

PORTLAND GENERAL ELECTRIC COMPANY
PURCHASE AGREEMENT FOR SERVICES

This Purchase Agreement for Services (the "**Agreement**") is made and entered into on **DATE** between Portland General Electric Company ("**PGE**"), an Oregon corporation, principally located at 121 SW Salmon Street, Portland, OR 97204, and [**CONTRACTOR NAME**] ("**Contractor**"), a [**ORGANIZATION TYPE**], principally located at [**CONTRACTOR ADDRESS**].

This Agreement includes the following Exhibits:

1. Exhibit A: Insurance Requirements
2. Exhibit B: Federal Grant Requirements for Contractors

In consideration of the premises and mutual covenants, undertakings and conditions set forth in this Agreement, the parties agree as follows:

1. **Services**. Contractor shall perform the services and create the deliverables (collectively, the "**Services**") as authorized in an agreed upon Statement of Work ("SOW") that references this Master Agreement and is executed by PGE and Contractor.

2. **Entire Agreement; Contract Administrator; Order of Precedence**. "Agreement" means the Master Agreement, SOW(s), and all exhibits, schedules, attachments, amendments, change orders and supplements to the Master Agreement. The Agreement constitutes the complete and final agreement between PGE and Contractor with respect to the subject matter thereof and supersedes all prior negotiations, representations or agreements, whether oral or written, related to the subject matter of the Agreement. No course of prior dealings and no usage of the trade is relevant to determine the meaning of the Agreement. All correspondence regarding the administration of the Agreement shall be sent to [**insert name**] ("**Contract Administrator**") at the following email address: [**insert email**]. In the event of any conflict between the terms of any documents constituting the Agreement, the following order of precedence will apply: (i) the SOW; (ii) the Agreement; and (iii) all other documents incorporated into the Agreement by reference, with documents of more recent date taking precedence over prior documents. No Contractor terms and conditions, whether pre-printed or otherwise, shall apply to or be a part of the Agreement, unless expressly incorporated by reference on the SOW.

2. **Price and Payment**. Unless otherwise expressly stated, the price stated in SOW includes all taxes, duties, interest, transportation service, and charges of every kind. Without limiting the foregoing, Contractor shall be exclusively liable for payment to the appropriate governmental authority of all payroll and other employees' contributions and taxes required for Contractor's performance of the Services and that of its employees, including, but not limited to, taxes imposed under the provisions of any unemployment insurance, Social Security or pension plan. For each month that Services are performed under the Agreement, Contractor shall promptly send an invoice to the Contract Administrator after the end of the month. Contractor shall include a copy of its W-9 and a completed PGE ACH Form, if Contractor wishes to be paid via ACH/direct deposit, with the first month's invoice. PGE shall pay each invoice within forty-five (45) days after receipt of a proper invoice.

3. **Performance Standard.** Contractor shall ensure that the Services are performed by persons who are fully experienced and properly qualified, licensed, and equipped to perform the Services and who meet PGE's training requirements for the Services. Contractor shall ensure that strict discipline and good order is enforced at all times among those assigned to perform the Services. Contractor shall perform the Services in a prudent, good and workmanlike manner, free from defects, errors and omissions, and with a high degree of skill and care, no less than that which is utilized by firms and professionals in the same field under the same or similar circumstances. When at a PGE location, facility, worksite or customer location ("**Jobsite**") or when accessing PGE's systems or networks, the conduct of Contractor and any third parties (including affiliates) retained by Contractor in connection with the Agreement to perform the Services and their respective employees, agents, affiliates, and subcontractors shall conform to PGE policies, procedures, rules and standards that are provided to Contractor (collectively, "**Requirements**"), including but not limited to those related to tobacco, drug and alcohol use, IT access and security, and safety. In the event an employee or subcontractor of Contractor is granted access to a Jobsite or PGE's systems or network, and such employee or subcontractor is terminated or suspended during the performance of Services under the Agreement, Contractor shall notify PGE in writing of such termination within 24 hours of such termination and shall immediately take all steps necessary to remove employee's or subcontractor's access to any PGE assets. Contractor shall send written notification to ISOC@pgn.com and the Contract Administrator(s). The Requirements include but are not limited to the requirement that Contractor complete drug screening and a criminal background check for any person assigned to any portion of the Services to be performed at a Jobsite or when accessing PGE's systems or networks. Contractor shall promptly notify PGE prior to commencing the Services if such screening reveals that a person assigned to any portion of the Services to be completed on a Jobsite or who will have access to PGE systems or networks, has been convicted of multiple misdemeanors or one or more felonies within seven (7) years of the date of the Purchase Order. Contractor shall provide PGE a copy of the drug screening and criminal background check results or other supporting documentation and information regarding such results. In the event convictions are identified, PGE will conduct an individualized assessment to determine if a conviction impacts such individual's ability to perform the Services in accordance with the Requirements, taking into account the seriousness and nature of the offense, amount of time that has elapsed since the conviction, the nature of the Services, and any other legally permissible considerations. In the event PGE (in its sole discretion) determines that such conviction is job-related, and it would be consistent with business necessity to do so, PGE will inform Contractor that Contractor may not assign such individual to perform the Services.

