



DATE: December 5, 2024
TO: Interested Firms
SUBJECT: Request for Proposal Communications

The Pacific Northwest Hydrogen Association (PNWH2) is soliciting proposals for a third-party contractor to manage Communications, Public Relations, and Marketing for PNWH2 as detailed in Section A.5.

Any award issued will be a Vendor Service Agreement with the Pacific Northwest Hydrogen Association (PNWH2). It is strongly recommended that interested firms review the RFP documents thoroughly. If, after reviewing the RFP, you determine the work is within your ability and you have an interest in submitting a response, please complete and return to the Procurement Specialist by email the attachment, "*Acknowledgement of Request for Proposal 24-CR-COMMS*" Form.

All sections and completed documents are required in order for the proposals to be determined responsive to this RFP. **ALL PROPOSALS MUST BE RECEIVED BY 4:30 PM PST ON [Wednesday, December 18, 2024](#).**

If there are any questions pertaining to the RFP, please feel free to contact the following:

proposals@pnwh2.com

Kindest Regards,
Cody Reynolds
Contracts Professional II, Energy

Attachment: Request for Proposal 24-CR-COMMS



ACKNOWLEDGMENT OF RECEIPT OF RFP COMMUNICATIONS

Please complete and return this Acknowledgement Form via email to the following person(s):

Cody Reynolds, proposals@pnwh2.com

- We **intend** to submit a proposal in response to 24-CR-COMMS

- We **do not** intend to submit a Proposal in response to 24-CR-COMMS

The name, e-mail address, and telephone number of the individual who will serve as your firm's point of contact for this RFP is provided below.

Name of Firm:		
Point of Contact:		
Phone:	Email:	
Signature:		
Name:	Title	Date



Request for Proposal

RFP No. 24-CR-COMMS	Revision No. 0	Quality Level N/A	Issued Date: December 5, 2024
Issued by: Pacific Northwest Hydrogen Association (PNWH2) 2801 George Washington Way Richland, WA 99354		Procurement Specialist: Name: Cody Reynolds Telephone Number: (509) 578-5021 Email: proposals@pnwh2.com	

Payment Terms: NET 30	Estimate Service Start Date: February 1, 2025
Due Date: <u>December 18, 2024</u>	Anticipated Contract Type: TBD

Yes No - Offeror certifies the proposal pricing includes all applicable taxes; additional taxes will not be charged with final invoice.

Offer		
We offer to sell the items (or alternate items as specified) at the prices indicated, on the terms and conditions stated and the referenced General Provisions which will be a part of any resulting contract.		
Offeror shall sign and return with the submitted response		
Firm Name	Telephone Number	Fax Number
Offer Date	Email Address	
Name	Title	
Signature		

The Pacific Northwest Hydrogen Association (PNWH2) is soliciting responses for a for the proposed PNWH2 services as detailed in Attachment A.

STATEMENT OF WORK

The attached Statement of Work titled, “STATEMENT OF WORK for COMMUNICATIONS SERVICES FOR THE PACIFIC NORTHWEST HYDROGEN ASSOCIATION” outlines the services required.

US Citizen or Valid US Green Card Holder

Seller acknowledges that only US Citizens or valid US Green Card Holders will be used in the performance of this subcontract. Use of US Green Card Holders may require additional authorization. All work must be performed in the US unless otherwise authorized.

CONTRACT CONTENTS

Each response submitted shall include a statement of acceptance for the following Vendor Service Agreement: PNWH2 Vendor Service Agreement, apply and are attached (Attachment C).

INSURANCE

As required in the referenced Attachment C - Exhibit 2, a valid insurance certificate must be provided prior to any work performed.

PERFORMANCE SCHEDULE ASSUMPTIONS

Offerors shall use the following assumptions in preparation of responses. Offerors shall provide a detailed list of all assumptions applicable to this response.

- Assume a start date of February 1, 2024

PNWH2 PROCUREMENT REPRESENTATIVE

The PNWH2 Procurement Representative, Cody Reynolds, is the sole point of contact for any communications or questions regarding this acquisition.

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE – ADVISORY AND ASSISTANCE SERVICES

- A. “Organizational conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to PNWH2 or the Government, or the person’s objectivity in performing the resulting contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. An offeror shall provide the statement described in Paragraph C of this provision. The requirements of this provision apply individually to any of the offeror’s proposed consultants or contractors that are to furnish advisory and assistant services under the resulting contract.
- C. The statement must contain the following:
 1. A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to PNWH2, the Government, or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the

services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

2. A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by Paragraph B of this provision.
- D. Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES	
Issue Request for Proposal	December 5, 2024
Question & answer period	December 5, 2024 through December 10, 2024
Answers issued no later than	December 13, 2024
Responses due	December 18, 2024
Evaluate responses	December 19, 2024 through January 2, 2025
Announce “Apparent Successful Offerors” and send notification via e-mail to unsuccessful Respondents	Tentatively January 3, 2025
Hold debriefing conferences (if requested)	Tentatively January 6, 2025 through January 17, 2025
Negotiate contract	Tentatively January 6, 2025 through January 17, 2025
Earliest date contract may be signed	January 17, 2025

SUBMISSION OF PROPOSALS

Proposals should be prepared simply and economically, and provide a straightforward, concise delineation of the information required to be furnished. Emphasis should be on completeness and clarity.

Each proposal submitted must include:

Volume I – Technical:

Technical & Management Approach

1. The Offeror shall submit a Technical Proposal that provides, but is not limited to, the offeror's approach to performance of the services outlined in the Attachment A.

Past Performance

1. Provide two (2) past performance projects within the last 5 years (Attachment D) – subcontractors' past experience in providing services of a similar nature and magnitude to their proposed services, and reference information.

Capacity of Workforce

1. Provide a description of the proposed project team structure and internal controls to be used during the project, including any subcontractors if applicable.
2. List any subcontractors you may want to include to complete your roster of services. Describe what services each would provide and their qualifications.
3. Provide a description of the offerors ability to complete the roster of services on the same or similar scopes of work occurring at the same time.
4. Provide the name and resume of the person who will be the lead contact for this project. Provide names and resumes for other involved staff, including information on that individual's particular skills, education, experience, significant accomplishments, and any other information relevant to this project.

Offeror's shall not include cost information in Volume I – Technical.

Volume II – Cost and Contractual

1. Complete Rate Spreadsheet

i. CONTRACT METHODOLOGY

- (a) Describe the method and contract type proposed for the performance of services. (examples include Time and Materials, Retainer, etc.)
- (b) Describe the value proposition for the proposed method and contract type.

ii. IDENTIFICATION OF RATES – if contracting method proposed is based on hourly rates.

- (a) Provide a list of labor categories and rates to be used on this contract. Labor categories should be inclusive of any work expected to be performed as part of performance of the services outlined in the Attachment A and not limited to Work Order 1
- (b) Provide a description of labor categories including skills and experience.

2. Complete Cost Spreadsheet (Attachment F) for Work Order 1 (Attachment E)

i. IDENTIFICATION OF COSTS

- (a) **The quotations section must clearly identify the complete, total cost for all services anticipated under the proposed contract.** Stating your commitment to stay below a maximum amount is not acceptable. Failure to clearly identify the complete, total cost may result in disqualification.
- (b) In addition to the total cost, the quote must also identify the full cost by year for each and every proposed task as identified in the scope. Each task shall be broken down by individual elements

as described below in order to allow reviewers to determine the reasonableness of the quote if proposed on a by hour basis such as time and materials.

- (c) The quote must identify the number of hours proposed, the cost per hour, and extended cost by employee or labor category as appropriate.
- (d) The quote must identify all non-labor items (including materials, equipment, supplies, other direct costs, etc.) by resource including quantities, rate, and extension, etc. as appropriate.
- (e) Costs for work to be completed by subcontractors must be separately and clearly identified. Note if any subcontractors are certified small businesses (SB) – including the distinct subsets of veteran-owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), HUBZone small businesses, small disadvantaged businesses (SDB) (including ANC and Indian tribes), nonANC Indian tribes, women-owned small businesses (WOSB), and the AbilityOne Program (AOP). Please note, this project is federally funded; therefore, all subawards must comply with federal regulations. If you plan to subcontract work, clearly identify the work intended to be subcontracted and the related cost. However, you are not allowed to select or enter into any contract with any subcontractors until you have reviewed all state and federal requirements.
- (f) Contractors are required to collect and pay state and federal taxes as applicable. All Taxes, duties, tariffs and other government fees are required to be listed separately.
- (g) Contractors are required to include all travel costs. Included costs shall be in compliance with Federal Travel Regulations. Travel should include a detailed estimate by trip indicating origin, destination, purpose of travel, number of trips and number of travelers.
- (h) Contractors are required to include all indirect costs as applicable. Contractors should clearly identify how any included indirect cost is applied.
- (i) Contractors must identify contingency for the total costs. Contractors should describe the methodology, basis, and justification for the contingency value.
- (j) All quoted costs must be fully inclusive amounts. This includes all costs associated with the particular staff that will be assigned to the project, all administrative costs, all non-labor costs, all travel costs, and any other applicable fees necessary for and/or incidental to the performance of the contract. The quote must include the total, complete cost of tasks identified in the scope.

3. Completed Certifications and Assurance form (Attachment G) including any proposed modifications to the draft services contract or NDA (Attachment B & C)

PROPOSALS MUST BE RECEIVED BY 4:30 PM PST ON [December 18, 2024](#), and shall be valid for a minimum of **90 days.**

Responses are to be submitted via Email to proposals@pnwh2.com with a subject line that includes the words "Response to RFP 24-CR-COMMS"

CONTRACT AWARD

PNWH2 reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms possible. PNWH2 reserves the right to contact Respondents for clarification of its Response.

The Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Response. The Response will become a part of the official procurement file on this matter without obligation to PNWH2.

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the example contract and its general terms and conditions attached as Attachment B. In no event is a Respondent to submit its own standard contract terms and conditions in response to this solicitation. The Respondent may submit proposed edits as allowed in the Certifications and Assurances section, Attachment G to this RFP. PNWH2 will review requested edits and accept or reject the same at its sole discretion.

