

American Public Power Association

Request for Proposal:

Application Program – Software as a Service (SaaS) Solution

I. Invitation to Submit Proposal

The American Public Power Association (APPA) is soliciting proposals for a contractor(s) to provide the application platform for APPA's Cybersecurity Accelerator Program (CAP). APPA's CAP program will allow members to self-assess, demonstrate, and support targeted improvements in their cybersecurity capabilities. APPA is looking for a vendor(s) to provide a Software as a Service (SaaS) platform to host the underlying CAP assessment questionnaire, as well as associated technical services.

This RFP is based upon work supported by the Department of Energy under Award Number DE-CR0000026.

This RFP was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.

A. Introduction

The Department of Energy (DOE) entered into a cooperative agreement with APPA, Award Number DE-CR0000026, to improve the cybersecurity posture of public power utilities. One of the ways that APPA is doing this is by developing the CAP as a way for utilities to benchmark and improve on their organizational cybersecurity maturity and associated capabilities. Administering the CAP will involve member utilities filling out an assessment questionnaire and a review panel grading their responses to ultimately provide a designation. APPA is looking for an application solution to host and process CAP questionnaires, with the potential to add questionnaires for other designation programs in future engagements.

B. American Public Power Association Background

APPA serves over 2,000 community- and state-owned electric utilities. APPA provides representation, information, counseling, and other services in the areas of:

- Federal legislation, rules, and regulations
- Engineering and operations, including risk management activities
- Accounting and finance
- Marketing trends
- New technologies
- Human resources
- Customer services
- Energy research

- Communications
- Energy services

Founded in 1940, APPA works in partnership with the nation's public power utilities to help increase productivity, control rates, protect their community's investment in public power, and enhance their ability to compete.

C. Technical Approach

Background

APPA currently utilizes a custom-built platform for other similar designation programs, developed in the Microsoft .NET Framework by a private developer. Staff use the system to manage applications, inquiries, users, and notifications. Key features include:

- **User Functionality.** The platform supports various question formats and allows users to attach downloadable files. Only one user can answer a given question in the application at a time, but the system saves their progress, making it easier to manage the completion of an extensive application.
- **Application Access.** Applicants request access via an online form, and once their request is processed, they are manually entered into the platform. This process triggers an email that provides them with access to complete the application.
- **Application Storage.** Previous years' applications are stored in the platform, enabling members to reapply and reuse existing information. Currently, the programs contain more than 1,500 applications and are accessed by over 400 utilities throughout the year.
- **Application Scoring.** Applications are manually scored by a dedicated team, primarily using a rubric for most questions, while some require individual assessment by the grader.

A diagram of the current state that highlights the various users and platforms involved in the process is available in **Exhibit C**. The envisioned future state aims to simplify, streamline, and automate as many components of the current process as possible while preserving the integrity and objectives of the end goal.

Desired Approach

APPA is looking to procure a SaaS application solution for CAP that requires limited customizations (but allows for configuration to meet program requirements). Once established for CAP, APPA will consider transitioning other similar programs to the new platform (outside of the scope of this RFP). This new platform should enhance automation and efficiency by streamlining application development, application submission, and review processes, thereby reducing manual work and improving overall efficiency. The elements listed below are a general description of what APPA's desired approach for the new platform; all formal requirements are listed in Section III.

- **'Off-the-Shelf' Application Platform.** APPA aims to procure a pre-configured, off-the-shelf SaaS solution to provide a more suitable application platform that meets both current and future application needs while minimizing complexity and development time.

- **Automate and Standardize the Scoring Process.** APPA seeks to automate and standardize most of the scoring process with the new solution. In addition, incorporating features like direct file viewing should significantly reduce manual tasks for graders where manual review is necessary.
- **Improve Process Efficiency.** Reduce the needs for manual recordkeeping, system data exports and imports, travel for signatures, redundancies, and enable better analytics of customer factors around program success and failure.
- **Enhance Security Measures.** Given the importance of security, the solution must incorporate robust security protocols and should leverage existing industry standards (e.g., NIST 800-171, SOC 2). With a recent migration to Azure, APPA aims to enhance its existing measures and ensure the platform is equipped to protect sensitive data effectively.
- **Ensure Scalability and Flexibility.** The solution should be scalable to accommodate future growth and changing organizational needs, potentially including the addition of other application-based programs to the platform. Recognizing that each application may have unique requirements, the new solution should also offer flexibility in security options and data handling.
- **Support Platform Integration.** The solution should support integration with other platforms such as Salesforce and Snowflake, enabling the import of existing data and historical records while preserving future client interactions, including questions and responses.
- **Facilitate Automated Reporting.** The platform should include automated reporting capabilities, allowing APPA to generate reports without manual intervention, supporting data analysis and informed decision-making.

Security Considerations

Given the importance of protecting sensitive data and safeguarding CAP information from evolving threats, APPA is seeking a vendor and solution that follows an industry-accepted security framework or control set (e.g., NIST 800-171 or Cybersecurity Framework, Cybersecurity Maturity Model Certification Level 2, CIS Controls, ISO 27001, FedRAMP High) and can demonstrate third-party validation of effective control implementation for that framework or control set.