4. **Warranties.** In addition to its obligations under Section 4 (Performance Standard) and any standard Contractor warranties, Contractor warrants that the Services performed under the Agreement will be free from errors and omissions. Additionally, Contractor warrants that the Services will conform in all respects to the terms of the Agreement and are free from any defects in design, material, workmanship or title, and will be suitable for the use intended. These warranties will remain in effect for the period specified or for a period of one (1) year following acceptance or initial operation, whichever is later. In the event of nonconformity of these warranties, Contractor shall, on notice from PGE of the nonconformity, promptly remedy the nonconformity at Contractor's sole cost. Contractor warrants that any remedy will meet the warranty requirements of this Section 5 (Warranties) for a period of one (1) year following PGE's acceptance of the remedy, or until the expiration of the original warranty period, whichever is later.

Contractor shall assume liability for all damages caused by the nonconformity of these warranties or by Contractor's efforts to correct defects.

5. **Term; Time of Performance.** This Agreement shall commence on [DATE] and expire on [DATE] ("Term"), unless earlier terminated in accordance with Section 20. Time is of the essence with respect to all provisions of the Agreement. Contractor will notify PGE immediately if Contractor will be unable to complete any Services in accordance with any specified completion date. If Contractor fails to complete the Services by the specified completion date, PGE may reject any Services that were not timely performed.

6. **Compliance with Laws and Federal Grant Requirements.** Contractor shall, and shall ensure that its subcontractors of any tier, at all times comply with all applicable federal, state and local laws, statutes, permits (including site certificates) rules, regulations, executive orders, policies, procedures, directives, court orders and ordinances and shall bear all costs associated with such compliance. Contractor shall, and shall ensure that its subcontractors of any tier, at all times comply with the Federal grant requirements set forth in the attached **Exhibit B** of the Agreement.

7. **Inspection or Witness of Services.** If any of the Services furnished pursuant to the Agreement are found within thirty (30) days after performance to be defective or otherwise not in conformity with the requirements of the Agreement, then PGE, in addition to any other rights or remedies it may have under applicable law, contract and/or at equity, at its option and sole discretion, may require Contractor, at its expense, to immediately re-perform any defective portion of the Services to conform to all requirements of the Agreement or may withhold total or partial payment. Payment for Services prior to any inspection or witnessing shall in no way impair PGE's right to reject nonconforming Services or to limit any other remedies PGE may be entitled.

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

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

PGE reserves the right to approve or disapprove the use of any Hazardous Materials in the performance of the Services on a Jobsite, including work plans for the use, storage, transportation and disposal of Hazardous Materials. Contractor will use, handle, and store Hazardous Materials

on PGE's premises or Jobsite only as is reasonably necessary to perform the Services, in small, properly labeled quantities.

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

If Contractor or any subcontractor of Contractor violates the provisions of this Section 9 (Hazardous Materials), or performs any act or omission that results in a spill, release, or threatened release of Hazardous Materials, or otherwise contaminates or expands the scope of contamination of the Jobsite or the underlying groundwater, or any property adjacent to the Jobsite, or violates or allegedly violates any applicable law, then Contractor will promptly, at Contractor's sole cost and expense, take all investigatory and/or remedial actions (collectively called "**Remediation**"), required by, and in compliance with, all applicable federal, state and local laws, statutes, regulations, rules, ordinances, codes, standards, permits, court orders or licenses. Contractor will also repair any damage to the Jobsite and any other affected property caused by such contamination and Remediation. Contractor shall be identified as the generator on all permits, bills of lading, manifests or other documentation relating to the storage, transportation, treatment, or disposal of such Hazardous Materials generated in a Remediation.

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

10. **Right to Audit.** Contractor shall keep accurate and complete accounting records in support of all cost billings and invoices sent to PGE in accordance with generally accepted accounting principles and practices. PGE, or its audit representatives, shall have the right at any reasonable time or times to examine, audit and reproduce Contractor's records, vouchers and their source documents, and other documents as necessary to verify compliance with the terms and conditions of the Agreement. Contractor shall make such records available to PGE for examination, audit and reproduction for the later of three (3) years after the expiration or termination of the Agreement.