PNWH2 may:

- A. Reject any or all proposals;
- B. Request clarification of minor irregularities, informalities or apparent clerical mistakes;
- C. Waive minor irregularities, informalities or apparent clerical mistakes in offers received
- D. Accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the proposal;
- E. Award multiple contracts as a result of this solicitation;
- F. Reject a proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than prices for some items and prices which are significantly overstated in relation to prices for other items, and if there is a reasonable doubt that the proposal will result in the lowest overall price to PNWH2 even though it may be the lowest evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment;
- G. Conduct site visits to the home or field offices of offerors determined to be in the competitive range (offerors will be notified with the date and time of arrival, an outline of the duration of the visit and any assistant/information required);
- H. Require oral presentations from any or all offerors, determined to be in the competitive range (offerors will be notified of the time and place for such presentation);
- I. Request oral and/or written discussions;
- J. Determine a competitive range, including all proposals that are judged to have a reasonable chance of being selected for award, and negotiate with all offerors within it. (In the event a competitive range is determined, it will be based solely on PNWH2's judgment, and Best and Final Offers will be requested at the conclusion of negotiations);or
- K. Negotiate only with a single offeror to further reduce the price paid if, in the judgment of PNWH2 after a review of the technical and price offers, only one offeror has a reasonable chance of being selected for award.
- L. Funding is fully obligated for this action. However, contract award is subject to Availability of Funds at the time of award.

ENCLOSURES

- Attachment A – Statement of Work
- Attachment B – Vendor Services Agreement
- Attachment C – Nondisclosure Agreement
- Attachment D – Past Performance Questionnaire
- Attachment E – Work Order 1
- Attachment F – Cost Estimate Worksheet
- Attachment G – Certifications and Assurances
- Attachment H – Evaluation Basis

STATEMENT OF WORK
for
**COMMUNICATIONS SERVICES FOR THE
PACIFIC NORTHWEST HYDROGEN
ASSOCIATION**

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SECTION A. STATEMENT OF WORK

A.1. BACKGROUND

In order to fulfill the Pacific Northwest Hydrogen Association (PNWH2) mission and responsibilities, we are looking to partner with a full service Communications, Public Relations, and Marketing Team Contractor also referred to herein as “Applicant” who shares the same vision for our Association and has the necessary experience required to reach our goals. What we are looking for is an organization with the ability to integrate communications with development and with other organizational functions and strategy. First and foremost, our desired Applicant will have exceptional Operations Management, Business Services, and Mission Support skills. Additionally, we seek an Applicant familiar with processes and procedures related to working with non-profit organizations and multiple international businesses and their communications teams. Specifically, our desired Applicant will have a history of working with businesses in the fields of renewable energy, government relations, construction logistics and production, industrial H2, transportation, agriculture, and institutionalizing hydrogen. We desire an applicant who will assist with marketing and branding, website development, integration, and maintenance regional & national media engagement.

The Applicant shall implement the objectives of the PNWH2 Board of Directors as it relates to the PNWH2 funded Hydrogen Hub Cooperative Agreement with the Department of Energy. The Applicant is expected to work with PNWH2 during the following all phases of the DOE Award. The expected time frame could be for up to eight years, however the solicitation and contract will be for an initial 2-year period, with the ability to extend for additional periods.

A.2. SCOPE/OBJECTIVES

The Pacific Northwest Hydrogen Association (PNWH2) is soliciting responses for a contractor to support PNWH2 with communications, public relations, and marketing. The contractor will work at the direction of PNWH2 staff.

A.3. PNWH2 PROJECT OVERVIEW

The Pacific Northwest Hydrogen Association (PNWH2) is a multi-state nonprofit coalition of public and private partners planning to create a hydrogen network in the Pacific Northwest, called the Pacific Northwest Hydrogen Hub, to develop and bring to market clean hydrogen power solutions that can help us meet the nation’s clean energy goals. The coalition includes the states of Washington, Oregon and Montana, and representatives from Tribal Nations, labor, business and industry, higher education, government, and the environmental community spanning the region.

A.4. STANDARDS AND EXPECTATIONS

The contractor will perform work in accordance with the following expectations and measures.

A.4.1. Timeliness

The contractor provides each deliverable when due. If the contractor has raised a schedule risk sufficiently early and seeks to apply corrective actions to avoid delay, PNWH2 may authorize a change to the scheduled due date for that deliverable.

A.4.2. Completeness

Each deliverable is complete (e.g., free of placeholders) unless agreed to in advance by PNWH2 (e.g., for an early draft) and meets document quality standards.

A.4.3. Quality

Each deliverable must meet the following quality standards:

- reflects applicable guidance
- covers content in level of detail commensurate with its importance to the analysis
- appropriately addresses all comments provided on the prior iteration and does not repeat previously identified errors
- provides attribution and appropriately cites all sources relied upon to prepare the analysis
- free of typographical, editorial, and grammatical errors (e.g., sentence fragments, incorrect punctuation, misspelled words, incorrect spacing, and inconsistent capitalization)

A.4.4. Readability

Each document that will ultimately be released to the public, including earlier deliverables, must be written in a manner that they can be understood by the general public and present as though it was prepared by a single author.

A.4.5. Format

The contractor will prepare meeting agendas and summaries in Microsoft Word format. Unless otherwise directed, other deliverables submitted for review by PNWH2 or DOE must be provided in the following formats as appropriate:

- PDF files with line numbers but no track changes displayed, accompanied by a comment matrix (Microsoft Word or Excel) in which reviewers can cross-reference the line numbers
- Microsoft Word files with no track changes that match the PDF files listed above
- PDF files with track changes displayed for ease of reviewing changes since the last submitted version of the deliverable

A.4.6. Acceptance

PNWH2 maintains ultimate authority to review and modify the content of deliverables prepared by the contractor and submitted to PNWH2 or DOE. All deliverables will be considered accepted unless otherwise communicated by PNWH2 within 3 business days after the scheduled due date for comments or concurrence.

A.5. TASK DESCRIPTIONS

The contractor is responsible for providing all services (tasks and deliverables) included in this statement of work unless specifically stated as the responsibility of another party. The contractor shall provide all labor, equipment, and materials to manage, coordinate, and complete the work in accordance with the standards and expectations listed in Section A.4. Unless otherwise stated, days refer to business days excluding federal holidays.

A.5.1. Creative and Content Provider

The objective of this task is to provide the following:

- *Educational content for policymakers and community members (fact sheets, overview decks, talking points, etc.)*
- *Hub messaging development and refinement*
- *Video, photography, and infographics for use across Hub social media channels*

A.5.2. Regional and National Media Engagement

The objective of this task is to provide the following:

- *Media strategy development*
- *Proactive media outreach to national, trade, and regional media outlets*
- *Spokesperson media preparation*
- *Reactive media engagement*
- *Reporter relationship management*
- *Press material development, including press releases and bylined articles*
- *Tracking and flagging media coverage*

A.5.3. Social Media Engagement

The objective of this task is to provide the following:

- *Social Media strategy and calendar for the year*
- *Posting across PNWH2 social channels to promote Hub events, media coverage, announcements, partner news, etc.*
- *Engagement with stakeholders, including reporters, community members, and policy makers on PNWH2 social channels*
- *Providing social posts to PNWH2 leadership team to promote Hub news across their LinkedIn channels*
- *Alerts to developing reputational issues on social and active response management*

A.5.4. Stakeholder Newsletter

The objective of this task is to provide the following:

- *Updated newsletter template for different audiences*
- *Newsletter databases management and hygiene*
- *Email contact list management*
- *Quarterly newsletter content development and publication*

A.5.5. Website Maintenance

The objective of this task is to provide the following:

- *Ongoing updates to webpages, including building our new project pages as needed, updates to pages, community calendar maintenance, and content refinement*

A.5.6. Hub and Regional Events

The objective of this task is to provide the following:

- *Webinar management, including spokesperson prep, visuals, promotion, and follow-up*
- *Onsite event support, including talking points for Hub executives and staffing interviews*
- *Collateral development for Hub events, including banners and giveaways*
- *Media engagement and onsite support at events*

A.5.7. Strategic Account Management and Agency – Client Communication

The objective of this task is to provide the following:

- *Strategic counsel*
- *Project management, Quarterly measurement of earned media, social media, webinar, website, and newsletter metrics*
- *Quarterly report-outs to the PNWH2 board and communications committee*

A.5.8. Website Functionality/New Development

The objective of this task is to provide the following:

- *Adding dynamic calendar of events functionality to existing platform, technical and interface requirements, presentation design, user roles, testing, and launch*
- *Design and development of project presentation pages and templates*

A.6. CONSULTATIONS AND OTHER TASKS

Additional tasks may be added to the scope of work so that the Contractor may assist PNWH2 in other communications, public relations, and social media tasks.



VENDOR SERVICES AGREEMENT

THIS VENDOR SERVICES AGREEMENT (this “**Agreement**”) is made on this [] day of [], 2024 (the “**Effective Date**”) by and between Pacific Northwest Hydrogen Association, a Washington non-profit corporation (“**PNWH2**”) and [] , a [] (“**Vendor**”). PNWH2 and Vendor may each be referred to herein as a “**Party**”, and collectively as the “**Parties**”.

BACKGROUND

The Parties desire for Vendor to perform certain work and/or services for PNWH2 in connection with an award, by the Department of Energy (“**DOE**”) to PNWH2 pursuant to of the DE-FOA-0002779 Bipartisan Infrastructure Law Regional Hydrogen Hub program (hereinafter, the “**DOE Award**”), pursuant and subject to the terms of this Agreement.

NOW, THEREFORE, the Parties hereto, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. SERVICES; POLICIES; GOVERNMENT CONTRACTS

1.1 Under this Agreement, Vendor shall perform the work and/or services set forth in individual work orders (each, a “**Work Order**”, and together, the “**Work Orders**”), which Work Orders shall be substantially in the form attached hereto as Exhibit A (collectively, the “**Services**”).

1.2 Vendor will be responsible for overall management and performance of the Services, but shall perform the Services in consultation with, and at the direction of, PNWH2. It shall be Vendor’s sole and exclusive responsibility to obtain all necessary licenses and/or permits and to comply with all laws, codes, rules and regulations in performing the Services.

1.3 Vendor will report directly to PNWH2’s Executive Director and Board of Directors, or such other individuals that the Executive Director or Board of Directors may designate in writing.