D. Terms and Deadlines

The term of the contract will start on the date of execution and shall continue until April 30, 2028. While there will be a key deadline of December 15, 2025 for application configuration, APPA is seeking continued support for operating the application. The schedule for any additional deliverables will be agreed upon in writing by APPA and Contractor. APPA may seek to renew this contract beyond the specified end date at a later time.

E. Ownership

All data developed or received by the proposer pursuant to the contract shall become the exclusive property of APPA and shall be delivered to APPA upon request of the APPA program manager or upon termination of the Contract, whichever is earlier. The proposer can only use this data for the purpose of fulfilling its obligations under the contract and is expressly prohibited from selling, licensing, or otherwise transferring any data obtained as part of the contract to any third party unless by written request from APPA. The proposer is also prohibited from using, disclosing, or retaining any data for its own business purposes.

F. Liability and Indemnification

The proposer will agree to defend APPA against any claims to intellectual property infringement and to indemnify APPA against any costs, expenses, and damages that result from third-party claims.

II. Roles

A. Role of Proposer/Contractor

The proposer services will include, but are not limited to:

1. Providing a SaaS solution that meets APPA's technical requirements, described in Section III and configuring the solution in accordance with APPA's requirements;
2. Providing continued technical and business support to ensure continued operation of the platform and changes, as required.
3. Participating in weekly or bi-weekly progress meetings (virtual) with APPA staff.
4. Developing and presenting instructional or educational materials to APPA staff and APPA members as described in the Statement of Work.

B. Role of APPA

1. After awarding the contract, APPA will work with the proposer to establish a project schedule, keeping in mind that the application must be submitted to APPA as defined in Section I.
2. Work with the proposer to determine parameters of deliverables to APPA and any associated project collateral.
3. Manage and be responsible for all expenses associated with platform use.

III. STATEMENT OF WORK (SOW) AND PROPOSAL PREPARATION

Period of Performance: Date of award – April 30, 2028

Note: all tasks may be reviewed and adjusted, in coordination with the Contractor.

GENERAL DESCRIPTION:

APPA Cybersecurity Accelerator Program Assessment Platform – DE-CR0000026

Under the project plan for APPA's Cyber Pathways cooperative agreement with DOE, APPA will develop a cybersecurity maturity assessment platform for APPA members that choose to participate.

Proposed Contractor Scope of Work:

1. Provide a full-service SaaS platform that hosts the APPA CAP assessment questionnaire, allows participating members to fill out and submit applications, conducts automated scoring for questions that do not require interpretation, and allows for basic reporting.
2. Provide continued support to APPA for back-end operation of the platform.

Deliverable 1: Application Platform

Overall APPA Objective: Provide an assessment application platform that member utilities can use to apply for the CAP designation program, with the potential to support additional APPA designation programs in the future.

APPA Technical Approach: Table 1 contains APPA’s platform requirements for deployment. The questionnaire for the CAP application is likely to include approximately 75 individual questions (including sub-questions) in varying formats.

Table 1: Functional and Security Requirements

Functional Requirements	
1.	Automated Application Access
1.1.	The platform allows applicants to request access directly and agree to terms and conditions.
1.2.	Upon approval, the platform automatically grants access and sends a confirmation email, reducing manual intervention in the process.
2.	Single Sign-On
2.1.	The platform supports Single Sign-On for platform management.
2.2.	If APPA adds additional programs to the platform in the future (outside of the scope of this RFP), the platform will enable users to access multiple applications on the platform using a single profile.
3.	User Roles
3.1.	The platform has the ability to configure role-based permissions (e.g., applicant, grader, approver) for system use.
4.	Flexible Question Formats
4.1.	The platform supports various question formats (e.g., true, or false, multiple choice, select all that apply, table, text box) to allow for a dynamic and adaptable application process.
5.	Question Branching Logic
5.1.	Answers direct users to the relevant questions based on their previous answers.
6.	Upload and Attachment Capabilities
6.1.	The platform allows applicants to upload or attach supporting documentation.
6.2.	The platform automatically scans attachments for potential malicious files or code.
7.	Auto-Grading Functionality
7.1.	The platform incorporates auto-grading capabilities for questions that do not require review of attachments or written responses, streamlining the evaluation process.
8.	Customizable Scoring Rubrics
8.1.	The platform allows the ability to adjust scoring criteria based on specific application requirements.
9.	Collective Answer Viewing
9.1.	Graders can view all answers collectively to simplify the review process.
10.	Progress Saving and Tracking
10.1.	All users (APPA staff, graders, and applicants) are able to save their in-process applications and return later to complete and submit them.
10.2.	All users can see their progress in completing the application.

