

# **American Public Power Association**

## **Request for Proposal:**

### **Review of Assessment Tools and Cybersecurity Standards**

#### **I. Invitation to Submit Proposal**

The American Public Power Association (APPA) is soliciting proposals for a vendor(s) to assist and support a Review of Assessment Tools and Cybersecurity Standards under APPA's Cooperative Agreement with the U.S. Department of Energy (DOE) Office of Cybersecurity, Energy Security, and Emergency Response (CESER). Under this program, APPA is supporting public power utilities to improve their cybersecurity posture by providing training, resources, a designation program, and encouraging participation in information sharing and incident response programs. In order to measure the progress of this program, APPA is looking for a vendor(s) to assist in a review of the current cybersecurity assessment frameworks and tools in use in the public power community to select which tools will be most effective in measuring success.

*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. To do this, APPA will work to evaluate member capabilities and needs, explore innovative training techniques and cybersecurity practice methods, enhance internal capacity, increase participation in information sharing programs, improve member cybersecurity incident preparedness and response knowledge and posture, and related activities. Through this cooperative agreement with DOE, APPA has established the Cyber Pathways program to deliver training and resources to public power utilities and joint action agencies.

#### **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 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 systems to help increase productivity, control rates, protect their community’s investment in public power, and enhance their ability to compete.

**C. Overall Technical Approach**

One of the primary goals of the Cyber Pathways program is to identify effective cybersecurity training opportunities and resources for public power utilities to improve their cybersecurity maturity. In order to measure the effectiveness of training and other methods, it is important to know which assessments and tools public power utilities use to measure their maturity. The work on this subtask will evaluate the assessments and tools in current use, compare the data gathered relative to the labor burden required to complete the assessment, and deliver recommendations on which assessment(s) to use to measure program effectiveness.

**D. Terms and Deadlines**

The term of the contract will be from the date of execution until February 28, 2025, unless mutually agreed to in writing by the parties to extend the Agreement into future years. Deliverable schedule will be agreed upon by APPA and contractor. Reviewers will have up to ten (10) business days to provide edits and comments on drafts.

**E. Ownership**

The products and all data developed or received by the proposer pursuant to the Contract shall become the property of APPA and shall be delivered to APPA upon request of the program manager or upon termination of the Contract, whichever is earlier. APPA will have the unlimited right to publish, modify, not publish, duplicate, distribute and give away or sell the products, whether finished or unfinished, under the contract.

**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. Attending meetings (may be virtual) with APPA staff to reach an agreement on the final outline of the contents and specifications; the electronic format of the product(s); and the

- protocols and procedures for updating the electronic version of the products.
2. Preparing material according to APPA style guide, which APPA will provide to the contractor. All deliverables will include the acknowledgement and disclaimer language required by the U.S. Department of Energy and provided under Terms and Conditions of this request for proposal.
  3. Preparing draft products in compliance with the specifications agreed to during the meetings outlined in Section II. A. 1.
  4. Providing the electronic version of the first draft to the APPA program manager and other selected reviewers.
  5. Incorporating suggestions to the first draft into the final draft for review by the APPA program manager and other selected reviewers.
  6. Providing the electronic version of the final draft to the APPA program manager and other selected reviewers for final review.
  7. Incorporating any comments on the final draft into the final version.
  8. Providing the electronic version of the final products to the APPA program manager and other selected APPA staff.
  9. Participating in weekly or bi-weekly progress meetings (virtual) with APPA.
  10. Participating in Cybersecurity Defense Community (CDC) meetings in coordination with APPA, as needed.

#### **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 materials 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.

### **III. STATEMENT OF WORK (SOW) AND PROPOSAL PREPARATION**

Period of Performance: Date of award – January 31, 2024

Note: All tasks may be reviewed and adjusted, in coordination with the contractor, based on guidance from the U.S. Department of Energy.

#### **GENERAL DESCRIPTION:**

##### ***Advancing the Cybersecurity Posture of Electric Public Power Utilities – DE-CR0000026***

Under the project plan for APPA's Cyber Pathways cooperative agreement with the Department of Energy, APPA will conduct a review of available baselining and assessment tools to determine their suitability for various types and sizes of public power utilities, given the range of sizes and resources within the public power community. The review will evaluate whether the assessments can be reasonably completed by resource-limited utilities and whether they provide sufficient information to generate a useful baseline of the community.

#### **Proposed Contractor Scope of Work**

1. Develop review and evaluation criteria for the cybersecurity frameworks and assessment tools identified in the survey of public power utilities, including complexity and burden to utilities, as well as quality of data delivered by each assessment

- a. APPA will provide survey data from the public power community to support this work
2. Coordinate meetings of the APPA member working group that will provide input on this subtask
  - a. APPA will assemble a working group of members from its Cybersecurity Defense Community to support this task
3. Assess the burden and complexity of the standards and tools identified as in-use by the community
  - a. Assessment will include a review of both cybersecurity standards such as National Institute of Standards and Technology Cybersecurity Framework (NIST CSF), Center for Internet Security Critical Security Controls (CIS Controls), Cybersecurity Capability Maturity Model (C2M2), and others identified by participants in the survey, as well as tools/platforms used to collect these assessments, such as CSET, Velocity, Axio 360, etc.
4. Determine the most effective assessments for this program, particularly for limited resource utilities, balancing the time and effort burden of a given assessment with the quality of data delivered
  - a. The objective is to select an assessment that can be used as a common reference point on this program to measure progress that is not too onerous for the small utilities to complete, as they will likely have to complete the assessment more than once.
5. Deliver a report on this subtask's work and findings to be provided to the Department of Energy
  - a. Report should include a review of the findings and a recommendation of assessment(s) suitable for this project

**Budget for Vendor: \$30,000**

**Deliverables:** Final report on the cybersecurity frameworks and assessment tools in use by the public power community and their suitability to be used to measure the outcomes of the work on this program.