11. **Confidentiality.** As used in the Agreement, the term "Confidential Information" means: 1) proprietary information of PGE; 2) information marked or designated by PGE as confidential; 3) information, whether or not in written form and whether or not designated as confidential, that is known by Contractor to be treated by PGE as confidential; 4) information provided to PGE by third parties that PGE is obligated to keep confidential; and 5) information developed by Contractor in connection with performance of the Agreement. Confidential Information does not include: A) information that is publicly available at the time of disclosure by PGE to Contractor or its Representatives (as defined below); B) information that becomes publicly available other than through actions of Contractor or any of its Representatives in violation of the Agreement; C) information already known to Contractor as documented by written records that predate the Agreement; or D) information rightfully obtained from third parties and not subject to any

obligation of confidentiality; provided that (A)-(D) do not apply to PGE Data which at all times will remain PGE Confidential Information. Contractor agrees that it will not disclose Confidential Information to any third party, directly or indirectly, under any circumstances or by any means, without PGE's prior written consent. Contractor further agrees that it will not use Confidential Information except as may be necessary to comply with the Agreement and perform the Services. Any question regarding use of information or its confidential nature should be directed to the Contract Administrator.

Notwithstanding anything contained in the Agreement to the contrary, Contractor may disclose Confidential Information to its employees, representatives, contractors and other agents ("**Representatives**"), but only on a "need to know" basis and only after notifying such Representatives of the confidential nature of the information, the terms of this Section 12 (Confidentiality), and that such terms apply to them. Contractor shall ensure that Contractor and any third party (including its affiliates) retained by Contractor in connection with the Agreement and their respective officers, employees, agents, and representatives agree to take all reasonable precautions to protect the confidentiality of Confidential Information and, on request by PGE, to return to PGE any documents that contain or reflect Confidential Information. If as part of the Services, Contractor performs an activity for PGE in connection with one or more customer accounts and/or obtains access to personal customer information, Contractor shall comply at all times with all applicable laws related to the protection of personal information and have in place policies and procedures that are designed to detect, prevent and mitigate the risk of identity theft, and shall follow such policies and procedures. Any unpermitted disclosure by any Representative of Contractor shall be deemed made by Contractor.

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

It is further understood and agreed that money damages may not be a sufficient remedy for a breach of this Section 12 (Confidentiality) and that PGE is entitled to seek equitable relief, including injunction and specific performance, as a remedy for such breach. Specifically, PGE is entitled to seek a temporary restraining order or a preliminary or final injunction without the necessity of posting any bond. Such remedies are not exclusive remedies for a breach by Contractor of this Section 12 (Confidentiality), but are in addition to all other remedies available at law or equity to PGE.

The provisions of this Section 12 are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations,

rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.

12. **PGE Data.** PGE's data ("**PGE Data**"), which shall also be known and treated by Contractor as PGE Confidential Information, shall include: (a) PGE's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personal data collected, used, processed, stored, or generated as the result of the use of the Services, including any data, derived data, or any unique identifier that is linked to or is reasonably linkable to a consumer or to a device that identifies, is linked to, or is reasonably linkable to one or more consumers in a household. PGE Data is and shall remain the sole and exclusive property of PGE and all right, title, and interest in the same is reserved by PGE. Contractor is provided a limited license to PGE Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display PGE Data only to the extent necessary in the providing of the Services and such license shall terminate immediately upon the termination of the Agreement. Contractor shall: (a) keep and maintain PGE Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in the Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose PGE Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with the Agreement and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available PGE Data for Contractor's own purposes or for the benefit of anyone other than PGE without PGE's prior written consent in each instance. At any time during or after the term of the Agreement, at PGE's written request, Contractor and its representatives shall promptly return to PGE all copies, whether in written, electronic or other form or media, of PGE Data, or destroy all such copies and certify in writing to PGE that such PGE Data has been destroyed. To the extent Contractor discloses or makes PGE Data available to subcontractors, Contractor shall require via a written agreement signed by the subcontractor that the subcontractor shall comply with the terms and conditions of the Agreement as if it were Contractor. Contractor shall remain liable to PGE for the actions and omissions of its subcontractor concerning the handling of PGE Data.