11.	Reporting Capabilities
11.1.	The platform offers enhanced reporting features to analyze trends and provide valuable insights into application submissions.
11.2.	The platform includes automated reporting capabilities, allowing APPA to generate reports without manual intervention, supporting data analysis and informed decision-making.
11.3.	The platform provided direct file viewing that significantly reduces manual tasks for graders where manual review is necessary.
12.	User-Friendly Design
12.1.	The platform offers a highly intuitive interface that enhances usability for both applicants and graders.
12.2.	The platform is compliant with the Web Content Accessibility Guidelines to ensure accessibility for all users.
13.	User Support Resources
13.1.	Built-in training materials or help resources (e.g., user manuals, training videos) assist users in navigating the system.
13.2.	Error messages are provided when fields are not filled out properly, guiding users to correct their submissions and enhance overall usability.
14.	API or System Integration Capabilities
14.1.	The platform supports Application Programming Interfaces (APIs) or integration with other software applications or systems (e.g., Salesforce, Snowflake) to enable secure data exchange.
14.2.	The platform utilizes modular design principles to allow independent development, testing, and maintenance.
15.	Historical Application Access
15.1.	Users can easily access and reference previous years' applications for smoother reapplications.
15.2.	Contractor can describe their data migration strategies, API documentation standards, and data mapping requirements.
16.	Attachment Access
16.1.	Graders can access attachments directly within the application without needing to download them.
17.	Printing Capabilities
17.1.	Applicants can print their applications (completed or not).
Security Requirements	
18.	Authentication and Access Management
18.1.	The platform supports strong authentication protocols such as SAML 2.0 or multi-factor authentication and utilizes role-based access controls.
19.	Audit Logging and Monitoring
19.1.	The Contractor conducts regular audits at agreed intervals of all user and administrator account activity to ensure security of the platform and compliance with cybersecurity requirements. APPA also will have the ability to access logs and conduct their own audits.
19.2.	Logs are retained for a minimum of 180 days.
19.3.	The platform is capable of integration with a security information and event management system or other monitoring tools.
20.	Security Framework Alignment

20.1.	Contractor articulates its alignment to industry security standard(s).
20.2.	The platform incorporates robust security protocols and leverages industry standards and frameworks (e.g., NIST 800-171 or Cybersecurity Framework, Cybersecurity Maturity Model Certification Level 2, CIS Controls, ISO 27001, FedRAMP High).
20.3.	Security controls for the platform include FIPS 140-2-compliant encryption of data at rest and in transit.
20.4.	The Contractor demonstrates third-party validation of effective control implementation for that framework or control set through independent audits, including but not limited to SOC2.
21.	Incident Response
21.1.	Contractor has an incident response plan for the platform and reviews on an annual basis, at a minimum.
21.2.	Contractor has defined recovery time objective (RTO) and recovery point objective (RPO).
22.	Data Retention
22.1.	Contractor implements a data retention policy for the platform that describes the approach for data lifecycle management and establishes a clear retention period.
22.2.	Only data essential for application functionality and security shall be collected and retained for only as long as necessary based upon the purpose it is collected, and the policy should include a secure disposal method.
22.3.	Contractor has a process for data transition or handover in case of future vendor change (if required).
23.	Other
23.1.	Contractor demonstrates how the platform incorporates a secure architecture to minimize risk.
23.2.	The platform allows for customizable security configurations, allowing for future APPA programs (if added, outside of the scope of this RFP) to have different security settings.
23.3.	Contractor is obligated to notify APPA of any cyber incident that impacts the application or any related data within 48 hours.

APPA has also identified additional platform features that would be “nice-to-have,” and inclusion of these features in initial deployment would be a bonus.

Table 2: Additional Features

“Nice-to-Have” Features	
1.	Real-Time Notifications
1.1.	Alerts for users regarding application status updates or important deadlines.
2.	Feedback Mechanism
2.1.	A feature that allows users to provide feedback on their experience to inform future improvements.

Overall APPA Expected Outcomes: Public power utilities will have a single platform through which they can easily and securely fill out applications for multiple APPA designation programs.

Role of Contractor:

1. Contractor will customize a SaaS offering to meet APPA’s needs.
2. Contractor will work with APPA program managers and other staff to identify and account for designation program-specific requirements.

Role of APPA:

1. APPA will provide the questionnaire (question language, scoring, etc.) and other information as required for Contractor to finalize platform customization.
2. APPA will be the primary daily user of the platform and will oversee its use by applicants and graders.

Deliverable 2: Ongoing Maintenance and Support

Overall APPA Objective: Ensure that the platform remains operational and make updates as necessary to accommodate changes to the program or questionnaire and user feedback. Contractor will also continue to apply security updates, as necessary.

APPA Technical Approach: Contractor will service the platform.

Overall APPA Expected Outcomes: Platform will remain reliable and secure through the program lifecycle.

Role of Contractor:

1. Contractor will maintain basic functioning of the platform, including security updates.
2. Contractor will provide technical support, as necessary, to ensure the platform operates as intended.
3. As APPA provides requests for changes to the platform or any of its functions, Contractor will consider requirements and inform APPA of feasibility and cost (if any).

Role of American Public Power Association (APPA):

1. APPA will interface with members using the platform for any programmatic and technical issues and inform Contractor.
2. APPA will document any desired changes and provide requirements to Contractor.

Payment Schedule:

This is an ongoing professional services project. Payments for initial platform deployment (Deliverable 1) will be processed and delivered to the Contractor based on milestone achievements within the project plan. Payments for ongoing services (Deliverable 2) will be determined based on cost model, determined at contract.

