).
- 7.3 Supplier acknowledges that the foregoing provisions regarding indemnification and waiver are an important part of the consideration for PSE to enter into the Agreement, and that the foregoing waiver provision has been mutually negotiated.

SECTION 8. WORKERS' COMPENSATION AND INSURANCE

- 8.1 At all times during the Term, Supplier will procure and maintain, at its sole cost and expense, insurance with provisions, coverages, and limits as specified below, and will require all Subcontractors providing the Services on its behalf to maintain such insurance as applicable to their performance in connection with the Agreement. Supplier will maintain the insurance and coverages described herein in full force and effect at all times: (i) until all of Supplier's obligations under the Agreement have been fully performed and all operations of Supplier have been completed; and (ii) in the case of completed operations and product liability, professional liability, and any "claims made" umbrella or excess insurance, until the expiration of three (3) years after the end of the Term, through continued policy renewals or purchase of "tail coverage."
 - a. Workers Compensation and Employer's Liability. With respect to all persons performing the Services, Statutory workers' compensation benefits as required for all employees by Title 51 of the Revised Code of Washington and Employer's Liability Insurance, including Occupational Disease coverage, in the amount not less than \$1,000,000 for bodily injury by accident, \$1,000,000 for bodily injury by disease, and \$1,000,000 in the aggregate. Such insurance must provide coverage for all persons employed by Supplier who will be performing any aspect of performance of Supplier hereunder.
 - b. Commercial General Liability Insurance. On an occurrence-basis, with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate for products/completed operations, and \$2,000,000 in the aggregate. The policy will be written on an occurrence basis on a form no less broad than ISO CG 0001 04

13 and will provide coverage for, but not limited to, premises and operations, products and completed operations, independent contractors, personal and advertising injury, medical expenses, broad form property damage, and blanket contractual coverage.

- c. Automobile Liability Insurance. (If applicable) Covering all owned, hired and non-owned vehicles to be used in the performance of the Services in an amount no less than \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage (including loss of use).
- d. Professional Liability. Professional liability insurance providing coverage for any negligent acts, errors, or omissions of Supplier in the performance of Services with a retroactive date that is no later than the Effective Date of this MSA with limits of not less than \$5,000,000 per claim and \$5,000,000 annual aggregate.

8.2 Prior to performing any Services and within ten (10) days after execution of this MSA, Supplier shall furnish PSE with a certificate of insurance and copies of relevant endorsements demonstrating the insurance required in Section 8.1. Subject to Section 8.3(f), within thirty (30) days after any renewal, material modification, or any notice of termination, cancellation, or expiration of any policy of insurance required under the Agreement, Supplier will deliver to PSE a certificate of insurance with respect to any replacement policy. If requested by PSE, Supplier will provide PSE a copy of any policy of insurance required to be maintained under this Section 8, including all endorsements thereto.

8.3 All policies of insurance required under this MSA must:

- (a) be placed with an insurance carrier maintaining an AM Best rating of at least A- VII and licensed to do business under the laws of the State of Washington;
- (b) with the exception of workers' compensation, employer's liability, and professional liability insurance, be endorsed to name PSE, its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, representatives, and agents (the "Owner Parties") as additional insureds;
- (c) with the exception of workers' compensation, employer's liability, and professional liability insurance, state that the "Insured v. Insured" exclusion does not preclude coverage if an additional insured brings a claim against the named insured;
- (d) be primary insurance with respect to the interests of the Owner Parties; any insurance or self-insurance maintained by any of the Owner Parties will be excess and non-contributory insurance with respect to the insurance required herein;
- (e) include a provision providing a waiver of the insurer's right to subrogation against each of the Owner Parties. To the extent permitted by its policies of insurance, Supplier hereby waives all rights of subrogation against each of the Owner Parties;
- (f) 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