A. **Security.** Contractor acknowledges and agrees that it shall be responsible for establishing and maintaining an information security program that is designed to: (a) ensure the security and confidentiality of PGE Data; (b) protect against any anticipated threats or hazards to the security or integrity of PGE Data; (c) protect against unauthorized access to or use of PGE Data; (d) ensure the proper disposal of PGE Data; and, (e) ensure that all permitted subcontractors of Contractor, if any, comply with all of the foregoing. Contractor agrees to implement appropriate safeguards to protect PGE Data that are no less rigorous than accepted industry practices (such as ISO 27002, CIS, NIST or other industry standards of information security), and will ensure that all such safeguards, including how PGE Data is collected, accessed, used, stored, disposed of, and disclosed, comply with the terms of the Agreement and all applicable laws, regulations and government-issued business guidance. Contractor agrees to encrypt any electronic transmission and storage of PGE Data and any backup data stored as part of a disaster recovery capability. Contractor shall promptly and accurately make available to PGE all information PGE needs to ensure Contractor has complied with the Agreement and complete any information security questionnaire provided by PGE or a third party on PGE's behalf regarding Contractor's environment in relation to PGE Data being handled and/or Services being provided to confirm compliance with the Agreement, as well as any applicable laws, regulations, and industry standards. Contractor, and all parties acting on Contractor's behalf, will not transfer any PGE Data

outside of the country of origin except where such transfer is expressly authorized by PGE in writing.

B. Security Breach Notification. Contractor shall, at its expense: (a) notify PGE any unauthorized acquisition, access, use, disclosure or destruction of PGE Data or PGE networks or systems (each considered a “**Security Breach**”) via email to ISOC@pgn.com with a subject line including the words “Security Event” within 72 hours of discovery of the Security Breach; (b) investigate such Security Breach; (c) promptly furnish to PGE full details of the Security Breach and assist PGE with its own investigation; (d) take steps to mitigate the effects and minimize the damage resulting from the Security Breach; and (e) make necessary changes to minimize the likelihood that such a Security Breach will reoccur. Contractor will pay for or reimburse PGE for all reasonable costs, losses, expenses and penalties related to a Security Breach, including without limitation, PGE’s costs of providing notices and credit monitoring. Additionally, Contractor will immediately notify PGE in the event it learns of any e-mail hacking scheme, compromised e-mail accounts, or fraudulent activity on its systems used to defraud or obtain money from Contractor customers.

13. Ownership of Services. All Services, including any and all associated deliverables and the underlying data that are created, prepared or developed pursuant to or in connection with the Agreement by Contractor and any third parties retained by Contractor in connection with the Agreement and their respective employees, directors, officers, subcontractors, or agents will become the property of PGE when prepared, whether delivered to PGE or not, and will, together with any materials furnished to Contractor by PGE pursuant to the Agreement, be delivered to PGE on request, and, in any event, on termination or final acceptance of the Services. All written deliverables prepared by Contractor and any third parties retained by Contractor in connection with the Agreement and their respective employees, directors, officers, subcontractors or agents pursuant to or in connection with the Agreement that is subject to protection under copyright laws constitutes “work made for hire,” and all such copyrights belong to PGE. Contractor hereby assigns to PGE all rights, title and interest in, to, pertaining to, or associated with such Services and associated deliverables, including but not limited to all copyrights, trade secret rights, trademark rights, inventor’s rights, rights to apply for patents, patent applications, patents, industrial design rights, and similar or equivalent rights anywhere in the world. Contractor agrees to execute all documents and provide other assistance that PGE requests for use by PGE in applying for, perfecting or enforcing intellectual property rights, including, but not limited to, the execution of any assignments and patent, trademark or copyright applications. Contractor will obtain from each individual, person or entity who participates in or contributes to the creation, preparation or development of any Services (prior to the date that such individual, person or entity commences participation in the creation, preparation or development of any Services or contributes to any Services) a written assignment from such individual, person or entity to Contractor of all intellectual property rights and other rights that such individual, person or entity may acquire in any Services, sufficient to enable Contractor to make the assignment of rights to PGE set forth in this Section 14 (Ownership of Services).

14. Infringement. In addition to any other express or implied indemnification provided by Contractor to PGE, Contractor shall indemnify, defend and hold harmless PGE, its subsidiaries and affiliated companies and their respective directors, officers, employees and agents against and from all claims, losses, costs, suits, judgments, damages and expenses, including but not limited to royalties or license fees paid or payable to a claimant and reasonable attorneys’ fees, whether

incurred at the trial or appellate level, in an arbitration, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or application), or otherwise, to the extent based on any actual or alleged infringement or misappropriation of any intellectual property right of any third party, including claims thereof pertaining to, or arising from Contractor's performance of the Services. If any portion of the Services or Contractor's equipment, material or processes are likely to become or does become the subject of a claim of infringement or misappropriation of any intellectual property right or other right of any third party, Contractor, at PGE's option, will: (a) promptly replace such Services or equipment, material or processes with substantially compatible and functionally equivalent non-infringing Services or equipment, materials or processes, (b) promptly modify such Services or equipment, materials or processes to make it non-infringing and functionally equivalent, (c) promptly procure the right of PGE to continue using such Services or equipment, materials or processes; or (d), refund all amounts paid by PGE to Contractor. Contractor's compliance with any one or more of the above enumerated remedies of this Section 15 (Infringement) does not relieve Contractor of the indemnity obligations in the Agreement or other claims for damages.