Contract Award:

This Agreement will begin upon APPA awarding the contract and will continue until April 30, 2028.

PROPOSAL PREPARATION. The proposal shall be based upon the tasks outlined in the Deliverable 1 and Deliverable 2 sections above.

Proposal Format:

1. **Cover letter.** A brief introduction identifying the firm's overall experience with, and understanding of, the preparation of similar solutions. This introduction should explain your SaaS offering and the ease of customization to meet APPA's needs. The cover letter should provide the names of any subcontractors or teaming partners included in the proposal; 1099 employees do not need to be identified as subcontractors.
2. **Additional Company Background Information.**
 - 2.1. Company headquarters and the location of any offices or personnel outside the United States.
 - 2.2. A brief financial summary of your company, including annual sales and revenue.
 - 2.3. Number of employees.
 - 2.4. Your company's target market.
 - 2.5. Total number of customers.
 - 2.6. Number of customers currently using the proposed SaaS solution.
 - 2.7. Any achievements/awards for your planning solution.
3. **References.** Please include two to three references from current or recent (in the last two years) customers for whom you have developed similar solutions for. Please include contact information only, not testimonials.
4. **Draft Statement of Work.** Please include estimated project schedule and deliverable timeline.
5. **Technical Requirements.** Please ensure the proposal addresses the technical requirements outlined in Section III. Specifically, the proposal should identify:
 - 5.1. **Ability to meet functional and security requirements.** Respond to each requirement in Table 1 with a "Yes," "No," "Partially," or "N/A" with an explanation for any "partially" or "N/A" response. Please provide any relevant information or support documentation for each response, as necessary.
 - 5.2. **Validation of adherence to industry-standard cybersecurity controls.** As described in Table 1, item 19.4., please provide third-party validation of adherence to a standard security control set or framework.
 - 5.3. **A draft proposed architecture diagram.** A conceptual architecture diagram that includes SaaS platform components, data flow between users, systems, and integrations (e.g., Salesforce, Snowflake, etc.), hosting environment, and authentication/authorization layer.
 - 5.4. **List of foundational technologies.** Specify the underlying technologies the solution uses (e.g., back-end and front-end frameworks, database technology, API standards).
6. **Personnel.** List key contract personnel and a short (two to three sentence) narrative summary of their experience with similar work. This section should also identify if any personnel expected to work on this project are foreign nationals.
7. **Cost estimate.** Please provide two distinct cost estimates: (1) the cost of delivering the platform (Deliverable 1); and (2) the total cost of support services (Deliverable 2). Please also include the following:
 - 7.1. A complete price schedule for relevant products and services.
 - 7.2. A description of how your services are licensed; for example, fixed cost, cost plus, etc.

- 7.3. What third-party software you can interface with, and if this is an additional cost.
- 7.4. Any additional costs for upgrades, and the cost of your annual maintenance plan.
- 7.5. Whether updates and maintenance are included in the annual subscription fee.

8. Additional Services

- 8.1. **Deployment Services.** Please describe your implementation methodology, and how it can help organizations achieve a successful deployment.
- 8.2. **Support Services.** Please describe:
 - The support model that you use, and if unlimited service is included.
 - The methods available for communications to your support center.
 - Where the support staff is located.
 - The process to log tickets.
 - Tiered support or contract protocols.
 - The type of support available, and maintenance and support service-level agreement details; indicate if you have a product support Help Desk available 24/7 or dedicated support.
 - Uptime guarantees, response times, or resolution targets (if issues arise).
 - How often upgrades or new functionality are introduced and overall upgrade/enhancement strategy (e.g., versioning, feature notifications).
- 8.3. **Training Services.** Please provide an overview of your training strategy and how an organization becomes self-sufficient with your solution. Please also provide a schedule of available training for system administrators and contributors, including costs (if applicable) and delivery method.

9. SAM.gov Unique Entity ID (UEID)

- 10. Proposed red lines and revisions to the standard APPA services agreement attached to this RFP as **Exhibit A (Sample Contract)**, or a proposed contract, including licensing terms.

IV. TERMS AND CONDITIONS

The contract awarded under this proposal will be concluded on April 30, 2028. Payment for Deliverable 1: Application Platform will be processed and delivered to the successful proposer once the deliverable is provided in compliance with the terms set forth in this RFP and approved by the APPA program manager. Payments for Deliverable 2: Ongoing Maintenance and Support will be processed and delivered within 30 days of the date APPA receives each invoice.

No payment will be made for work done beyond that called for in the contract price, unless agreed to in writing by the APPA program manager.

The payment schedule for the contract price is subject to negotiation between APPA and the proposer, based upon agreed milestones of work completion.

This project is being funded through a Cooperative Agreement with DOE. The proposer selected to perform this work is responsible for ensuring that the execution of this project will comply with

applicable sections of 2 CFR Part 200 and 2 CFR Part 910, which can be reviewed at this link:
<https://www.ecfr.gov/>.