- (g) provide that the policies will not be canceled or their limits reduced or restricted to a level below the requirements of this Section 8 without giving at least thirty (30) days' prior written notice to the Procurement Department of Puget Sound Energy, Inc., PO Box 97034, (BOT-01O) Bellevue, WA 98009-9734.
- 8.4** Supplier will be solely responsible for any premium, deductible, self-insured retention, and similar self-insurance mechanism amounts contained in its insurance program and for any deficiencies in the amounts of insurance maintained. Supplier will have no right to call upon or seek contribution from the Owner Parties for deductibles, self-insured retentions, similar self-insurance mechanisms, or insurance premiums associated with policies of insurance required in this MSA. Any deductible, self-insured retention, or similar self-insurance mechanism greater than \$50,000 requires PSE's prior written approval.
- 8.5** The requirements of this MSA as to insurance and acceptability to PSE of insurers and insurance to be maintained by Supplier are not intended to and will not in any way limit or qualify any other obligation of Supplier under the Agreement. Supplier will be held accountable for all insurance coverage, including that of any Subcontractors hired by Supplier. Insurance will be independent of the indemnity provisions of this MSA, and insurance hereunder is not designed solely to guarantee payment of Supplier's indemnity obligations. The limits of liability set out in this Section 8 may be increased or decreased by mutual consent of the Parties, which consent will not be unreasonably withheld by either Party, in the event of any factors or occurrences, including changes in work scope, substantial increases in the level of jury verdicts or judgements, or the passage of state, federal, or other governmental compensation plans, or Laws that would materially increase or decrease Supplier's and/or PSE's exposure to risk.
- 8.6** Supplier will comply with all OSHA Recordkeeping and injury reporting requirements. Supplier will report to PSE within 24 hours any OSHA recordable injuries that occur while performing work on behalf of PSE. A "recordable injury" includes any injury that results in treatment beyond first aid, restricted workdays, and/or lost workdays. Supplier must provide the following details via email to safety@pse.com: Supplier's formal legal name, date and location of incident, a short description of the incident, and whether the recordable injury includes one or more lost workdays (not including the date of injury).

SECTION 9. CHANGES

- 9.1** Subject to Section 9.2, PSE may at any time by written notice thereof to Supplier, without liability or penalty, modify any Services as defined in any SOW (including additions to or deletions from any Services, suspension of performance and changes in the schedule, and location of performance) with or without cause effective immediately or as otherwise specified in such notice.
- 9.2** If any change under Section 9.1 would result in an increase or decrease in Supplier's cost for performance of the Services or delivery of the Deliverables, the Parties will follow the change procedure set forth in the applicable SOW.

SECTION 10. WARRANTIES

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- 10.1** Supplier warrants that all Services will be performed in a professional manner with professional skill and care and in compliance with the terms and conditions of the Agreement.
- 10.2** Each Party warrants to the other that: (a) it has full power and authority to enter into and to perform its obligations under the Agreement; (b) the Agreement does not violate any Law or breach any other agreements to which it is a party or is otherwise bound; and (c) it will comply with all Laws in performing its obligations under the Agreement.
- 10.3** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PSE NOR SUPPLIER MAKES ANY OTHER WARRANTIES WITH RESPECT TO THE AGREEMENT, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE, WITH RESPECT TO THE AGREEMENT.

SECTION 11. TERMINATION

- 11.1** PSE may at any time, by written notice thereof to Supplier, terminate this MSA, any underlying SOW, or both, as to all or any portion of the Services not then performed, whether or not Supplier is then in breach or default. Upon receipt of any such notice of termination Supplier will, except as otherwise directed by PSE, immediately stop performance of the Services to the extent specified in such notice and deliver to PSE any work in process or Deliverables, regardless of their level of completion.
- 11.2** In the event of termination pursuant to Section 11.1 for PSE's convenience, upon PSE's review and approval of a fully supported invoice to be submitted within thirty (30) days after the date of termination, an equitable adjustment will be made in the compensation payable to Supplier under the Agreement, provided that such compensation as so adjusted will in no event exceed a percentage of the total compensation otherwise payable under the Agreement equal to the percentage of the Services satisfactorily completed, including Deliverables delivered, at the time of termination. Further, Supplier will not be entitled to any reallocation of cost, profit or overhead. Supplier will not in any event be entitled to anticipated profit on Services not performed on account of such termination. Supplier must use its best efforts to minimize the compensation payable under the Agreement in the event of such termination.
- 11.3** The obligations of the Parties under Sections 5, 6, 7, 8, 10, 11, and 12, and all provisions of the Agreement that may reasonably be interpreted or construed as surviving the completion, termination, expiration, or cancellation of the Agreement will survive the completion, termination, expiration, or cancellation of the Agreement.