1.4 Vendor acknowledges and agrees that any individuals provided by Vendor and performing the Services shall be an employee of Vendor, and not that of PNWH2, for all purposes of this Agreement and for all applicable legal requirements. Vendor acknowledges and agrees that it will be responsible for the payment of all wages due to any of its employees or other persons performing the Services, and withholding and payment of all applicable income, social security and any other related taxes in connection therewith.

1.5 Vendor agrees to comply with all of PNWH2’s policies set forth on Exhibit B hereto and any other policies that PNWH2 may adopt or become subject to from time to time (collectively, the “**Policies**”) and shall be bound by such Policies with the same force and effect as if fully set forth herein. This Agreement and any Work Orders shall take precedence and prevail over any conflicting or inconsistent provisions set forth in the Policies.

1.6 Vendor acknowledges that PNWH2 is or may be a U.S. government contractor, and is a potential recipient of federal funding under the DOE Award. Consequently, PNWH2 may be required to include in its agreements with vendors (including this Agreement) certain government contracting provisions, certifications, and representations that may impose obligations on its contractors (and their subcontractors, if any) that are consistent with the obligations imposed on PNWH2 in its agreements with federal, state, or local governments or agreements with entities receiving funding from federal, state, or local governments (collectively with the DOE Award, “**Government Contracts**”). If Vendor performs the Services for PNWH2 under any Government Contracts, Vendor will comply with the government contracting obligations and terms set forth in the Policies and any other Federal,

state or local laws or provisions applicable to the Services. Upon notice to Vendor that PNWH2 is bound by such Government Contracts, including the any Standard Terms and Conditions, Award Specific Terms and Conditions, or any similar written requirements in connection with the DOE Award (the “**Flow-Down T&Cs**”), at PNWH2’s election, such Flow-Down T&Cs shall be automatically incorporated herein by reference (in whole or in part) as of such date notice is given. Any breach by Vendor of the terms of the Flow-Down T&Cs shall be a breach of this Agreement. Additionally, PNWH2 may require Vendor to provide certain supplemental representations and certifications as may be necessary or required in connection with the Government Contracts.

2. COMPENSATION AND PAYMENT

2.1 Rates. Services will be provided on a fixed fee basis or a time and materials basis subject to a fee cap, as specified in the applicable Work Order (the “**Compensation**”). Services provided on a time and materials basis shall be at the rates set forth in Exhibit C or as reflected in the applicable Work Order. Such rates may only be adjusted upon written modification of Exhibit C or the applicable Work Order and signed by an authorized PNWH2 representative. Any attempt to alter rates, charges and other fees in any document other than as provided for in this Agreement, or an amendment to this Agreement, signed by an authorized representative of PNWH2 shall be void and non-binding on PNWH2.

2.2 Payment Terms. Vendor shall invoice PNWH2 for all work performed hereunder after the completion of such work. All invoices shall include a reasonable description of the Services covered, the hourly time spent (billed in quarter hour increments) and supporting documentation. Vendor shall include with the invoice an itemization of any reimbursable expenses as provided for hereunder, and reasonable documentation, such as receipts, evidencing such expenses. Invoices shall be deemed received one (1) business day after proper submission in accordance with PNWH2’s payment Policies. Payments, including any partial payments of undisputed amounts, shall be remitted electronically to Vendor within thirty (30) days of PNWH2’s receipt of a proper invoice to an account designated by Vendor in accordance with PNWH2’s payment Policies. PNWH2 reserves the right to reject any invoice that is not submitted in accordance with PNWH2’s payment Policies. No term or condition of any invoice shall be binding upon PNWH2, and PNWH2 hereby objects to any terms inconsistent with or additional to the terms and conditions of this Agreement. Any invoice submitted more than ninety (90) days following delivery of the Services with respect to a particular Work Order will be rejected. The Compensation shall be Vendor’s entire and exclusive payment for all Services rendered hereunder.

2.3 Disputed Charges. If there is a good faith dispute with regard to a portion of an invoice, PNWH2 will provide Vendor with written notice detailing the dispute (a “**Dispute Notice**”) within sixty (60) days of receipt of the applicable invoice. If PNWH2 provides Vendor with a Dispute Notice, then PNWH2 will also withhold the disputed amount and will pay the undisputed portion as provided for in this Agreement. Vendor will continue to perform the Services under this Agreement pending final resolution of any dispute hereunder, unless otherwise requested by PNWH2 in writing. In no event nor for any reason shall Vendor discontinue or suspend performance under any Work Order, or any portion thereof, or perform any action that prevents, slows down, or reduces in any way such performance or PNWH2’s ability to conduct its business or business activities, unless: (a) authority to do so is granted by PNWH2 in writing or conferred by a court of competent jurisdiction; or (b) the Term (as defined below) has been terminated or expired pursuant to Section 3 hereof.

2.4 Expenses. Vendor may be entitled to reimbursement for reasonable travel and other work-related out-of-pocket expenses incurred in the performance of the Services. All such expenses must be (i) contemplated by this Agreement and any applicable Work Order, (ii) submitted and approved in accordance with PNWH2’s expense reimbursement Policies, and (iii) pre-approved in writing, in advance by an authorized representative of PNWH2. Travel will be reimbursed in accordance with the Federal Travel Regulations. Lodging, meals and incidental expenses shall not exceed the per diem rates established by the U.S. General Services Administration (“**GSA**”). Per diem rates can be found at www.gsa.gov. Charges that are over the allowed per diem rate will not be reimbursed unless Vendor provides written justification therefor in the expense report and such charges are accepted by PNWH2 in writing.

Receipts showing full payment are required for all items, excluding GSA approved per diem rates for meals and incidental expenses in excess of \$25.

2.5 Taxes. Each Party shall be responsible for any taxes, tariffs or fees based on its income or receipts and for personal property taxes on property it owns or leases, for franchise, privilege or other taxes, tariffs or fees imposed on its own business or resulting from its own business activities. For the avoidance of doubt, Vendor shall be responsible for all taxes on the Compensation. Vendor shall promptly apply any PNWH2 provided tax exemption or resale certificates or forms that have been provided to Vendor. The Parties agree to cooperate with each other on matters related to taxes, fees or surcharges arising from this Agreement. If PNWH2 is required by law to make any deduction, withholding or payment on account of any taxes in any jurisdiction in respect of any amounts payable hereunder to Vendor, PNWH2 shall make the payment net of any such deductions or withholdings as required by law. In connection with such deductions or withholdings, PNWH2 and Vendor agree to file, or provide each other with, any tax claims, forms, affidavits, declarations or other like documents which the relevant Party has reasonably requested to enable a claim to be made under any applicable double taxation convention to reduce or eliminate any deduction or withholding required by law from any payment hereunder. If applicable, upon written request, PNWH2 shall provide evidence to Vendor of any such withholding or deduction.

2.6 Set-Off. PNWH2 shall have the right to recover any and all damages suffered by it or owed to it by Vendor hereunder by all means available to it at law or in equity, including, without limitation, by setoff against any amounts owed by PNWH2 to Vendor.

3. TERM AND TERMINATION

3.1 Subject to the terms and conditions herein, this Agreement shall commence on the Effective Date and shall continue for three (3) years (the initial term and all renewal terms, if any, collectively, the “*Term*”). This Agreement shall automatically renew for successive periods of one (1) year unless prior written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the then current Term. Notwithstanding the foregoing, this Agreement shall continue to govern any outstanding Work Orders until their expiration or termination.

3.2 Either Party may cancel or terminate a Work Order(s) or this Agreement as a whole, without liability, by giving written notice of breach or default if the other Party (a) becomes insolvent, unable to pay debts when due, or the subject of bankruptcy proceedings not terminated within thirty (30) days of any filing, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for substantially all of its property, or (b) breaches or defaults on its obligations under this Agreement and fails to cure the breach or default within ten (10) days after receipt of written notice thereof. In the event that a breach by PNWH2 relates to non-payment under a specific Work Order, Vendor’s termination rights under this Section 3.2 shall extend only to the Work Order affected by such breach.

3.3 PNWH2 may terminate this Agreement and/or any Work Order, with or without cause or for convenience, upon at least thirty (30) days’ prior written notice to Vendor. In addition to the foregoing, PNWH2 may immediately terminate this Agreement in the event PNWH2 elects to withdraw from negotiations for the DOE Award or the DOE determines not to grant Vendor the DOE Award.

3.4 In addition to the termination rights of PNWH2 set forth herein, PNWH2 shall have the termination rights set forth in the Flow-Down T&Cs. By way of example, if PNWH2 terminates the Flow-Down T&Cs with Vendor pursuant to the terms thereof, PNWH2 shall have the right to terminate this Agreement at the same time as termination of the Flow-Down T&Cs.

3.5 Provided that Vendor is not then in breach of this Agreement, PNWH2 shall pay Vendor for all Services performed and approved by PNWH2 under an applicable Work Order throughout the date of termination,

other than such items that are subject to a good faith billing dispute or dispute regarding deficiencies related to the Services. Notwithstanding the foregoing, if PNWH2 terminates this Agreement for breach by Vendor that is not cured in accordance with Section 3.2, such termination shall not prejudice any other remedies available to PNWH2 under this Agreement or applicable law.

- 3.6 Upon the expiration or termination of this Agreement for any reason, Vendor shall promptly:
- 3.6.1 deliver to PNWH2 all deliverables (whether complete or incomplete) under any Work Order;
 - 3.6.2 provide reasonable cooperation and assistance to PNWH2 in transitioning the Services to an alternate service provider;
 - 3.6.3 on a pro-rata basis, repay any fees and expenses paid in advance for any Services that have not been provided;
 - 3.6.4 return to PNWH2 (or, if so requested by PNWH2, destroy) all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on PNWH2's Confidential Information (as defined below);
 - 3.6.5 permanently erase all of PNWH2's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery or information technology backup systems, which it shall destroy upon the normal expiration of its backup files; and
 - 3.6.6 certify in writing to PNWH2 that it has complied with the requirements of this clause.

3.7 In no event shall PNWH2 be liable for any termination costs arising from the expiration or termination of this Agreement, other than as expressly set forth herein.