15. Indemnification: Costs Disallowed by Awarding Agency. To the extent permitted by law, in addition to any other indemnification provided for under the Agreement, Contractor shall indemnify, defend and hold harmless PGE and its affiliated companies and their directors, officers, employees and agents (hereinafter collectively "**Indemnitees**") from any and all claims, demands, suits, losses, costs, expenses, liens, encumbrances, liabilities, governmental fines and penalties and damages of every kind and description, including attorneys' fees, whether incurred at the trial or appellate level, in arbitration, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or application), or otherwise, brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Contractor and any third parties retained by Contractor in connection with the Agreement, and their respective employees, directors, officers, subcontractors or agents in the performance or nonperformance of Contractor's obligations under the Agreement. Contractor's indemnity obligation under this Section 16 (Indemnification) shall not extend to any liability to the extent caused by the negligence of any of the Indemnitees. Additionally, in the event PGE loses grant funding due to Contractor's breach of this Agreement, including but not limited to Contractor's non-compliance with federal grant contracting requirements, Contractor shall save, indemnify, defend, and hold harmless PGE from any and all claims, losses, liabilities, damages, fines, penalties (stipulated or otherwise), fees (including, but not limited to reasonable legal fees), and all other costs and expenses of whatsoever kind or nature caused by, arising out of, or in any way resulting from Contractor's breach of this Agreement.

In the event funds paid or owed to Contractor for Services are disallowed by the federal awarding agency that issued the Notice of Award, Contractor shall refund the disallowed portion to PGE, or, if the disallowed funds have not yet been paid, the disallowed portion shall be subtracted from the amount owed to Contractor.

16. Liability Insurance. Prior to starting any Services, Contractor and Contractor's subcontractors of any tier shall secure and continuously carry insurance meeting the requirements set forth in **Exhibit A** attached to the Agreement and provide PGE with evidence of such insurance. Contractor agrees to promptly provide evidence of insurance required under this Section 17 (Liability Insurance) at any time during the Term upon request by PGE or a third party engaged

by PGE to manage and administer the insurance requirements under this Section 17 (Liability Insurance).

17. **Force Majeure**. As used in the Agreement, an event of “**Force Majeure**” means an event that prevents the affected party from performing its obligations under the Agreement and is unforeseeable and beyond the reasonable control of the affected party. In no instance will the following be considered events beyond a party’s reasonable control: (a) strikes or labor disturbances involving the employees of the affected party or its subcontractors; (b) price fluctuations; (c) economic hardship; (d) normal or foreseeable climatic conditions; or (e) any failure of any equipment or materials utilized by the affected party or any subcontractor. Neither party shall be liable for delays due to an event of Force Majeure. The party incurring the delay shall within five (5) calendar days from the beginning of the delay, notify the other party in writing of the causes of the delay and its probable extent. In the event of any such delay, the required completion date may be extended by a reasonable period not exceeding the time actually lost by reason of the delay; provided, however, that if Contractor’s performance is delayed for more than thirty (30) days, PGE, may, at its option, cancel the Agreement or any affected Purchase Order by written notice to Contractor and any funds pre-paid by PGE will be refunded by Contractor within ten (10) business days of said termination. The delay shall not be the basis for additional compensation. During the period of such delay or failure to perform by Contractor, PGE may acquire substitute Services from one or more alternative sources, and in such event, there may be a proportionate reduction of the quantity of Services required from Contractor and PGE will not be liable in any way for such reductions. Notwithstanding the foregoing, (a) Contractor shall use all reasonable efforts to mitigate and ameliorate the adverse effects of the Force Majeure event, and the completion date shall not be extended pursuant to this Section 18 (Force Majeure) to the extent that such efforts, if made, would have mitigated or ameliorated such adverse effects, and (b) the completion date shall not be extended pursuant to this Section 18 (Force Majeure) to the extent that completion was due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due.

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

19. **Termination**.