SECTION 12. MISCELLANEOUS

- 12.1** Any notice, request, designation, direction, statement, or other communication under the Agreement must be made in writing and delivered by courier or registered or certified mail, return receipt requested, postage paid to the addresses for legal notices in the signature block hereunder. Notices related to SOWs will be sent via email to the Parties' contacts identified in the applicable SOW (with a hard copy to the legal notice recipient if appropriate), return receipt requested. All notices will be effective upon receipt. Either Party may change its address by giving the other Party notice of such change in accordance with this Section 12.1.
- 12.2** Supplier may not (by contract, operation of law, or otherwise) assign, transfer, delegate, or subcontract any of its rights or obligations under the Agreement without the prior written consent of PSE. For the purposes of the foregoing, any transfer of a controlling interest in Supplier (e.g., by a transfer of securities or otherwise) will not be deemed an assignment of the Agreement. Any purported assignment or delegation in violation of this Section 12.2 will be voidable at PSE's option. No such assignment will relieve Supplier from any of its obligations hereunder. The Agreement is binding on and inures to the benefit of the Parties and their successors and permitted assigns.
- 12.3** No waiver by any Party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver hereof, will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 12.4** No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from the following (each, a "Force Majeure Event"): (a) acts of God; (b) epidemic, flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (i) shortage of adequate power or transportation facilities. The affected Party must give notice to the other Party ("FME Notice") within twenty-four (24) hours of the Force Majeure Event, stating the period of time the occurrence is expected to continue. The affected Party must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized, and will resume performance of its obligations as soon as reasonably practicable after the removal of the cause. Notwithstanding anything herein to the contrary, PSE will not be liable for payment for any Services or Deliverables it does not receive due to a Force Majeure Event affecting Supplier's performance of its obligations under the Agreement.

- 12.5** Each Party acknowledges and agrees that a breach or threatened breach by a Party of any of its obligations under Section 6 would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy. In the event of such breach or threatened breach the non-breaching Party will, in addition to all other rights and remedies that may be available to it at law, at equity, or otherwise, be entitled to equitable relief (including injunctive relief or specific performance) without posting bond in addition to any other available remedies, including damages. In any litigation concerning a breach of Section 6, the prevailing Party will be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal.
- 12.6** Except as otherwise specifically stated in the Agreement, the rights and remedies of a Party set forth in any provision of the Agreement are in addition to and do not in any way limit any other rights or remedies afforded to that Party by any other provision of the Agreement, or by law.
- 12.7** This MSA together with any related exhibits and SOWs set forth the entire agreement and supersedes any and all prior and contemporaneous oral or written communications, understandings and agreements with regard to the Services and development of the Deliverables, including, for the avoidance of doubt, any confidentiality agreement between the Parties. In the event of a conflict between this MSA and any SOW, the terms of this MSA will prevail unless an SOW expressly provides that certain provisions therein will control over certain specified provisions in this MSA. In the event of a conflict between this MSA and a Security Addendum, the terms of the Security Addendum will govern except that the confidentiality provisions in the Security Addendum are intended to supplement the confidentiality and security obligations of Supplier as set forth in this MSA. No amendment or modification of any provision of the Agreement will be valid unless set forth in a written amendment signed by the Parties.
- 12.8** If any term or provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision hereof or invalidate or render unenforceable such provision in any other jurisdiction.
- 12.9** Neither Party will commence or prosecute any action, suit, proceeding, or claim arising under or by reason of the Agreement other than in the state and federal courts sitting in King County, Washington. The Parties hereby irrevocably consent to the jurisdiction of the courts of the State of Washington with venue laid in King County, Washington and of the U.S. District Court for the Western Division District of Washington in Seattle, Washington.
- 12.10** The Agreement will be construed as if prepared by the Parties. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in the Agreement against the Party that has drafted it is not applicable and is waived. The Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington without reference to its choice of law rules.

12.11 The headings used in the Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms of the Agreement. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.” This MSA, any underlying SOW, or both may be executed in one or more counterparts, each of which will be deemed an original, and all together will constitute the Agreement in its entirety. Notwithstanding anything to the contrary in Section 12.1, a signed copy of this MSA or any underlying SOW or Security Addendum, or any amendment thereto, delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy.