3.8 Without limiting the foregoing, on termination of this Agreement for any reason, Vendor shall use commercially reasonable efforts to cooperate with PNWH2 to accomplish an orderly transfer of the operation and management of the Services to a party designated by PNWH2 and deliver to PNWH2 (and to any other party as designated by PNWH2) the following regarding the Services:

- 3.8.1 any balance or monies of PNWH2 held by Vendor, to be delivered immediately on such termination;
- 3.8.2 all original books and records, contracts, leases, licenses, drawings, plans, keys, supplies, receipts for deposits, unpaid bills, on and offsite inventory, data and all computer databases for all information related to the Services in the Vendor's possession, and other papers or documents which pertain to the Services, immediately on the termination; and
- 3.8.3 all payments, invoices, notices, or other communications or deliveries received by Vendor regarding the Services.

4. VENDOR PERSONNEL; INDEPENDENT CONTRACTORS

4.1 All of Vendor's employees, agents, independent contractors and subcontractors (collectively, "**Vendor Personnel**") shall possess the training, education, experience, license, certifications and skill reasonably

necessary to perform the Services. Vendor will comply with the requirements described in this Agreement and any Work Order in relation to the suitability of Vendor Personnel performing the Services.

4.2 This Agreement is intended to create an independent contractor relationship between the Parties for purposes of Federal, state and local law. Nothing in this Agreement will be construed or implied to create a relationship of agency, partners, affiliates, joint employers, or joint venturers. Neither Party will have the power or authority to act for the other in any manner or to create obligations or debts which would be binding on the other. Neither Party will be responsible for any obligation of the other or be responsible for any act or omission of the other. Neither Vendor, nor any Vendor Personnel, are entitled to any benefits to which PNWH2 employees may be entitled or as otherwise required by law. PNWH2 will not withhold any taxes from any amounts payable to Vendor under this Agreement and will not make any FICA or other contributions on behalf of or for the benefit of Vendor or any Vendor Personnel. Vendor shall indemnify PNWH2 for any and all claims relating to such taxes. PNWH2 will provide Vendor with a Form 1099 or other appropriate form reporting Compensation paid to Vendor under this Agreement.

5. CONFIDENTIALITY

5.1 Confidential Information. PNWH2, its agents or representatives (each, a “**Disclosing Party**”) may from time to time during the Term disclose to Vendor certain information regarding the Disclosing Party’s business, that (a) is in tangible form marked as “confidential” or “proprietary” or with a similar legend; (b) is in intangible form that is designated by the Disclosing Party as confidential at the time of disclosure; or (c) based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential (collectively, “**Confidential Information**”). Notwithstanding anything in this Agreement to the contrary, the term “Confidential Information” shall not include any information that: (i) is or becomes generally known to the public other than as a result of a disclosure in breach of this Agreement; (ii) is rightfully in the possession of Vendor prior to disclosure by the Disclosing Party; (iii) is received by Vendor in good faith and without restriction from a third party having the right to make such disclosure and not under a confidentiality obligation to the Disclosing Party; or (iv) is independently developed by Vendor without reference to the Confidential Information of the Disclosing Party, which such development is demonstrated by written or recorded documentation.

5.2 Use and Disclosure. Vendor shall, at all times, both during the Term and thereafter so long as such information continues to meet the definition of Confidential Information, keep all Confidential Information of the Disclosing Party confidential and shall not disclose, or permit any third party or entity access to the Confidential Information, or use the Confidential Information for purposes other than as contemplated under this Agreement, without prior written permission of the Disclosing Party. Subject to the foregoing and to the extent otherwise permitted under this Agreement, Vendor may disclose the Disclosing Party’s Confidential Information to third parties, provided, that, (i) such disclosure is necessary to perform obligations or exercise under this Agreement, (ii) Vendor has advised such parties of their obligation to keep Confidential Information confidential, (iii) such parties are bound by confidentiality provisions at least as restrictive as those included herein, and (iv) Vendor remains responsible for the acts and omissions of such parties. If Vendor is required by applicable law, regulation, regulatory authority, legal process (including an order of a court or governmental agency) or the rules of a recognized stock exchanges to disclose any Confidential Information received hereunder (each, a “**Required Disclosure**”), then Vendor must first provide (i) the Disclosing Party with prompt written notice of the Required Disclosure (if it is legally able to do so) in order for the Disclosing Party to, at its sole cost and expense, seek an appropriate protective order, or other remedies and/or waive compliance with the terms of this Agreement, and (ii) reasonable assistance to the Disclosing Party in opposing the Required Disclosure, seeking a protective order, or other limitations on disclosure. If, after providing such notice and assistance, Vendor remains obligated to disclose any Confidential Information, Vendor may only disclose that portion of the Confidential Information that is specifically required by the Required Disclosure. For purposes of this Agreement, (i) “**Affiliate**” means, with respect to any legally recognizable entity, any other entity that, directly or indirectly Controls, is Controlled by or is under common Control with such specified entity, and (ii) “**Control**” (including, with correlative meanings, the terms “Controlling”, “Controlled by” and “under

common Control with”) means, as to any entity, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

5.3 Nothing in this Agreement shall prohibit Vendor from disclosing any trade secret (i) in confidence to a Federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5.4 Safeguards. Vendor shall take industry standard and commercially reasonable measures to safeguard Confidential Information from unauthorized use, access, disclosure, or other processing.

5.5 Equitable Relief. The Parties acknowledge that use or disclosure of any Confidential Information of the Disclosing Party in a manner inconsistent with this Agreement may give rise to irreparable injury to the Disclosing Party or to third parties who have entrusted information to the Disclosing Party, and such disclosure may be inadequately compensable in damages. In addition to any other legal remedies that may be available at law or in equity, the Disclosing Party is entitled to seek equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information without posting a bond.

6. INDEMNIFICATION

6.6 Vendor (in such capacity, the “*Indemnifying Party*”) at its expense, agrees to defend, indemnify and hold harmless PNWH2, its parents, Affiliates, subsidiaries and each of their respective officers, directors, employees, members, managers and agents (in such capacity, collectively, the “*Indemnified Party*”), from and against any third party claim, action or investigation (including all costs, expenses, losses, and reasonable attorneys’ fees) (collectively “*Claims*”) against the Indemnified Party based on or arising out of or from: (i) the Indemnifying Party’s negligent acts or omissions in performance under this Agreement, including, without limitation, which cause personal injury or property damage; (ii) the breach or inaccuracy by the Indemnifying Party of any of its obligations, covenants, representations or warranties as set forth in this Agreement, including, without limitation, any Work Orders, (iii) the Indemnifying Party’s violation of applicable law, (iv) any claim that any person employed or contracted by the Indemnifying Party is an employee of the Indemnified Party, and not the Indemnifying Party, or that such person is entitled to any compensation or other benefits from the Indemnifying Party, and/or (v) any acts by any person employed or contracted by the Indemnifying Party outside of the scope of authority granted herein or in any Works Orders.

6.7 The Indemnifying Party’s legal liability to the Indemnified Party for any of the matters contained herein, including without limitation, the indemnification obligations set forth in this Section 6, shall not be limited by the insurance policies required hereunder or the recovery of any amount thereunder. The indemnification provided under this Section 6 shall supplement, and not supersede or replace, any protection or rights that may be afforded to the Indemnified Party under any insurance policies maintained by the Indemnified Party that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder.

6.8 The Indemnified Party agrees to notify the Indemnifying Party in writing of any claim, to permit the Indemnifying Party, if requested by the Indemnified Party, to defend, compromise or settle the claim and to provide reasonably available information and assistance regarding such claim; provided, that, (i) if the Indemnifying Party fails to promptly retain defense counsel for any such claim, the Indemnified Party may, at the Indemnifying Party’s expense, retain its own defense counsel and defend against such claim; (ii) the Indemnifying Party’s choice of defense counsel shall be subject to the prior approval of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed; (iii) the Indemnifying Party shall not enter into a settlement of any such claim without the Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, unless such settlement (a) is solely for monetary payment by the Indemnifying Party or a third-party, (b) contains an explicit and complete unconditional release of the Indemnified Party, and (c) does not

impose any liability or obligation on the Indemnified Party and does not materially prejudice the Indemnified Party's rights in any way.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 THE LIMITATIONS DESCRIBED IN SECTION 7.1 ABOVE SHALL NOT APPLY TO: (I) A PARTY'S VIOLATION OF APPLICABLE LAW; (II) A PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); (III) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (IV) CLAIMS RELATING TO PROPERTY DAMAGE OR PERSONAL INJURY; OR (V) A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. VENDOR REPRESENTATIONS AND WARRANTIES

8.1 Vendor represents and warrants that (i) it has the right and power to enter into and fully perform the obligations it has undertaken in this Agreement and each Work Order, (ii) it is not under any obligations, contractual or otherwise, to any other entity or person that might conflict, interfere, or be inconsistent with any of the provisions of this Agreement, and (iii) it shall comply in all material respects with all applicable laws, rules and regulations necessary for it to perform its obligations under this Agreement, including the Services.

8.2 Vendor warrants and guarantees that all Services shall be performed to PNWH2's reasonable satisfaction and, at PNWH2's request, shall re-perform at its sole cost and expense all Services unsatisfactory to PNWH2.

8.3 Vendor warrants that its Vendor Personnel will perform the Services (i) using the degree of skill, care, and judgment consistent with customarily accepted good business practices; (ii) in accordance with professional standards of the industry for performing such Services, or services of a similar kind and nature; and (iii) in accordance with all standards for performance of the Services established by PNWH2 or as are otherwise mandated by the Government Contracts. Whether the Services provided by Vendor conform with the standards set forth in this Section shall be determined solely by PNWH2 in its reasonable discretion. Vendor warrants that it will not act in a manner, which, in PNWH2's reasonable opinion, has or is likely to have a material adverse effect on PNWH2's business, operations or reputation.

8.4 Vendor represents and warrants that, in performing the Services, it has or shall obtain all necessary licenses, registrations and/or permits and it will comply with all codes, laws, rules and regulations related to the performance of the Services hereunder. Vendor warrants that, at all times during the performance of this Agreement, Vendor and all Vendor Personnel will be properly licensed or authorized by all appropriate governmental and regulatory bodies to lawfully perform the Services.

8.5 Vendor represents and warrants that it is aware of and familiar with the provisions of the improper, illegal and corrupt payment laws of the United States, and analogous laws that are applicable to such laws, including, without limitation, laws implementing the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, as these laws may be amended or interpreted from time to time (the "**Corrupt Payment Laws**") and their purposes. Vendor further represents and warrants that, since the beginning of the contractual relations with PNWH2, it has not taken, and undertakes that it will not take, any action or make any payment in violation of, or which might cause Vendor or PNWH2 to be in violation of, the Corrupt Payment Laws. Vendor represents and warrants that it will not, directly or indirectly, in connection with this Agreement or any Work

Order, influence any act or decision of any official, agent, employee, representative, political party, party official, or candidate in their official capacity.