A. **For Convenience**. PGE may, by delivering a written notice to Contractor, terminate the Agreement at any time without cause prior to the completion of all or a portion of the Services, in

which event Contractor shall stop work immediately and notify all suppliers and subcontractors to stop work. Upon termination for convenience, PGE's sole obligation shall be to pay Contractor, in full satisfaction and discharge of all liabilities and obligations owed to Contractor, the contracted-for price for all Services satisfactorily performed, provided that such payment amount will not include damages or anticipated profits on Services not yet performed.

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

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

In the event of a termination under this Section 20B (Termination – For Cause), Contractor shall be liable to PGE for any damages occasioned by Contractor's breach and the early termination.

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

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

To PGE: Portland General Electric Company
Attention:
121 SW Salmon Street
Portland, OR 97204
With a copy to: lgrecp@pgn.com

To Contractor: To the address shown on the Purchase Order

22. **Restriction on Publication.** No publication or advertisement concerning the Agreement, PGE or the subject matter of the Agreement may be made at any time by Contractor or its subcontractors

without prior written authorization from PGE, including but not limited to any publication or use of PGE's name or logo.

23. **Nonwaiver.** No waiver of the nonperformance or violation of any term or condition of the Agreement or any default under the Agreement should be construed to be or operate as a waiver of any subsequent nonperformance, violation, or default. No waiver of any portion of the Agreement is effective unless made in writing.

24. **Controlling Law and Venue.** THE AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. CONTRACTOR IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THE AGREEMENT AND WAIVES ANY OBJECTION THAT CONTRACTOR MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.

25. **Independent Contractor.** Contractor is acting solely as an independent contractor of PGE and nothing in the Agreement is intended to create a partnership, joint venture, or any relationship of principal-agent, employer-employee, or franchiser-franchisee between Contractor and PGE. Contractor shall be responsible for all methods, means and procedures necessary to properly complete the Services.

26. **Survival.** Any and all provisions contained in the Agreement which by their nature or effect are required or intended to be observed, kept, or performed after termination of the Agreement will survive such termination of the Agreement.

27. **Severability.** If any provisions of the Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Agreement should be construed to give effect as nearly as possible to the intent of the parties. The parties agree to work together to replace such invalid, illegal or unenforceable provision as promptly as possible with a provision that is valid, legal and enforceable.

28. **Attorneys' Fees.** In the event of any legal action arising out of or related to the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, including attorneys' fees incurred at the trial or appellate level, in an arbitration, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or application), or otherwise.

30. **Contractor Authorized Representatives.** Before starting the Services under the Agreement, Contractor shall designate a qualified individual to represent Contractor and shall inform PGE in writing of the name and address of the representative and shall provide a clear definition of the scope of his or her authority to represent Contractor, and shall specify any limitations on such authority.

31. **No Third-Party Beneficiaries.** The Agreement is intended solely for the benefit of the parties hereto. Nothing in the Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.

32. **Successors and Assigns.** The Agreement shall be binding on the parties' successors, and insofar as assignment is permitted, on the parties' assignees.

33. **Labor**. If requested by PGE, Contractor shall be aware of and familiar with all collective bargaining agreements that pertain to or affect the Services. Contractor shall conduct its operations so that its employees will harmoniously work with other workers employed at the Jobsite or on the same or related projects to ensure that there are no delays, endangerment, work stoppages, excessive labor costs or other labor difficulties.

34. **Anti-Corruption**. Contractor agrees that it, and anyone acting on its behalf, will fully comply with all applicable domestic and foreign anti-corruption and anti-bribery laws. Contractor agrees that no one acting on its behalf will unlawfully induce or influence any government official, person, or entity by offering, giving, or promising anything of value for the purpose of influencing any act, or decision or to secure an improper advantage. Contractor will not offer or accept bribes or kickbacks in any form.

35. **Supplier Code of Conduct**. Contractor is responsible for ensuring that Contractor and its employees, subcontractors, and agents comply with PGE's Supplier Code of Conduct (Code), which is available at <https://portlandgeneral.com/suppliers>. Noncompliance can result in contract termination or removal of a contractor from consideration for future business opportunities.

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

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Master Agreement as of the dates indicated below.

[CONTRACTOR NAME]

By: _____

Name: _____

Title: _____

Date _____, 20__

PORTLAND GENERAL ELECTRIC COMPANY

By: _____

Name: _____

Title: _____

Date _____, 20____

EXHIBIT A

INSURANCE REQUIREMENTS

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

A. Workers’ Compensation and Employer’s Liability Insurance

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

ii. Minimum Required Limit.