--Signature page follows--

Intending to be legally bound, PSE and Supplier have caused their duly authorized representatives to execute this Master Services Agreement in the space provided below.

PSE:
Puget Sound Energy, Inc.

Supplier:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Legal Notices:
Puget Sound Energy, Inc.
Attn: Procurement
PO Box 97034, (BOT-01G)
Bellevue, WA 98009-9734

Address for Legal Notices:

EXHIBIT A
STATEMENT OF WORK

Master Services Agreement No.
Exhibit A

147572079.10



**STATEMENT OF WORK
PSE OUTLINE AGREEMENT
No.**

This Statement of Work (“Statement of Work” or “SOW”), effective as of the date of the last signature below, is made pursuant to and shall be governed by the Terms and Conditions of the [governing agreement name and Number] dated as of [date], (the “Agreement”), by and between [_____] (“Consultant”/“Contractor”), and **Puget Sound Energy, Inc.** (“PSE”). This SOW shall be subject to all the Terms and Conditions set forth in the Agreement, except as may be specifically modified hereby with reference to the section of the Agreement modified. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1 OVERVIEW – PROJECT SUMMARY

This SOW details the scope of services to be provided by Consultant (the “Services”) and deliverables to be created (the “Deliverables”) for the Independent Evaluator Services for PSE’s 2021 All-Source and Demand Response RFPs (the Services and Deliverables constituting the “Project”).

1.1 Location

Services will take place remotely or as otherwise agreed between the parties.

1.2 Project Timeline

- Estimated Project Start: **February 15, 2021**
- Estimated Project Completion: **[Date]**
- Estimated Project Duration: **[Months]**

2 DESCRIPTION OF WORK

2.1 Scope of Work

Under this Statement of Work Consultant will perform the following Services:

2.1.1 Role and Expectations

The function of the IE is to consult with PSE, as needed, on the procurement activities in the 2021 RFPs as described below. The IE will:

- (a) ensure that PSE’s 2021 RFP process is conducted fairly, transparently, and properly;
- (b) participate in the design of the 2021 RFPs;
- (c) evaluate the unique risks, burdens, and benefits of each bid;

- (d) provide to PSE the IE's minutes of meetings and the full text of written communications between the IE and PSE and any third-party related to the IE's execution of its duties;
- (e) verify that PSE's inputs and assumptions, including capacity factors and capital costs, are reasonable;
- (f) assess whether PSE's process of scoring the bids and selection of the initial and final shortlists is reasonable;
- (g) prepare a final report to the WUTC after reconciling rankings with PSE the utility in accordance with WAC 480-107-035(3) that must:
 - i. include an evaluation of the competitive bidding process in selecting the lowest reasonable cost acquisition or action to satisfy the identified resource need, including the adequacy of communication with stakeholders and bidders; and
 - ii. explain ranking differences and why the IE and PSE were or were not able to reconcile the differences.

The IE will participate in meetings with the WUTC and PSE, on an as-needed basis, to discuss its findings. If called upon to testify, the IE may serve as an expert witness in proceedings.

The IE will be given reasonable access to information, meetings and communications related to offers submitted by all respondents. The IE will immediately report to PSE and the WUTC any perceived attempt by any individual or party to improperly influence any findings determined by the IE, or to challenge or interfere with their independent role in the solicitation process.

The IE does not make resource decisions on behalf of PSE. The IE makes an assessment of the fairness and reasonableness of PSE's process and decisions, and may make recommendations to improve the evaluation and decision-making process, but does not have the authority to require PSE to follow any recommended course of action. The IE will not negotiate with any respondent on PSE's behalf.

2.1.2 Responsibilities and Tasks

In support of the functions discussed above, the IE responsibilities and tasks will include the following:

- Review and provide feedback and recommendations on PSE's draft 2021 RFPs, including stakeholder comments. Assess the 2021 RFPs' design, including review of the adequacy, accuracy and completeness of solicitation materials to ensure compliance with the WUTC's Purchase of Electricity Rules and consistency with accepted industry standards and practices. The IE will participate in the design of the RFP and provide feedback to PSE on the draft 2021 RFPs prior to their release.
- Advise on the consistency of solicitation activities with the WUTC's rules and procedures and PSE's WUTC-approved 2021 RFPs.