8.6 Vendor acknowledges additional representations and warranties may be included in the Flow-Down T&Cs.

9. INTELLECTUAL PROPERTY AND TECHNICAL RIGHTS

9.1 Vendor represents and warrants that: (i) none of the Services, deliverables or use thereof as contemplated hereunder infringes, misappropriates, violates or interferes with any intellectual property or contractual rights or other proprietary rights of any third party, including those rights under copyright, trademark, trade secret or patent law, or moral rights; (ii) all Services and deliverables shall constitute work made for hire by Vendor and/or others for PNWH2 and at PNWH2's commission, and PNWH2 shall be considered the author for purposes of copyright and exclusively owns all copyrights in the deliverables; and (iii) Vendor hereby irrevocably transfers and assigns to PNWH2 (and its successors and assigns) all of its right, title and interest in and to all deliverables, including, but not limited to, copyrights, trade secrets, patents, trademarks and other intellectual property or proprietary rights (such as any moral rights) pertaining to such deliverables held by Vendor and not already owned by PNWH2 (as a work for hire or otherwise), whether now known or hereafter to become known, in perpetuity on a worldwide basis.

9.2 Any notes, reports, speeches, presentations, graphics, books, pamphlets, inventions, designs, photographs, software, original tracings of plans, technical specifications and all other data, reports and written material developed, conceived, discovered or obtained by Vendor in connection with the performance of the Services shall be delivered to PNWH2 upon the earlier of development or discovery of such materials or completion of the Services, and shall be the sole property of PNWH2 (subject to any rights the Federal government might have pursuant to the DOE Award or any Government Contracts), and may be copied and used by PNWH2 in such manner as it may desire. PNWH2 shall have all rights to copyrights, trademarks, patents, trade secrets, know-how and all other intellectual property rights respecting such materials, and they shall be deemed works made for hire.

9.3 Vendor agrees to execute such documents and take such other actions as may be reasonably requested by PNWH2 to carry into effect the purpose and intent of this Section, including in connection with seeking patents or copyrights, both during and subsequent to the term of this Agreement.

10. INSURANCE

10.1 Insurance. Vendor shall comply with PNWH2's insurance requirements set forth in Exhibit D hereto.

11. MISCELLANEOUS

11.1 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Washington without regard to conflict of laws principles.

11.2 Disputes; Arbitration; Venue; Waiver of Jury Trial.

11.2.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, or interpretation thereof, shall first, upon written request of one of the Parties to the other, be subject to negotiations by the Parties in an attempt to resolve and settle such dispute, claim or controversy. If negotiations do not result in settlement within thirty (30) calendar days upon notification by one of the Parties to the other pursuant to the foregoing sentence, the Parties shall resolve the dispute, controversy or

claim arising out of or relating to this Agreement, or the breach thereof, or interpretation thereof, by confidential and binding arbitration to be held in Seattle, Washington, administered under the Rules of Commercial Arbitration of the American Arbitration Association (“AAA”) then in effect. Arbitration proceedings shall be in English. There will be three (3) arbitrators. Each Party will select one arbitrator. The selection will be made and communicated to the other Party and to the AAA administrator in writing within thirty (30) days of the filing of the demand for arbitration with the AAA. The third arbitrator will be appointed by the first two (2) arbitrators within thirty (30) days of the appointment of the second (2nd) of the first two (2) arbitrators. In the event they fail to do so within said thirty (30) days, the AAA shall appoint the third (3rd) arbitrator. All three (3) arbitrators shall be impartial and independent and shall serve as neutral arbitrators, and shall be knowledgeable with respect to the matters to be arbitrated. If the AAA should declare the office of any arbitrator vacant, the vacancy shall be filled, unless the Parties otherwise agree, by an appointment made by the same Party who appointed the arbitrator who is being replaced. If such Party fails to do so within thirty (30) days of such vacancy being declared, the AAA shall select the replacement arbitrator on behalf of such Party.

- 11.2.2 Each Party shall bear its costs and expenses, including attorneys’ fees, incurred in connection with such arbitration, except that the fees of the arbitrators and the AAA shall be shared evenly by the Parties. The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrators shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this subsection shall be construed as precluding the bringing an action to seek injunctive relief for breach of any of the confidentiality obligations set forth in Section 5 hereof.
- 11.2.3 If for any reason this arbitration clause becomes not applicable or if the Parties are seeking injunctive or equitable relief as provided above, then each Party submits to the exclusive jurisdiction and venue of the Federal or state courts located in Seattle, Washington and each Party agrees not to institute any such action or proceeding in any other court in any other jurisdiction. Each Party expressly, irrevocably and unconditionally waives any objection that it may now or hereafter have to personal jurisdiction in the Federal or state courts located in Seattle, Washington, or to the laying of venue of any action or proceeding arising out of or relating to this Agreement in the courts referred to in this Section.
- 11.2.4 EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW RULE OR REGULATION. FURTHER, EACH PARTY ACKNOWLEDGES THAT SUCH PARTY IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

11.3 Waiver. No failure or delay on the part of any Party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.

11.4 Further Assurances. Each Party to this Agreement will, at the request of the other Party and without charge (provided that the cost to the providing Party is reasonable under the circumstances), execute and deliver all such further instruments and documents as may be reasonably requested to further confirm, carry out and otherwise accomplish the intent and purpose of this Agreement.

11.5 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the Parties, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.

11.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement shall be effective unless in writing signed by the Parties.

11.7 Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and shall be deemed to be properly given when (i) personally delivered to the person identified in this Section 11.7, (ii) two (2) days after a Party deposits same in first class certified U.S. mail, postage prepaid, addressed to the other Party at the address set forth in this Section 11.7, or (iii) one (1) business day after a Party deposits same for overnight delivery with a nationally recognized overnight courier service, addressed to the other Party at the address set forth in this Section 11.7, provided such notice, demand, request or communication is not returned to the sender as being undelivered.

If to Vendor:

[]

Attn.: []

If to PNWH2:

Pacific Northwest Hydrogen Association
9805 NE 116th Street, Ste. 7447
Kirkland, WA 98034
Attn.: Jaclyn Perez
Email: jaclyn.perez@pnwh2.com

With a copies to (which copy shall not constitute notice):

Atkins Energy Federal EPC
2801 George Washington Way
Richland, WA 99354
Attn.: Cody Reynolds
Email: cody.reynolds@atkinsrealisusn.com

And

Holland & Knight LLP
787 Seventh Avenue, 29th Floor
New York, NY 10019
Attn: Aaron Goldberg

Email: aaron.goldberg@hklaw.com

11.8 Subcontractors. Vendor shall not subcontract this Agreement to any third party without (i) the prior written agreement of the proposed subcontractor to be bound by the provisions of this Agreement, and (ii) with respect to any proposed subcontractor that would perform any component of the Services for Vendor, the prior written consent of PNWH2. Notwithstanding any such subcontract, Vendor shall not be relieved of its performance or obligations under this Agreement. Vendor shall be solely responsible for each subcontractor's full and timely performance, and the acts and omissions of each subcontractor shall be deemed and treated as the acts and omissions of Vendor itself. Vendor shall also be solely responsible for compensating any subcontractor. Upon request, Vendor shall provide to PNWH2 a list of all subcontractors, including the scope of each subcontractor's services for Vendor, the location from which each subcontractor's services are provided, and any other information reasonably requested by PNWH2.

11.9 Headings. The section headings of this Agreement are intended for reference only and do not affect the meaning or interpretation of this Agreement.

11.10 Nonexclusive Agreement. It is expressly understood and agreed that this Agreement does not grant Vendor any exclusive privileges or rights, and PNWH2 may contract with other vendors for the procurement of comparable services. PNWH2 makes no guarantee or commitment for any minimum or maximum amount of Services hereunder.

11.11 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, representatives and permitted assigns.

11.12 Counterparts. This Agreement and each Work Order hereunder may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Electronically transmitted signatures (including via facsimile or electronically scanned transmission) shall have the full force and effect of an original signature.

11.13 Survival. The provisions of this Agreement and including those in any applicable Exhibits to this Agreement that, by their sense and context, are intended to survive performance by either or both Parties shall also survive the completion, expiration, termination or cancellation of this Agreement including without limitation, Sections 5 (Confidential Information), 6 (Indemnification), and 7 (Limitation of Liability), 8 (Vendor Representations and Warranties), 9 (Intellectual Property and Technical Rights), 11.1 (Governing Law), 11.2 (Disputes; Arbitration; Venue; Waiver of Jury Trial), and 11.18 (Records and Inspection).

11.14 Force Majeure. No Party (a "**Frustrated Party**") shall be liable to another Party (a "**Non-Frustrated Party**") for any failure to perform or delay in performance of its obligations under this Agreement to the extent caused by acts outside the reasonable control of the Frustrated Party, including but not limited to: acts of God, flood, earthquake, other natural disasters, strikes, fire, explosion or accident, riots, insurrection, war, terrorist attack, epidemic, pandemic, a government-declared state of emergency and any resulting government orders restricting business activity generally (each, a "**Force Majeure Event**"). The preceding sentence only shall relieve the Frustrated Party from its obligations herein if the Frustrated Party shall have taken reasonable actions to anticipate and avoid the occurrence of the Force Majeure Event. The Frustrated Party shall promptly notify the Non-Frustrated Party of the nature and extent of the Force Majeure Event, once known, and shall promptly implement a plan to mitigate the impact of the Force Majeure Event. The Frustrated Party's relief under this Section 11.14 shall remain in place only so long as the Force Majeure Event continues unmitigated; provided, that, if a delay or suspension of performance by the Frustrated Party exceeds thirty (30) days, then the Non-Frustrated Party shall have the right to terminate this Agreement by delivering written notice of termination specifying the date of termination.

11.15 Order of Precedence. In the event of a conflict between the terms and conditions in this Agreement and any Exhibits or Work Orders hereto, the terms and conditions of this Agreement shall control, except to the extent that specific language in an Exhibit or Work Order executed by an authorized representative of each of the Parties expressly states that it supersedes particular language in this Agreement.