If Contractor is currently or anticipates utilizing a foreign national, as defined by DOE ORDER 142.3A, “UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM” in the performance of this Agreement, then Contractor is required to submit Form NETL F 142.1-1A “Request for Unclassified Foreign National Access (Short Form)” for each foreign national anticipated to be utilized and may not utilize them for work under this Agreement until officially approved. A copy of NETL F 142.1-1A is located at <https://www.netl.doe.gov/business/businessforms/financial-assistance>.

An acknowledgment of federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: “This material is based upon work supported by the Department of Energy under Award Number DE-CR0000026.”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, products, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

V. CANCELLATION OF CONTRACT

Either party upon 90 business days written notice may cancel the contract, however, any materials, research products, work in progress, or other work products shall be promptly and completely turned over to the APPA program manager.

VI. CANCELLATION OF CONTRACT

1. APPA may cancel or withdraw an RFP in whole or in part at any time prior to the award of any contracts.
2. APPA is not bound by the issuance of this RFP to award a contract, or to take any actions suggested in the proposals.

VII. NEWS RELEASES

1. News releases pertaining to the selection of the Contractor shall not be made public.

VIII. RESPONSE

Proposers must email an electronic version of the proposal on or before 5:00 p.m. ET, September 10, 2025

Rob Denaburg
Senior Manager, Cybersecurity Program
American Public Power Association
2451 Crystal Drive, Suite 1000

Arlington, VA 22202

Direct: 202-993-9035

Email: Cybersecurity@publicpower.org

Proposals must be signed by an official authorized to bind the bidder to its provisions.

Proposals submitted by facsimile will not be accepted.

Prior to opening the proposals, all communications relative to the RFP shall be directed to the APPA program manager via email. The APPA program manager will review communications and issue Addenda if appropriate. The APPA program manager will not provide any formal interpretation of the project other than via addenda.

APPA will notify all bidders of the final decision on the winning proposal by October 3, 2025. All bidder details will be kept confidential.

RFP Timeline:

- August 20, 2025 – Request for Proposal officially released.
- September 3, 2025 – Deadline for questions on the proposal and bidding process.
- September 10, 2025 – Proposals due to APPA by 5:00 p.m. ET

IX. EVALUATION

APPA will evaluate the responses to this RFP based on the bidder's qualifications and experience, ability to execute, contractual terms and conditions, and pricing.

X. OTHER REQUIREMENTS

A. Proposal Preparation Costs

All costs for the preparation and submission of a proposal will be borne by the bidder. APPA assumes no responsibility whatsoever for reimbursement for preparation of proposals. The RFP response(s) will become part of a contract with the successful bidder.

B. Assignment of Agreement

The proposer shall not assign or otherwise transfer its rights or obligations under this potential agreement without the prior written approval of APPA.

II. CONTRACTOR REPRESENTATIONS AND AUTHORIZATIONS

Each Contractor by submitting its proposal understands, represents, and acknowledges that:

1. All information provided by, and representations made by, the Contractor in the proposal are material and important and will be relied upon by APPA in awarding contracts. Any misstatement shall be treated as fraudulent concealment from APPA of the true facts relating to the submission of this proposal.
2. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other Contractor or potential Contractor.
3. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who

is a Contractor, and they will not be disclosed on or before the proposal submission deadline specified in this solicitation.

4. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
5. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
6. The Contractor has not, under separate contract with APPA, made any recommendations to APPA concerning the need for the services described in the proposal or the specifications for the services described in the proposal.

III. DISCLOSURE OF PROPOSAL CONTENTS

1. All responses and materials submitted with proposals become the property of APPA and may be returned only at APPA's discretion.
2. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made:
 - a. under the provisions of any State or United States statute or regulation; or
 - b. by rule or order of any court of competent jurisdiction.
3. Proposals submitted to APPA may be reviewed and evaluated by any person other than competing Contractors at the discretion of APPA.
4. APPA has the right to use any or all ideas presented in any proposal.
5. Selection or rejection of the proposal does not affect this right.
6. However, material of a proprietary nature will not be disclosed beyond APPA and its representatives, unless required by law.

Exhibit A: Sample Contract

AMERICAN PUBLIC POWER ASSOCIATION SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made as the date of last signature below (“Effective Date”), by and between the American Public Power Association, at the address of 2451 Crystal Drive, Suite 1000, Arlington, VA 22202 (“APPA”), and _____, at the address of _____ (“Contractor”), for mutual consideration, the receipt and adequacy of which are acknowledged by the parties, who agree as follows:

1. **Object and Scope of the Agreement.** Contractor shall provide to APPA the services (“Services”) as described in each Statement of Work (“SOW”) attached hereto, or otherwise executed by the parties, and incorporated by reference. Contractor represents and warrants that the Services will be provided in a professional, competent, and timely manner, and in accordance with all applicable laws and regulations, and commensurate with industry standards.
2. **Statements of Work (SOWs).**
 - a. Any SOW shall (i) describe the work to be performed; (ii) establish periods of performance; (iii) specify end-items to be delivered, if any; (iv) set forth schedules as required; and (v) provide pricing for the work.
 - b. Except as otherwise stated in this Agreement, APPA shall have no financial obligation to Contractor that is not set forth in an SOW. Contractor shall not exceed dollar limits established in any SOW without prior written authorization from APPA.
 - c. Any substantial change to an SOW, including but not limited to change in key personnel or change to timeline, must be approved in advance in writing by APPA.
3. **Invoice Submission and Payment.** Contractor will issue invoices to APPA when each payment is due. The invoices will specifically detail what portions of the Services have been performed such that payment is due and will detail all out-of-pocket expenditures of Contractor for which reimbursement is sought from APPA with no markup above cost. Undisputed invoices will be paid by APPA within thirty (30) days of invoice receipt unless otherwise provided in the applicable SOW. Any invoiced amounts disputed in good faith shall not be due and payable until resolved.
4. **Relationship of the Parties.** Contractor is an independent contractor, and nothing in this Agreement shall create an agency, partnership, employment, or joint venture relationship between APPA and the Contractor or any employees or agents of Contractor. Contractor will use independent judgment in completing the Services, will not be subject to APPA’s day-to-day supervision or control, will use the Contractor’s own equipment and facilities, and will otherwise avoid aspects of employment inconsistent with independent contractor status. Contractor will have sole and exclusive authority and responsibility for all of Contractor’s employees and agents, and will be solely responsible for all taxes, insurance, and benefits except as otherwise agreed in writing to be paid or reimbursed by APPA.
5. **Intellectual Property.** Each party’s name, trademarks, pre-existing works or materials, and other intellectual property shall remain the property of the respective party, and shall be used by the other party only in performance of this Agreement or as otherwise authorized in writing by the respective party. All materials, content, data, or deliverables created or produced by Contractor within the scope of this Agreement (“Work Product”) shall be deemed works made for hire and the property of APPA. To the extent that any Work Product may not, by operation of law, be work made for hire, Contractor by this Agreement irrevocably assigns, transfers, and conveys to APPA all right, title, and interest in

and to such Work Product, and agrees to give APPA or its designees all assistance reasonably required to perfect such rights.

6. Confidentiality.

- a. Contractor acknowledges that it may be exposed to certain information, documents, materials, plans, and/or property related to APPA or its activities, and affiliated groups and their activities (“APPA Materials”), that may be considered confidential or proprietary, including but not limited to financial information, member information, trade secrets, data, intellectual property, or other information (“Confidential Information”). Contractor agrees not to use or disclose, or to cause or allow to be used or disclosed, at any time during or after the term of this Agreement, any Confidential Information of APPA or others, except as specifically provided for in this Agreement or as otherwise specifically authorized in writing by APPA or the owner of such Confidential Information, and to return, delete, or destroy (at APPA’s option) all such APPA Materials and Confidential Information upon termination or expiration of the Agreement. For the avoidance of doubt, Confidential Information does not include information rightfully disclosed to the Contractor by a third party with no obligation of confidentiality, or that is or becomes available from public sources through no wrongful act of the Contractor.
- b. Contractor acknowledges that any breach of these obligations of confidentiality may result in immediate and irreparable damage to APPA and its affiliates, therefore APPA shall be entitled to seek from any court of competent jurisdiction preliminary and permanent injunctive relief and an accounting of all profits and benefits arising out of such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which APPA may be entitled. Contractor shall be responsible for any and every violation of these confidentiality provisions by its shareholders, directors, officers, employees, agents, advisors, and/or affiliates.
- c. Contractor acknowledges and APPA agrees that Contractor may disclose Confidential Information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Contractor may also disclose Confidential Information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of Confidential Information that are expressly allowed by 18 U.S.C. § 1833(b).

7. Term and Termination.

- a. Term. The term of this Agreement shall begin as of the Effective Date and shall continue until completion of all applicable Statements of Work.
- b. Termination. Either party may terminate the Agreement and/or any SOW prior to the end of the term by written notice for material breach of the other party that remains uncured fifteen (15) days after notice of such breach is given. In addition, APPA may terminate the Agreement at any time for any or no reason, upon written notice to Contractor.
- c. Force Majeure. The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats or terrorist attacks, or other occurrence beyond the reasonable control of the parties, preventing or unreasonably delaying the performance of this Agreement. This Agreement may be terminated, or performance may be excused without penalty for any one or more of such reasons by written notice from one party to the other.