- Advise on the evaluation process, including recommending data requests, as needed, to supplement the information requested from bidders in the 2021 RFPs to allow for a full and fair evaluation of proposals.
- Assess whether the quantitative and qualitative bid evaluation criteria and methodologies are applied to all bids in a fair and non-discriminatory manner and whether PSE's process of scoring the bids and selection of the initial and final shortlists is reasonable. The IE will be provided reasonable access to the evaluation meetings and documentation of PSE's Business Initiatives and cross-functional teams, in order to credibly assess the bid evaluation and selection processes.
- Verify that PSE's inputs and assumptions, including capacity factors and capital costs, are reasonable. The IE will be provided with a description of how the evaluation models function, including the inputs and outputs of all models used during the evaluation process.
- Assess whether PSE's process of scoring the bids and selection of the initial and final shortlists is reasonable. The IE will score and rank qualifying bids based on PSE's modeling output and an independent qualitative assessment using the RFP's ranking criteria and methodology and consult with PSE to reconcile any ranking differences. If a bidder makes material changes to its bid after shortlist selection, PSE and the IE will rerank bids according to the revised bid.
- Monitor the evaluation processes and promptly submit recommendations to PSE's resource acquisition manager to ensure that no bidder has an information advantage and that all respondents or counterparties, if applicable, receive access to relevant communications in a non-discriminatory manner.

All assigned Consultant resources shall be retained throughout the term of the Project. The Consultant shall provide prompt notice of any risk or issue that has the potential to jeopardize the Project's success, and shall participate as appropriate in actions to mitigate.

3 DELIVERABLES

In addition to the Services specified in Section 2.1, Consultant shall provide the following Deliverables:

- Prepare a final written report as to whether or not the utility's competitive bidding process, evaluation process and decisions were reasonable and appropriate and were applied in a transparent, fair and non-discriminatory manner for all offers received. The report will explain why the IE and PSE were (or were not) able to reconcile any ranking differences. The IE will protect confidential bidder information subject to the terms of the confidentiality agreement included in the IE RFP and consistent with the terms of the confidentiality agreement included in the 2021 RFPs.
- Provide to PSE the IE's minutes of meetings and the full text of written communications between the IE and the utility and any third-party related to the IE's execution of its duties;

- Participate as an independent witness or in an advisory capacity during administrative hearings, as required, before the WUTC in any associated proceedings.

4 PRICING

4.1 Project Pricing Table
[CHOOSE ONE:]

Time & Materials Table

Resource Type	Duration (Weeks/ Hr.)	Resource Cost/Hr.	Extended
	Total		
	Estimated Expenses		
	Grand Total (Not to Exceed)		

Time & Materials fees to be invoiced monthly at the conclusion of each month.

Fixed Fee Table

Deliverable	Fixed Fee
Total	
Estimated Expenses	
Grant Total (Fixed Fee)	

Fixed fees to be invoiced upon PSE's written acceptance of the applicable Deliverable.

4.2 Payment Terms

Payment terms shall be as specified in the Agreement. PSE reserves the right to reject any invoice submitted greater than 90 days after the completion of the applicable Services or acceptance of the applicable Deliverable.

4.3 Expenses

Reasonable pre-approved travel expenses in support of the Project may be invoiced monthly, with no-markup and submitted with receipt documentation.

5 PROJECT CHANGE MANAGEMENT

In the event a change is identified that affects the scope, timeline, or cost of the Project, Consultant shall determine any schedule and cost adjustments and submit a change request to the PSE Project Contact for review. Approved changes will be executed by both parties as a change order to this Statement of Work.

6 CONTACT INFORMATION

PSE Project Contact: Name: Role: Office: Mobile Phone: Email:	Consultant Project Contact: Name: Role: Office: Mobile Phone: Email:
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7 AUTHORIZATION

Intending to be legally bound, PSE and Consultant have caused their duly authorized representatives to execute this Statement of Work in the space provided below.

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

Consultant/Accepted and Agreed:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