11.16 Assignment. Neither this Agreement, nor any of the rights and obligations hereunder, may be assigned or delegated by Vendor without the prior written consent of PNWH2. PNWH2 may freely assign this Agreement at any time. For purposes of the foregoing, a change in control or ownership (whether resulting from a merger, sale or otherwise) shall be deemed an assignment hereunder. Any assignment or delegations in violation of this Section 11.16 shall be deemed null, void and of no force or effect.

11.17 No Third-Party Beneficiaries. Except for the indemnification obligations as provided for herein, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.18 Records and Inspection. Vendor shall create and maintain at its principal business offices and preserve for a period of five (5) years following termination of this Agreement, or such longer period as may be required by law or any Government Contracts, full, complete and accurate records of its business conducted under this Agreement. Such records shall be available for inspection and copying by PNWH2 from time to time upon PNWH2's request. PNWH2 shall have the right to conduct periodic audits upon reasonable notice to Vendor of all such records related to Vendor's obligations under this Agreement, either directly or through its authorized representative.

[signature page follows]



IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

PACIFIC NORTHWEST HYDROGEN []
ASSOCIATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

(Template Work Order)

WORK ORDER #__

Pacific Northwest Hydrogen Association (“**PNWH2**”) and [] (“**Vendor**”) have entered into that certain Vendor Services Agreement, dated as of [] (the “**Agreement**”), relating to the provision of Services (as defined in the Agreement) by Vendor. This Work Order (“**Work Order**”) is made and effective as of [] (“**Work Order Effective Date**”) pursuant to the terms and conditions of the Agreement. In the event of an explicit conflict or inconsistency between the Agreement and this Work Order, the Agreement will control.

Services to be performed: []

Location of performance: []

[Compensation:

Number of Vendor Personnel	Service Rate	Service Expenses	Service Start Date
		hour	

AND/OR

Compensation:

Describe Materials/Equipment	Quantity	Price	Shipping/Delivery Date]

Term: Subject to the terms and conditions of the Agreement, this Work Order shall commence on the Work Order Effective Date and shall continue until [], unless and until terminated in accordance with the terms of Section 3 of the Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Work Order to be executed by their duly authorized officers as of the Work Order Effective Date. In the case of electronic signature, each party agrees the electronic signature is the legal equivalent of a manual signature for this Work Order. Electronically transmitted or electronically executed signatures (including via facsimile or electronically scanned transmission) shall have the full force and effect of any original signature. The parties consent to the use of a third-party service for purposes of electronically signing this Work Order and agree to be bound by electronic signature.

PACIFIC NORTHWEST HYDROGEN []
ASSOCIATION

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B

POLICIES

[list PNWH2 applicable policies]

EXHIBIT C

WORK AND RATES

[describe specific services/rates]

EXHIBIT D

PNWH2 INSURANCE REQUIREMENTS

1. Vendor shall, at its sole cost, maintain no less than the following insurance in full force and effect during the term of this Agreement:
 - a. Commercial General Liability. Independent Contractor's Liability; Completed Operations; Product Liability; Contractual Liability; Personal Injury; and Property Damage. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury (BI) and property damage (PD) per occurrence.
 - b. Automobile Liability. Covering all owned, hired or non-owned vehicles, including the loading or unloading thereof, with limits no less than One Million Dollars (\$1,000,000) combined single limit of liability for Automobile Bodily Injury, Personal Liability and Automobile Property Damage for each occurrence.
 - c. Worker's Compensation. Statutory benefits as required by state where work is being performed, and Employer's Liability Insurance at a limit of not less than One Million Dollars (\$1,000,000) for all damages arising from each accident or occupational disease.
 - d. Technology Errors and Omissions Liability. Covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction, and including coverage for introduction of a computer virus onto, allowing unauthorized access to, denial of service, or otherwise causing damage to, a computer, computer system, network, or similar computer-related property and the data, software and programs used thereon, as well cyber liability and privacy, in an amount of at least One Million Dollars (\$1,000,000) per occurrence. Coverage will include intentional or unintentional disclosure of private personal or corporate information. Liability will also include the cost of regulatory action defense and fines/penalties, privacy breach notification, fraud monitoring, and public relations expenses, whether computer-related or not. These amounts will not be sublimited, nor will costs be limited to those mandated by statute or regulation.
 - e. Crime Insurance (also known as Employee Dishonesty insurance/ Fidelity Bond). In an amount of not less than One Million Dollars (\$1,000,000) per occurrence covering all Vendor Personnel and including coverage for cybercrime and privacy breaches and a PNWH2's property endorsement or insuring agreement specifying that employee theft coverage extends to PNWH2's property in the event of any theft of PNWH2's money or property, or money or property of other persons for which PNWH2 is responsible. Verification that PNWH2 has been included as a joint loss payee under the policy must be provided.
 - f. Umbrella Excess Liability. Coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence.
 - g. Professional E&O Coverage. Professional errors and omissions policy with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
2. All such insurance shall be carried with companies rated A-, VII or better by AM Best, or otherwise reasonably satisfactory to PNWH2, licensed to do business in the jurisdiction where the Services are to be performed, and such insurance policies shall name PNWH2 and its parents, Affiliates and subsidiaries and its and their officers, directors, members, managers, employees and agents as additional insured parties on a primary and noncontributory basis. All Vendor's policies of insurance required hereunder shall waive any rights of subrogation against PNWH2. Vendor shall provide for thirty (30) days prior written notice to PNWH2 of any cancellation of coverage, and Vendor shall promptly notify PNWH2 of any nonrenewal or material change that



would cause Vendor to no longer comply with the requirements of this Exhibit D. No policy required hereunder may exclude coverage for claims occurring in the United States or any other jurisdiction where Services will be provided hereunder. Vendor's insurance obligations hereunder and Vendor's insurance policy amounts or limitation shall in no way restrict or reduce any indemnification obligations contained elsewhere in this Agreement.

3. Vendor agrees that PNWH2 may, from time to time during the term of this Agreement, require that additional insurance be obtained and maintained in amounts reasonably related to the scope and the nature of the Services to be performed under this Agreement or required by any landlord, customer, Government Contract, or other party which may require PNWH2 to require insurance of its vendors.
4. Vendor shall not commence Services under this Agreement until it has obtained all insurance required hereunder and provided evidence of such coverage on an ACORD COI or equivalent. Vendor shall not allow any subcontractor to commence Services until such subcontractor has obtained all insurance required under this Exhibit D, nor shall Vendor make any other arrangement with anyone for the performance of any Services contemplated hereby which does not embody the substance of these provisions concerning insurance protection for PNWH2. Renewal certificates of insurance must be filed prior to policy expiration so that a current certificate is on file with PNWH2 at all times during the term of this Agreement.



PACIFIC NORTHWEST HYDROGEN ASSOCIATION

FORM OF MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this “**Agreement**”), effective as of the date set forth on the signature page hereto (the “**Effective Date**”), is entered into by and between Pacific Northwest Hydrogen Association, a Washington nonprofit corporation (“**PNWH2**”), and the counterparty identified on the signature page hereto (the “**Recipient**” and, together with PNWH2, the “**Parties,**” and each, a “**Party**”).

In connection with a proposed hydrogen project to be located in the Pacific Northwest region of the United States of America (the “**Recipient Project**”), the Recipient has requested that PNWH2 provide the Recipient with funding for the Recipient Project in connection with the funding by the United States Department of Energy (the “**DOE**”) of a proposed hydrogen hub in the Pacific Northwest (the “**Purpose**”) under the U.S. Department of Energy’s Regional Clean Hydrogen Hubs Funding Opportunity, announced in DE-FOA-0002779 (the “**USDOE H2 Hub Program**”) for which PNWH2 was selected as the recipient for such funding.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, the Parties agree as follows:

1. **Confidential Information.** “**Confidential Information**” means all non-public, proprietary or confidential information disclosed by either Party (a “**Disclosing Party**”) to the other Party (a “**Recipient**”) or its affiliates, or to any of such Recipient’s or its affiliates’ employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, “**Representatives**”), in oral, visual, written, electronic, or other tangible or intangible form, whether disclosed before or after the Effective Date and that, if disclosed in writing or other tangible form, is clearly labeled as “confidential,” or if disclosed orally, is identified as confidential when disclosed and within 15 days thereafter, is summarized in writing and confirmed as confidential, and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing (“**Notes**”); *provided, however*, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient’s or its Representative’s breach of this Agreement; (b) is obtained by Recipient or its Representative on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) Recipient establishes by documentary evidence was in Recipient’s or its Representative’s possession before receiving such information from Disclosing Party; (d) Recipient establishes by documentary evidence was or is independently developed by Recipient or its Representative without the use of or reference to any Confidential Information, or (e) to the extent communicated to PNWH2 or its representative, (i) is in a written form and is not expressly and clearly marked “confidential”, or (ii) is conveyed orally and is not subsequently expressly and clearly identified in writing as “confidential”, or (iii) is in any form and is otherwise subject to disclosure pursuant to the Washington Public Records Act (defined below).

2. **Recipient Obligations.** Except as required by applicable federal, state, or local law or regulation, including Chapter 42.56 of the Revised Code of Washington (the “**Washington Public Records Act**”), Recipient shall:

- (a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to Disclosing Party's detriment;

(c) not disclose any such Confidential Information to any person or entity, except to Recipient's Representatives who:

(i) need to know the Confidential Information to assist Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under this Agreement;

(ii) are informed by Recipient of the confidential nature of the Confidential Information; and

(iii) are subject to confidentiality duties or obligations to Recipient substantially similar to the terms and conditions of this Agreement; and

(d) be responsible for any breach of this Agreement caused by any of its Representatives.

Notwithstanding anything herein to the contrary, to the extent the Recipient is PNWH2 or its Representative, the Recipient understands and acknowledges that the information communicated may be subject to disclosure under the Washington Public Records Act. If PNWH2 or its Representative receives a public records request for Confidential Information that is subject to an exemption from disclosure under the Washington Public Records Act, PNWH2 shall take commercially reasonable precautions to withhold such information from disclosure. To the extent that PNWH2 receives a public records request for Confidential Information that PNWH2 does not intend to withhold pursuant to any exemption, PNWH2 shall use commercially reasonable efforts to provide the Disclosing Party notice, if permissible by law. PNWH2 and its Representatives shall have no liability to the Disclosing Party for the release of any information provided to it to the extent PNWH2 complies with this Section 2 and it or its Representative releases such information pursuant to the Washington Public Records Act.