- d. **Effect of Termination.** Upon expiration or termination of this Agreement, Contractor shall return, delete, or destroy (at APPA's option) any APPA Materials or Confidential Information of APPA in its possession. The Contractor shall also provide to APPA all incomplete work or work in progress that was intended to be delivered as part of any SOW. APPA shall pay Contractor for the Services completed up to the date of termination, and any prepaid amounts not incurred shall be refunded to APPA within 30 days.
8. **Indemnification and Insurance.** Contractor shall indemnify, defend, and hold harmless APPA, its officers, directors, employees, and agents, from and against any and all suits, claims, damages, losses, liabilities, or costs, including reasonable attorneys' fees, resulting from the negligence, intentional misconduct, or breach of this Agreement by Contractor or its officers, directors, employees, or agents. Contractor shall maintain appropriate and sufficient insurance to cover its obligations under this Agreement.
9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding its subject matter, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the parties. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. If any feature or provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, the balance of the Agreement shall survive and remain in effect. The provisions of this Agreement pertaining to Intellectual Property, Confidentiality, Indemnification, and such other provisions as by their nature should survive, shall survive the expiration or termination of this Agreement. This Agreement is binding on the parties, their successors and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. All notices required or permitted under this Agreement shall be in writing and sent to the addresses in the preamble of this Agreement, or such other addresses as are designated by the parties by notice. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.
10. **Cooperative Agreement Specific Clauses**
All relevant requirements of the APPA/DOE Cooperative Agreement [Agreement] dated [Date], including the requirements outlined in 2 C.F.R. part 200 and 2 CFR Part 200 Appendix II, as modified by 2 C.F.R. 910, shall be incorporated into this Agreement by reference.

Contractor shall provide APPA confirmation of Contractor's registration and active status in SAM.

Contractor shall execute a Non-Disclosure Agreement consistent with the "Exhibit [X]" Non-Disclosure Agreement Template.

APPA may terminate this Agreement for convenience if it believes, in its sole discretion that it is in the best interest of APPA to do so, by providing thirty (30) day advance written notice to Contractor according to the procedures established in this Agreement.

Contractor will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or

materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

If the Contractor (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, APPA will be required to provide the Department of Energy (DOE) with specific information about each foreign national to satisfy requirements for foreign national participation. A "foreign national" is defined as any person who is not a United States citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award. DOE concurrence may be required before a foreign national can participate in the performance of any work under this Agreement. Approval for foreign nationals from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism must be obtained from DOE before they can participate in the performance of any work under this Agreement. Contractor must include this term in any in any applicable subcontractual agreement(s) associated with this Agreement.

Invoices shall have:

- Bill to: APPA as addressee
- Contractor name
- Contractor address
- Unique contract identifier
- DOE Cooperative Agreement number: DE-CR0000026
- DOE Cooperative Agreement Task number: [number]
- Contractor Agreement amount
- Contractor Agreement duration (MM/YY – MM/YY)
- Total contract to date invoiced amount
- Current invoice number
- Invoice amount
- Period services were rendered
- Detailed list of charges

Contractor(s) shall include the proper citation for any sharing of data or reporting that contains the following:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) [Agreement]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Nothing in this Subaward or any Exhibits hereto shall be construed to: (i) to abrogate the full scope of the limits on DOE's liability available under all applicable law, or (ii) to constitute any agreement on behalf of DOE to any joint and several liability whatsoever.

Any notice, demand, or request provided for in this Subaward shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by courier service providing next-day delivery or sent by United States mail, registered or certified, postage paid, to the person and to the address specified below:

If to APPA: [name]

American Public Power Association
2451 Crystal Drive, Suite 1000, Arlington VA 22202
otcyberdefense@publicpower.org

If to Contractor: [name]
[Address]

If sent by mail, notices shall be effective three (3) business days after deposit in the mail. If hand-delivered, notices shall be effective upon delivery. If sent by email and upon the receipt by the sending party of written confirmation by the receiving party. Either APPA or Contractor may, at any time, by notice to the other pursuant to this section, change the designation or address of the person specified as the one to receive notices.

APPA

Sign: _____

Name: _____

Title: _____

Date: _____

Contractor

Sign: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B: NON-DISCLOSURE AGREEMENT

APPA Non-Disclosure Agreement Cooperative Agreements

APPA Confidentiality and Nondisclosure Agreement

This Agreement is made and entered into as of _____, by and between the American Public Power Association (“APPA”) and _____ (“Participant”)

Confidentiality: Except as otherwise set forth herein, you agree that any American Public Power Association (“APPA”) software, services, and/or hardware (including related documentation and materials) provided to you under this Agreement, and any information disclosed by APPA to you in connection with this Agreement will be considered and referred to as “APPA Confidential Information.”

Notwithstanding the foregoing, APPA Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by APPA; (c) information that is independently developed by you without the use of any APPA Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third-party software and/or documentation provided to you by APPA and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation.

Sharing APPA Confidential Information: APPA wishes to share APPA Confidential Information under Cooperative Agreement Award Numbers: DE-CR0000007, DE-CR0000015, and DE-CR0000026 (hereafter “CA”) including all related materials with the Participant for the purpose of meeting the objectives of the CA and to review and assist with other work products specific to CA tasks for submission to the Department of Energy.

Nondisclosure and Nonuse of APPA Confidential Information: Unless otherwise expressly agreed or permitted in writing by APPA, you agree not to disclose, publish, or disseminate any APPA Confidential Information to anyone other than to employees and contractors working for the same entity as you and then only to the extent that APPA does not otherwise prohibit such disclosure. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of APPA Confidential Information. You acknowledge that unauthorized disclosure or use of APPA Confidential Information could cause irreparable harm and significant injury to APPA that may be difficult to ascertain. Accordingly, you agree that APPA will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation, or pursuant to the valid binding order of a court of competent jurisdiction to disclose APPA Confidential Information, you may make such disclosure notwithstanding anything else in this agreement, but only if you have notified APPA before making such disclosure and have used commercially reasonable efforts, to the extent permissible by governing law applicable to Participant to limit the disclosure and to seek confidential, protective treatment of such information. A

disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as APPA Confidential Information.