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

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

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

B. Commercial General Liability Insurance

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

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

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

iv. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents, and employees as additional insureds. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or

self-insurance maintained by such additional insured. There must not be any endorsement or modification of this insurance to make it excess over any other insurance available to such additional insured.

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

C. Automobile Liability Insurance

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

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

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

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

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

D. Professional Liability Insurance (Errors and Omission Insurance)

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

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

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

E. Pollution Legal Liability

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

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

iii. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or

self-insurance maintained by such additional insured. There must not be any endorsement or modification of the insurance to make it excess over any other insurance available to such additional insured.

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

F. Unmanned Aircraft Systems Liability

- i. Scope: PRIOR TO USING AN UNMANNED AIRCRAFT SYSTEM OF ANY KIND IN PERFORMING THE WORK UNDER THE AGREEMENT, CONTRACTOR SHALL NOTIFY PGE AND OBTAIN ITS PRIOR WRITTEN CONSENT. If an Unmanned Aircraft System is to be used in performing the Work under the Agreement, Unmanned Aircraft Systems Liability insurance coverage appropriate to cover such activities against the risk of bodily injury, trespass, invasion of privacy and property damage.
- ii. Minimum Required Limit: \$5,000,000 Each Occurrence
- iii. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or self-insurance maintained by such additional insured. There must not be any endorsement or modification of the insurance to make it excess over any other insurance available to such additional insured.

G. Aircraft Liability

i. Scope: **PRIOR TO USING AN AIRCRAFT OF ANY KIND IN PERFORMING THE SERVICES UNDER THE AGREEMENT, CONTRACTOR SHALL NOTIFY PGE AND OBTAIN ITS PRIOR WRITTEN CONSENT.** If an aircraft is to be used in performing the Services under the Agreement, Aircraft Liability insurance covering fixed wing and rotorcraft aircraft whether owned, hired or non-owned.

- ii. Minimum Required Limit: \$10,000,000 Each Occurrence
- iii. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or self-insurance maintained by such additional insured. There must not be any endorsement or modification of the insurance to make it excess over any other insurance available to such additional insured.

H. Network Security & Privacy Liability

i. Scope: If any of the Services under the Agreement involves the rendering of IT services including, but not limited to software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connecting to PGE network(s); or if Contractor in any way collects, obtains, maintains or in any way uses PGE information, PGE employee information, or PGE customer information, then Contractor shall maintain Network Security & Privacy Liability, including Technology Errors & Omissions.

- ii. Minimum Required Limit: \$5,000,000 Each Claim
- iii. Additional Insured. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds. This insurance must apply as primary insurance without any

contribution from any other insurance afforded to or self-insurance maintained by such additional insured. There must not be any endorsement or modification of the insurance to make it excess over any other insurance available to such additional insured.

I. Cargo/Transit

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

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

3. Excess or Umbrella Insurance. The required minimum limits may be met through any combination of primary and excess/umbrella insurance policies. If any excess or umbrella policy(ies) are used to meet the limit requirement in Section B and C hereunder, then such excess or umbrella policy(ies) shall also provide waivers of subrogation and additional insured status as required by any underlying policy required in this Exhibit A. Furthermore, to the extent that such excess or umbrella policies contain an "Other Insurance" clause, such clauses shall not operate to require PGE's own self-insurance or policies contribution.
4. Certificates of Insurance. Prior to commencement of any Services under the Agreement, Contractor must furnish PGE with a Certificate of Insurance evidencing compliance with these requirements. Without penalty or default, PGE has the right, but not the obligation, to prohibit commencement of any Services until such Certificate of Insurance or other evidence satisfactory to PGE is received and approved by PGE. The Certificate of Insurance must list as the certificate holder:
- Portland General Electric Company
121 SW Salmon Street
Portland, OR 97204
5. No Waiver. PGE's failure to demand the Certificate of Insurance or to identify a deficiency from the Certificate of Insurance or other evidence provided will not be deemed a waiver of PGE's rights or Contractor's obligations. Furthermore, these insurance requirements must not be construed in any manner as waiving, restricting, or limiting PGE's rights or Contractor's obligations under the Agreement.
6. Notice of Cancellation. No insurance policy may be canceled or materially modified unless Contractor or insurer(s) provide at least thirty (30) days prior written notice to PGE.
7. Failure to Maintain Required Insurance. If at any time during the term of the Agreement Contractor fails to maintain any required insurance, PGE may, at its sole discretion, either suspend the Services or terminate the Agreement.
8. Contractor Responsible for Deductibles or Retentions. With respect to any insurance required herein, Contractor must bear all costs of all deductibles or Self-Insured Retentions.
9. No Representation of Coverage Adequacy. PGE does not represent that coverage and limits required herein will be adequate to protect Contractor. Contractor remains responsible for any liability not paid by insurance.
10. Contractor's Property. Contractor is responsible for any loss or damage to its property, however caused, and any insurance covering such property will be at Contractor's expense and Contractor shall cause its insurer to waive all rights to recover any payments made from PGE, its affiliates, and their respective officers, directors, agents and employees.
11. No Violation of Insurance Policies. Contractor must not knowingly violate or knowingly permit any violation of any warranties, representations, declarations or conditions contained in the policies of insurance.