3. Additional Confidentiality Obligations. Except as required by applicable federal, state, or local law or regulation, including the Washington Public Records Act, or otherwise as mutually agreed in writing by the Parties, neither Party shall itself disclose, nor permit any of its Representatives to disclose to any person:

(a) that the Confidential Information has been made available to it or its Representatives, or that it has inspected any portion of the Confidential Information; or

(b) any details of any matters that are being discussed or negotiated in relation to the Confidential Information or the Purpose.

4. Required Disclosure. Except as otherwise required by law, any disclosure by Recipient or its Representatives of any of Disclosing Party's Confidential Information under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") shall be subject to the terms of this Section. Before making any such disclosure, Recipient shall provide Disclosing Party with:

(a) prompt written notice of such requirement so that Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Recipient remains subject to a Legal Order to disclose any Confidential Information, Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of Recipient's legal counsel, such Legal Order specifically requires Recipient to disclose and, on Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

5. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at Disclosing Party's written request, Recipient and its Representatives shall promptly return to Disclosing Party all copies, whether in written, electronic, or other form or media, of Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to Disclosing Party that such Confidential Information has been destroyed. In addition, Recipient shall also destroy all copies of any Notes created by Recipient or its Representatives and certify in writing to Disclosing Party that such copies have been destroyed. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information that are stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire on the second anniversary of the date on which 100% of the funding in connection with the Purpose has been disbursed by the DOE. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of two years from the date of such expiration or termination, even after the return or destruction of Confidential Information by Recipient, except that Recipient's duties with respect to Confidential Information received from the Disclosing Party that remains in the possession of Recipient or its Representative and is specifically identified as trade secret shall survive the expiration or termination of this Agreement, and shall continue for as long as the information continues to meet the definition of trade secret.

7. No Representations or Warranties. Neither Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to Recipient hereunder. Neither Disclosing Party nor any of its Representatives shall be liable to Recipient or any of its Representatives relating to or resulting from Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

8. No Transfer of Rights, Title, or Interest. Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to Recipient or any of its Representatives.

9. No Other Obligation. The Parties agree that neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically

agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

10. Remedies. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

11. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Washington. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in the city of Seattle and County of King, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document by mail to such Party's address set out herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date received by email (with confirmation of transmission and receipt from recipient); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set out on the signature page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

14. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. Assignment. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and

void. No assignment shall relieve the assigning Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall 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.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of [___], 20__.

PACIFIC NORTHWEST HYDROGEN ASSOCIATION

a Washington nonprofit corporation

By: _____

Name: Jaclyn Perez

Title: PNWH2 Operations Director

Address:

9805 NE 116th Street, Ste. 7447

Kirkland, WA 98034

COUNTERPARTY

[_____]

By _____

Name:

Title:

Address:

[_____]

Attachment E : Past Performance Questionnaire	
Client Name:	
Complete Address:	
Contract number or other reference:	Date of Contract:
Date Work Began:	Date Work was Completed:
Initial Contract Price:	Final Contract Price:
Technical Point of Contact (name, title, address, telephone no., and email address)	Contracting Point of Contact (name, title, address, telephone no., and email address)
Location of Work (country, state or providence, city)	
Description of contract work. Describe nature and scope of this work. Provide a detailed explanation demonstrating relevance of the contract to the requirement of this solicitation.	
Name(s) of subcontractor(s) used, if any, and description of the extend of work performed	



WORK ORDER 1: COMMUNICATIONS SERVICES FOR THE PACIFIC NORTHWEST HYDROGEN ASSOCIATION YEAR 1

In Accordance with this solicitation, the following constitutes the Request for Work Order Proposal (RWOP) for the COMMUNICATIONS SERVICES FOR PACIFIC NORTHWEST HYDROGEN ASSOCIATION PROJECTS contract.



SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS:

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services and otherwise do all things necessary for, or incident to, the performance of work as described in this Work Order.

TYPE OF CONTRACT: [FILL IN]

STATEMENT OF WORK:

The propose of this work order is to authorize the Communication Services Plan in accordance with Attachment A – Statement of Work for the period of February 1, 2025 to January 31, 2026.

The contractor shall complete the SOW:

- A.5.1. – Creative and Content Provider
All applicable actions shall be completed as described in Attachment A – Statement of Work
- A.5.2. – Regional and National Media Engagement
All applicable actions shall be completed as described in Attachment A – Statement of Work
- A.5.3. – Social Media Engagement
All applicable actions shall be completed as described in Attachment A – Statement of Work
- A.5.4. – Stakeholder Newsletter
All applicable actions shall be completed as described in Attachment A – Statement of Work
- A.5.5. – Website Maintenance
All applicable actions shall be completed as described in Attachment A – Statement of Work
- A.5.6. – Hub and Regional Events
All applicable actions shall be completed as described in Attachment A – Statement of Work
- A.5.7. – Strategic Account Management and Agency – Client Communication
All applicable actions shall be completed as described in Attachment A – Statement of Work
- A.5.8. – Website Functionality/New Development
All applicable actions shall be completed as described in Attachment A – Statement of Work

The contractor shall provide all applicable deliverables associated with these tasks in the Statement of Work in compliance with the Standards and Expectations.



**Cost Estimate Worksheet
(see separate file)**



CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the Response to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the Response are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Response.
3. The attached Response is a firm offer for a period of 60 days following receipt, and it may be accepted by PNWH2 without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this Response, I/we have not been assisted by any current or former employee of the PNWH2, or its Agent (AtkinsRealis) whose duties relate (or did relate) to this Response or prospective contract, and who was assisting in other than his or her official capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that PNWH2 will not reimburse me/us for any costs incurred in the preparation of this Response. All Responses become the property of PNWH2, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Response.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Respondent or to any competitor.
7. I/we agree that submission of the attached Response constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition.
9. I/we grant PNWH2 the right to contact references and others, who may have pertinent information regarding the Respondent's prior experience and ability to perform the services contemplated in this procurement.

I/We have reviewed the Contract and General Terms and Conditions and I/we: *(check one)*

- are** submitting proposed Contract edits. If proposed Contract edits are being submitted, I/we have attached them to this form.
- are not** submitting proposed Contract edits. *(Default if neither are checked.)*

On behalf of the organization submitting this Response my signature below attests to the accuracy of the above statements as well as my authority to bind this organization.

Signature

Printed Name and Title

Date



EVALUATION AND BASIS FOR AWARD

PNWH2 will evaluate proposals submitted in response to this Request for Proposal (RFP) and plans to award a subcontract to the supplier whose proposal represents the **Best Value offer(s)** to PNWH2 on the basis of adequacy of response and feasibility of approach to **the criteria outlined in the Statement of Work**, specifically:

- a) Technical & Management Approach
- b) Past Performance
- c) Capacity of Workforce

1. BASIS FOR AWARD

Award will be made to the qualified, responsive, and responsible supplier whose evaluated proposal provides the best value to PNWH2. Evaluation factors other than cost or price, when combined, are significantly more important than cost or price. Best value will be determined by a tradeoff analysis of comparative differences in the value of technical merit with differences in cost / price. PNWH2 is more concerned with obtaining superior technical and management features than with making an award at the lowest overall cost / price.

2. SOURCE SELECTION DECISION

Suppliers' initial proposal should contain the supplier's best terms from a price, quality, and technical standpoint. Upon receipt of proposals, PNWH2 may contact suppliers with a request for clarifications, if required. Once clarifications are received, proposals shall be screened for responsiveness. Only proposals determined to be responsive shall be evaluated using the methodology described in this document.

3. EVALUATION FACTORS / SUBFACTORS / CRITERIA

In evaluating a Supplier's proposal, a numerical scoring system shall be utilized. Each Supplier shall receive a final technical score based on the evaluation criteria and scoring system for each of the evaluation factors. PNWH2 will then compare the Suppliers' criteria scores and evaluated prices as it conducts its Best Value Trade Off Analysis.

3.1 Supplier Responsiveness (Not Rated)

Immediately after receipt, the proposal packages will be screened for "Supplier Responsiveness," ensuring that the mandatory requirements are satisfied. A proposal will be considered "responsive" if the proposal is in compliance with all the requirements as outlined in the RFP.

PNWH2 reserves the right to consider any proposal "non-responsive" and reject it, in total or in part, with or without prior discussion with the Supplier, if the proposal:

- a) is not submitted in the format specified in the RFP or does not include all of the information requested by PNWH2;
- b) is not in accordance with the instructions contained in the RFP;
- c) contains irregularities of any kind; or,
- d) is submitted by a Supplier who does not meet the minimum qualifications.

Proposals found to be "non-responsive" will be eliminated from further consideration. Mandatory requirements are as follows:

Supplier Responsiveness	Evaluation
Supplier provided a complete proposal in the required format with all the required documentation (including all signatures), as defined in the Request for Proposal (RFP) Instructions for Proposal Preparation and as stated above.	<input type="checkbox"/> YES <input type="checkbox"/> NO
Supplier outlined a minimum of five (5) years' experience in providing communications support services similar to the complexity required PNWH2.	<input type="checkbox"/> YES <input type="checkbox"/> NO
Supplier provided two (2) references with contact information applicable to the size and complexity of this procurement within the past five years. If applicable, Suppliers may provide the experience or past performance of a parent, affiliated or predecessor company (including Joint Venture prime partner companies and/or a parent or affiliated company) that is being otherwise proposed. The firm's proposal must demonstrate past performance criteria is met.	<input type="checkbox"/> YES <input type="checkbox"/> NO

3.2 Weighted Evaluation Criteria

Only proposals that are determined to be “responsive” and meet the mandatory requirements will be distributed for evaluation. The following criteria will be used for evaluation purposes:

Evaluation Factors	Description	Relative Importance
Factor 1: Organizational Ability	Subfactor 1 – Relevant Experience	30 points
	Subfactor 2 – Past Performance	
	Subfactor 3 – Capacity of Workforce	
Factor 2: Technical Capability	Subfactor 1 – Technical Understand of Requirements	70 points
	Subfactor 2 – Work Order Implementation and Management	
	Subfactor 3 – Qualifications of Personnel	
	Total	100 points

3.3 Evaluation Criteria

3.3.1 FACTOR 1: Organizational Ability (Maximum 20 Points)

In evaluating each Supplier’s overall capability to perform the work required by this RFP, the evaluation will consider both the total relevant domain experience, project management abilities, and staffing plan to supply the required capabilities and services. It will also consider the relevance of past performance of similar contracts. Evaluation will be based on the information conveyed in the Supplier’s proposal as well as from references and previous contracts. To determine if a Supplier possesses the professional ability to perform the work described in this RFP, the following will be considered:

Subfactor 1: - Relevant Experience (Maximum 10 points)

The Supplier shall demonstrate that a capable and technically diverse organization exists to meet the expectations of this subcontract, including the Program Leader, key technical leadership personnel, teaming and supporting personnel with experience in their respective fields, as applicable. Evidence provided in the Supplier’s proposal as well as input from references from former clients and previous contracts will be considered. The proposal shall be scored according to the following standards:

Documentation provided by the Supplier must include a summary of former clients of similar size, scale, and complexity.