**Role of American Public Power Association (APPA)**

**APPA Obligations:**

1. APPA will provide access to its members through meetings of the Cybersecurity Defense Community (CDC) and various APPA groups and certain databases of demographic data, if needed, to help inform the materials.
2. APPA's Principal Investigator will be responsible for the presentation of material to DOE and APPA leadership and APPA members. Contractors may be included in meetings and present materials at APPA's discretion.
3. APPA will provide a staff Accountant to ensure project tasks meet the requirements of the Cooperative Agreement, are on budget, and are on time.
4. APPA will assign various staff and/or contracted technical consultants to work with the Contractor. The APPA staff representative will review documents developed by the Contractor in sufficient detail to ensure understanding by others of the purpose, timing, and deliverables.
5. APPA will provide edits to documents and approve all deliverables before documents are submitted to DOE, APPA leadership, and/or to APPA members.
6. APPA will provide final editing and graphic design services for publishing the final deliverables.

**Contract Award:**

This Agreement will be concluded on January 31, 2024, unless mutually agreed to in writing to extend the Agreement into future years.

**Payment Schedule:**

The amount of money available for Scope of Work is not to exceed a fee of \$30,000. This is an ongoing professional services project. Payments will be processed and delivered to the Contractor based on milestone achievements within the project plan.

**PROPOSAL PREPARATION.** The proposal shall be based upon the tasks outlined in this RFP.

Proposal Format:

- Cover letter.
  - Reflecting the Vendor's understanding of the services desired and its ability to meet the requirements of this RFP,
  - Describing the Vendor's approach to the proposal and
  - Clearly indicating any options or alternatives.
- Scope of work.
- Estimated project schedule and deliverable timeline.
- Cost estimate with breakdowns by milestone.
  - Offer prices and costs in Vendor submittal must remain valid for 60 days from submittal.
- Proposed red-lines and revisions to the standard APPA services agreement attached to this RFP.
- Proposed red-lines and revisions to the standard APPA NDA attached to this RFP.
- Resumes of key staff
- SAM.gov Unique Identification if available

Questions may be submitted in writing to [Cybersecurity@publicpower.org](mailto:Cybersecurity@publicpower.org) by the deadline of September 4, 2025 at 5 p.m. ET. All questions will be anonymized and responses will be posted on this RFP's entry on the APPA's Vendor Opportunities page available here:

<https://www.publicpower.org/vendor-opportunities>.

**IV. TERMS AND CONDITIONS**

The contract awarded under this proposal will be concluded upon acceptance of the final documents by APPA by January 31, 2024. Final payment will be processed and delivered to the successful proposer once the deliverables are provided in compliance with the terms set forth in this RFP and approved by the APPA program manager.

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 the Department of Energy. 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 as amended by 2 CFR Part 910, which can be reviewed at this link:

<https://www.ecfr.gov/>.

Due to the sensitive nature of the data collected under this scope of work, foreign nationals are not allowed to work on this contract. Bidders will be responsible for ensuring such and will attest to such in the final contract.

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 RFP**

1. APPA may cancel or withdraw a Request for Proposal in whole or in part at any time prior to 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 Vendor shall not be made without prior written permission of APPA.

## **VIII. RESPONSE**

Proposers must email an electronic version of the proposal on or before 5:00 p.m. ET, September 9, 2025.

Christopher Ching  
Cybersecurity Specialist  
American Public Power Association  
2451 Crystal Drive, Suite 1000  
Arlington, VA 22202

Direct: 202-467-2907  
Email: [Cybersecurity@publicpower.org](mailto:Cybersecurity@publicpower.org)

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

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 4, 2025. All bidder details will be kept confidential.

RFP Timeline:

- August 26, 2024 – Request for Proposal officially released.
- September 3, 2024 – Deadline for questions on the proposal and bidding process.
- September 9, 2024 – Proposals due to APPA by 5 p.m. ET.
- October 4, 2025 – All bidders informed of the final decision.

## **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.

## **XI. VENDOR REPRESENTATIONS AND AUTHORIZATIONS**

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

1. All information provided by, and representations made by, the Vendor 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 Vendor or potential Vendor.
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 Vendor, 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 Vendor 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.

## **XII. DISCLOSURE OF PROPOSAL CONTENTS**

1. All responses and materials submitted with proposals become the property of APPA and may be returned only at the 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 Commonwealth 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 Vendors 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.

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 DE-CR0000026 dated May 1, 2024, 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, as well as Public Law 117-58 (also known as the Bipartisan Infrastructure Law (BIL)), 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: [Agreement]  
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

Vendor(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 APAA 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 system 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: \_\_\_\_\_