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

EXHIBIT B

FEDERAL GRANT REQUIREMENTS FOR CONTRACTORS

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. If Contractor subcontracts any Services under this Agreement upon gaining PGE consent, Contractor must take all necessary affirmative steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (v) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic Preference. To the greatest extent practicable, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Further guidance on this requirement may be found at 2 C.F.R. § 200.322.

[Insert if applicable] Conferences. All conferences organized by Contractor pursuant to this Agreement, which must be necessary and reasonable for the successful performance of the funding award, shall comply with the requirements of 2 C.F.R. § 200.432 and the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

Access Restrictions. Contractor (including its subcontractors) shall not, and shall ensure that its subsidiaries or affiliates under its control shall not, disclose any information that is not publicly available (including technical data, or any other information that is not publicly available or required to be made public under applicable law or regulation) developed under the Services with any subsidiary, affiliate, investor, supplier, licensee at any tier, vendor, or joint development partner that: (1) has a place of incorporation or a principal place of business in a Foreign Country of Risk (for entities) or (2) is a national of a Foreign Country of Risk (for individuals).

A “**Foreign Country of Risk**” is a country designated by DOE as such. Currently, the list includes Iran, North Korea, Russia, and China. The list is subject to change by DOE. Contractor shall monitor and comply with any changes.

Waste, Fraud, and Abuse. Contractor shall not be deemed in violation of any confidentiality provision contained in this Agreement if Contractor reports fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

[Insert if Contractor is a corporation/private entity] Felony Criminal Convictions Prohibited. Contractor represents and warrants that it has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

[Insert if Contractor is a corporation/private entity] Unpaid Tax Liabilities Prohibited. Contractor represents and warrants that: (a) it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, or (b) if Contractor does have any unpaid tax liability, that the unpaid Federal tax liability is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

[Insert for contracts of amounts in excess of \$150,000] Compliance with Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Contractor shall promptly report any violations to PGE and shall cooperate with PGE's reporting of such violation to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Performance of Work in the United States. All Services must be performed by persons in the United States, unless PGE and DOE grant approval to perform work overseas.

Foreign National Participation. Contractor may not use a Foreign National (defined below) for any performance of the Services without the prior written consent of PGE and DOE. If Contractor (including any of its subcontractors) anticipates involving Foreign Nationals in the performance of this award, Contractor must provide PGE and DOE with specific information about each Foreign National to ensure compliance with the requirements for Foreign National participation and access approvals. The volume and type of information required may depend on various factors associated with the award.

A "Foreign National" is defined as any person who is not a United States citizen by birth or naturalization. DOE or PGE may elect to deny a Foreign National's participation in the Services. Likewise, DOE or PGE may elect to deny a Foreign National's access to a DOE sites, information, technologies, equipment, programs, or personnel. A determination to deny participation or access is not appealable.

Debarment and Suspension. Contractor may not subcontract to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Lobbying Restrictions. Contractor shall not engage, directly or indirectly, in any lobbying or influence of congressional action on any legislation or appropriation matters pending before Congress in performance of the Services under this Agreement. **[insert and unitalic if value above \$100,000]:** *Contractor shall certify to PGE its compliance with this provision. In its certification, Contractor shall also disclose any lobbying with non-Federal funds that takes*

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Further information on this requirement can be found at 2 C.F.R. § Pt. 200, App. II.

Whistleblower Protection. All employees working for Contractor or its subcontractors, are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. Contractor shall inform its employees and subcontractors, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause in all subcontracts.

Maintenance of and Access to Records. Contractor shall cooperate and provide access to PGE and any government agency with jurisdiction to any documents, papers, or other records which are pertinent to the Notice of Award, in order to make audits, examinations, excerpts, and transcripts. Such cooperation and access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor will maintain documents related to its performance under this Agreement for not less than three (3) years after the termination of this Agreement.

Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services. Contractor shall comply with 2 C.F.R. § 200.216's prohibitions of certain telecommunications and video surveillance equipment or services in performing services under this Agreement and ensure that its subcontractors of any tier comply with the same.