Subfactor 1: Relevant Experience (Maximum 10 points)	
Points	Description
10 points	Exceeds Expectations – Supplier’s core abilities exceed the amount of required capabilities and has demonstrated success in complex projects whereby multiple disciplinary skills are used simultaneously to meet customer requirements. Proposal provides a substantial understanding and knowledge of the scope and complexity of the technical requirements
7 points	Meets Expectations – Supplier’s core abilities satisfy most of the required capabilities and has demonstrated success projects whereby there are small teams required to interact to meet customer requirements. Proposal provides some understanding and knowledge of the scope, and complexity of the technical requirements. Any weaknesses or deficiencies are potentially correctable.

3 points	Partially Meets Expectations – Supplier is capable of satisfying a nominal amount of the required capabilities and has demonstrated success projects whereby employees individually contribute to meet customer requirements. Proposal minimally meets expectations in the understanding and comprehensive knowledge of the scope, and complexity of the technical requirements. Any weaknesses or deficiencies are not easily correctable.
0 points	Below Expectations – Supplier is not capable of satisfying stated requirements.

Subfactor 2: Past Performance (Maximum 10 points)

Past performance is a measure of the degree to which a Supplier has satisfied its customers (including PNWH2, if applicable) in the past. The evaluation team will contact select Supplier’s references to ask if: (1) the Supplier delivered a quality work product compliant with the customer’s requirements; (2) the Supplier’s performance conformed with the terms and conditions of its contract, including the delivery schedule and budgeted time/cost; (3) the Supplier was reasonable and cooperative during performance and committed to customer satisfaction; and (4) the Supplier’s team has consistently provided staff with relevant knowledge, skills and abilities.

Documentation provided by the Supplier must include a minimum of two (2) Supplier’s references (with contact information), description of past performance and summary of communications services provided. Documentation provided by the Supplier must be included the proposal.

Subfactor 2: Past Performance (Maximum 10 points)	
Points	Description
10 points	Exceeds Expectations – Supplier received excellent reviews on past performance as described above from clients similar to PNWH2. The Supplier has demonstrated the ability to successfully estimate, staff (no gaps in coverage), manage, and oversee the work to completion and ensure the highest quality end-product is delivered on-time, budget, and within the established scope statements.
7 points	Meets Expectations – Offeror received good reviews as described above. The Offeror has demonstrated the ability to estimate, staff with small gaps in coverage (less than 80%), manage, and oversee the work to completion and ensure a quality end-product is delivered on-time, budget, and within the established scope statements with no rework of technical deliverables required other than to address comments from reviewers.
3 points	Partially Meets Expectations - Offeror received satisfactory reviews as described above. The Offeror has demonstrated some cost, schedule, and performance leading to gaps in coverage of staff (less than 50%). The need to rework technical deliverables due to quality concerns.

0 points	Below Expectations - Supplier did not receive good reviews from references.
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Subfactor 3: Capacity of Workforce (Maximum 10 points)

Supplier’s proposal shall provide evidence that the suppliers and its subcontractors workforce is sufficient to deliver the required services given the significant demand that this and other similar scopes of work are expected to have. Supplier shall document the capability to meet project deliverable due dates.

Documentation provided by the Supplier must include a summary of technical qualifications via resumes or CVs that include at a minimum education level and years of experience.

Subfactor 3: Capacity of Workforce (Maximum 10 points)	
Points	Description
10 points	Exceeds Expectations - Supplier’s capabilities exceed all requirements in the SOW. No significant weaknesses or deficiencies are identified. The proposal clearly conveys a thorough breadth and depth of technical understanding in implementing multiple task orders simultaneously.
7 points	Meets Expectations – Supplier’s capabilities meet most requirements in the SOW at a minimum addressing abilities to meet task requirements. Any weaknesses or deficiencies are potentially correctable. The proposal conveys a technical understanding in implementing multiple task orders simultaneously.
3 points	Partially Meets Expectations - Supplier’s capabilities satisfies some of the requirements in the SOW. Any weaknesses or deficiencies are not easily correctable. The proposal demonstrates a technical understanding in implementing multiple task orders simultaneously.
0 points	Below Expectations - Supplier did not receive good reviews from references.

3.3.2 FACTOR 2: Technical Capability (Maximum 70 points)

The technical evaluation will consider the breadth and depth of the Supplier’s overall capability to perform the scope of work required by this RFP. The evaluation will consider professional expertise, qualifications, project management, staffing, and project planning. Evaluation will be based on the information conveyed in the Supplier’s proposal. To determine if a Supplier possesses the technical ability to perform the work described in this RFP, the following criteria will be evaluated:

Subfactor 1: Technical Understanding of Requirements (Maximum 25 points)

(Reference Statement of Work)

The Supplier’s proposal must clearly convey an overall understanding of the scope and complexity of the technical requirements for this effort. The Supplier’s proposal must clearly demonstrate agility to implement multiple Task Orders simultaneously and show a comprehensive knowledge and understanding of the various processes, procedures, and professional standards required to perform the work as specified.

The Supplier must clearly convey in their proposal, the capabilities to provide support.

Documentation shall include, in detail, how the Supplier’s technical response to the SOW addresses all the required technical areas for the implementation of managing multiple Task Orders.

Subfactor 1: Technical Understanding of Requirements (Maximum 25 points)	
Points	Description
25 points	Exceeds Expectations - Supplier’s capabilities exceed all requirements in the SOW. No significant weaknesses or deficiencies are identified. The proposal clearly conveys a thorough breadth and depth of technical understanding in implementing multiple task orders simultaneously.
18 points	Meets Expectations – Supplier’s capabilities meet most requirements in the SOW at a minimum addressing abilities to meet task requirements. Any weaknesses or deficiencies are potentially correctable. The proposal conveys a technical understanding in implementing multiple task orders simultaneously.
8 points	Partially Meets Expectations - Supplier’s capabilities satisfies some of the requirements in the SOW. Any weaknesses or deficiencies are not easily correctable. The proposal demonstrates a technical understanding in implementing multiple task orders simultaneously.
0 points	Below Expectations - Supplier is not capable of satisfying stated requirements.

Subfactor 2: Implementation and Management (Maximum 20 points)

The Supplier must convey they have a sound plan and experience to conduct and complete the work scope including a comprehensive, detailed, and realistic schedule and that they possess the ability to successfully manage and oversee the work to completion and ensure a quality end product is delivered on time and within the established scope statement.

Documentation provided by the Supplier must include detailed scheduling, labor categories, and estimated hours.

Subfactor 2: Implementation and Management (Maximum 20 points)	
Points	Description
20 points	Exceeds Expectations – Supplier’s capabilities exceed all requirements to the work scope. No significant weaknesses or deficiencies are identified. The proposal clearly conveys a sound and thorough plan and schedule that demonstrates achievability of the work scope; the Supplier demonstrates the ability to successfully manage and oversee the work to completion and ensure the highest quality end product is delivered on time and within the established scope statement.
13 points	Meets Expectations – Supplier is capable of meeting all stated requirements to the work scope. Any weaknesses or deficiencies are potentially correctable. The proposal demonstrates achievability of the work scope; the Supplier demonstrates the ability to manage the work to completion and ensure a quality end product is delivered and within the established scope statement.
7 points	Partially Meets Expectations – Supplier is capable of satisfying some stated requirements of the work scope. Any weaknesses or deficiencies are not easily correctable. The proposal satisfies the work scope; the Supplier is capable of managing the work.
0 points	Below Expectations - Supplier is not capable of satisfying stated requirements.

Subfactor 3: Qualifications of Personnel (Maximum 25 points)

Supplier’s proposal shall provide evidence that available in-house and subcontractor staff are exceptionally qualified to deliver the required services, based on education, professional credentials, and experience. Supplier shall document capabilities of key in-house technical staff or subcontractors, as appropriate, in each technical area.

Documentation provided by the Supplier must include a summary of technical qualifications via resumes or CVs that include at a minimum education level and years of experience.

Subfactor 3: Qualifications of Personnel (Maximum 25 points)	
Points	Description
25 points	Exceeds Expectations – Supplier’s capabilities exceed all requirements in personnel qualifications. No significant weaknesses or deficiencies are identified. Supplier demonstrates a high level of staff qualification, as evidenced by education and professional credentials.
18 points	Meets Expectations - Supplier is capable of meeting most of the stated requirements in personnel qualifications. Any weaknesses or deficiencies are potentially correctable. Supplier demonstrates staff qualification, as evidenced by education and professional credentials.
8 points	Partially Meets Expectations – Supplier is capable of satisfying some stated requirements in personnel qualifications. Any weaknesses or deficiencies are not easily correctable.
0 points	Below Expectations – Supplier is not capable of satisfying stated requirements.

5.0 Estimated Price (Not Rated)

Suppliers are required to complete and submit

- Contracting Methodology
- Labor and/or Other rates
- Attachment F – Cost Estimate Worksheet

Proposals shall include 1. Fully burdened rates for each labor category identified; and 2. Estimated proposal costs for the Sample Work Order, reference Attachment F – Work Order 1 and pricing shall include all detailed cost information based on the proposed contracting methodology. Pricing shall be complete and comprehensive, including all costs for the proposed Work Order. Pricing will be considered after the technical evaluation is completed and will be reviewed for fair and reasonableness.

Best value will be determined by a tradeoff analysis of comparative differences in the value of technical merit with differences in cost / price. PNWH2 is more concerned with obtaining superior technical and management features than with making an award at the lowest overall cost / price.