Removal of Participants: APPA, at its discretion, will remove any Participant from the CA program if the Participant willfully violates this Agreement.

Return or Destruction of Confidential Information: Promptly upon written request of APPA, the Receiving Party shall, and shall cause its Representatives to return to the Disclosing Party or destroy all Confidential Information in tangible form (whether in written form, electronically stored or otherwise), and neither the Receiving Party nor any of its Representatives shall retain any copies or extracts thereof.

Information Security: Without limiting Participant's obligation of confidentiality as further described in the Agreement and herein, Participant will be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of APPA Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the APPA Data; (iii) protect against unauthorized access to or use of the APPA Data; (iv) ensure the proper disposal of APPA Data; and (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.

Participant will designate an individual to be responsible for the information security program. Such individual will respond to APPA inquiries regarding computer security and to be responsible for notifying APPA-designated contact(s) if a breach occurs.

Upon becoming aware of a breach affecting APPA Data, Participant will immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof. Participant shall without undue delay (and in no event later than 72 hours of becoming aware of such breach) inform APPA and provide written details of the breach, including the type of data and systems affected, the likely consequences of the breach, any other relevant information for APPA to understand the nature of the breach, and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to Participant.

Participant agrees that any and all transmission or exchange of platform application data with APPA and other parties shall take place via secure means, e.g., HTTPS, FTPS, SFTP, or equivalent means.

DOE Required Assurances:

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

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or

agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

APPA

Organization: [Name]

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT C: CURRENT ARCHITECTURE

Figure 1 provides a diagram of the current state, highlighting the various users and systems involved in the process. The envisioned future state aims to simplify, streamline, and automate as many components of the current process as possible while preserving the integrity and objectives of the end goal.

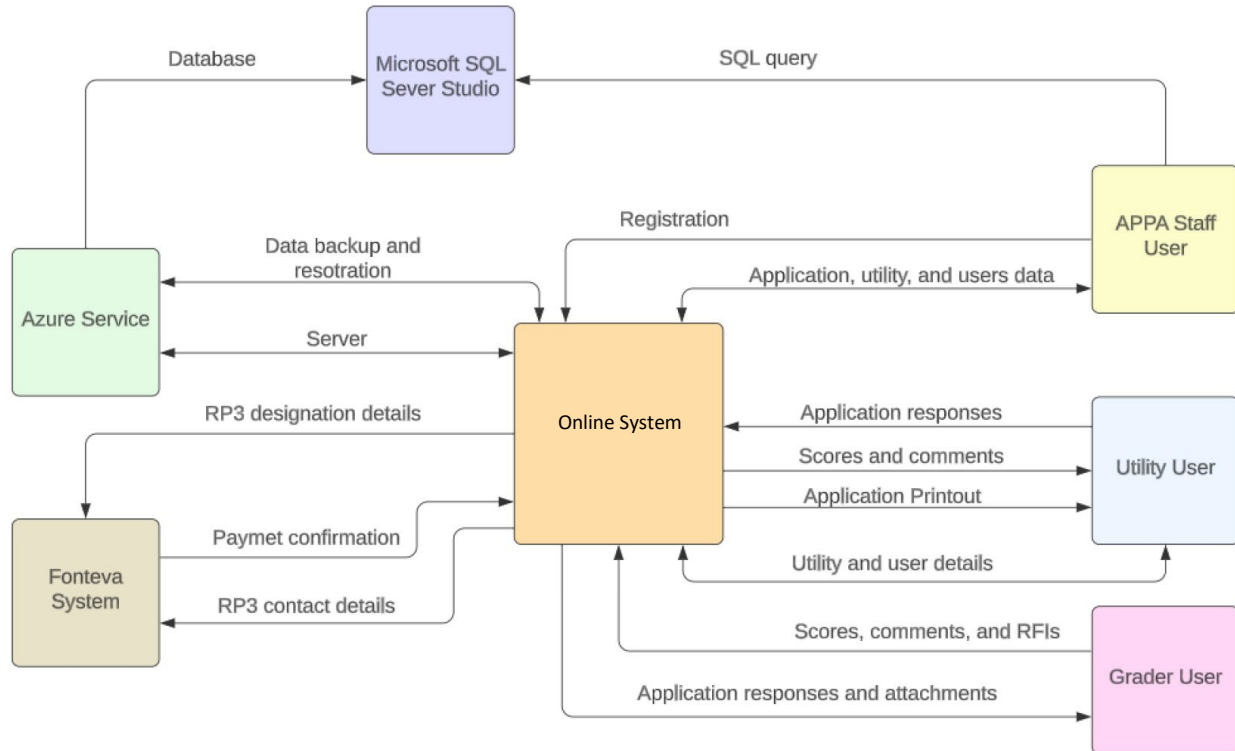


Figure 1: Current Architecture