REQUEST FOR PROPOSALS

FOR

VARIABLE RENEWABLE DISPATCHABLE GENERATION

ISLAND OF O'AHU

FEBRUARY 27, 2018

Docket No. 2017-0352

 $Appendix \ E-Power Advocate \ User \ Information$



Note to Proposers

The language in Appendix E refers to "Energy Contract Managers" as "Bid Event Coordinator" and to "Proposers" as "Suppliers" (Bid Event Coordinator and Supplier are terms used by PowerAdvocate).

1.0 Electronic Procurement Plaform

- 1.1 Sourcing Intelligence®, developed by PowerAdvocate® and referred hereto as the "PowerAdvocate Platform," is the Electronic Procurement Platform that the Company has licensed and will utilize for the RFP process.
- 1.2 There are no license fees, costs, or usage fees to Proposers for use of the PowerAdvocate Platform.
- 1.3 Once the RFP event is opened and Proposers have registered, Proposers will have online access to general notices, RFP-related documents, and other communications via the PowerAdvocate Platform, and may begin to submit their Proposal(s). Proposals will be accepted only through the PowerAdvocate Platform.

2.0 RFP Registration

- 2.1 To access the RFP event, the Proposer must register as a "Supplier" on the PowerAdvocate Platform. If the Proposer chooses to submit more than one Proposal, the Proposer must register as a new "Supplier" on the PowerAdvocate Platform for each Proposal and each separate Proposal variation submitted.
 - The number of Proposal variations a Proposer is allowed under one Proposal Fee is defined in Section 1.8.2 of the RFP. The number of registrations on the PowerAdvocate Platform does not dictate or impact the Proposal Fees that must be submitted. Please refer to Section 1.8.2 of the RFP for all instructions and requirements related to Proposal Fees.
- 2.2 If a Proposer is already registered on the PowerAdvocate Platform, the Proposer may use their current login information to submit their first Proposal; any additional variations to that Proposal or a new Proposal will require the Proposer to register as a new "Supplier" on the PowerAdvocate Platform.
- 2.3 Each registration will require a unique username, unique e-mail address, and unique Company name. Proposers that require multiple registrations to submit multiple Proposals or Proposal variations should use the Company name field to represent the Company name, Proposal number, and variation number (ex: CompanyP1V1). Proposers are asked to refer to the unique registration name when adhering to the naming conventions described in number 3.4 of this Appendix E.
- 2.4 Proposers can register for an account on the PowerAdvocate Platform by clicking on the "Registration" button (located in the top right corner of the webpage) on the PowerAdvocate website at the following address:

www.poweradvocate.com

- 2.5 The Proposer's use of the PowerAdvocate Platform is governed by PowerAdvocate's Terms of Use. By registering as a "Supplier" on the PowerAdvocate Platform, the Proposer acknowledges that the Proposer has read these Terms of Use and accepts and agrees that, each time the Proposer uses the PowerAdvocate Platform, the Proposer will be bound by the Terms of Use then accessible through the link(s) on the PowerAdvocate login page and attached for convenience in this Appendix E.
- 2.6 Once a Proposer has successfully registered as a "Supplier" with PowerAdvocate, the Proposer shall request access to the subject RFP event from the Company Contact via e-mail through the RFP e-mail address set forth in Section 1.6 of the RFP. The e-mail request must list the Company name field (ex: CompanyP1V1), as applicable, under which the Proposer has registered with PowerAdvocate. If the Proposer has registered multiple accounts in accordance with 2.3 of this Appendix E, a separate e-mail request will be required from each unique e-mail to request access to the RFP. After the Bid Event Coordinator has added the Proposer to the event, the Proposer will receive an invitation to the RFP event at the registered e-mail account, and the Proposer will see the bid event on their dashboard upon logging into the PowerAdvocate Platform. Once the RFP event opens, the Proposer may begin submitting their Proposal(s).
- 2.7 After registering and prior to the opening of the RFP, Proposers are encouraged to familiarize themselves with the PowerAdvocate Platform, including tabs, the dashboard, the messaging feature, the Sourcing Intelligence Quick Start for Suppliers, etc. Proposers should note that they will not be able to access any bid documents until the event officially opens.
- 2.8 Proposers may contact PowerAdvocate Support for help with registration or modification of registration if desired. Support is available from 8 AM to 8 PM Eastern Time (2 AM to 2 PM Hawai'i Standard Time when daylight savings is in effect) Monday to Friday, except for Holidays posted on the PowerAdvocate website, both by phone (857-453-5800) and by e-mail (support@poweradvocate.com).
- 2.9 Contact information for PowerAdvocate Support can also be found on the bottom border of the PowerAdvocate website:

www.poweradvocate.com

3.0 RFP Submission Requirements

An e-mail notification will be sent to all prospective Proposers via the messaging feature in the PowerAdvocate Platform when the event has been opened to receive Proposals. Proposals must be submitted through the PowerAdvocate Platform before 2:00 p.m. Hawai'i Standard Time on the date indicated in the Schedule in

- Section 3.1 of the RFP. It is the Proposer's sole responsibility to ensure that its complete information has been submitted on time. The Proposal submission deadline via the PowerAdvocate Platform is an Eligibility Requirement as identified in Section 4.2 of the RFP.
- 3.2 The Proposer may return and change the information on the datasheets as often as desired up until the bid event closes. Upon bid event close, the answers the Proposer has saved will be considered final.
- 3.3 All Proposals must be prepared in accordance with the instructions, procedures and format specified in the RFP, including those instructions provided in Appendix B, and this Appendix E.
- 3.4 Uploaded files must follow consistent naming conventions described herein.

 Names of electronic files uploaded to the PowerAdvocate Platform must include, in order, the Company name, Proposal number, variation number, section number as outlined in Appendix B, and description, for example:

 "CompanyP1V1_2.1_RequiredForms.pdf."
- 3.5 All responses to the RFP must be submitted in the English language.
- 3.6 RFP questions that are not applicable to a specific Proposer, Proposal or Proposal variation must be clearly marked as "N/A" (Not Applicable), and the Proposer must provide a brief explanation for each item as marked.
- 3.7 It is the Proposer's sole responsibility to advise the Company Contact, as defined in Section 1.6 of the RFP, of conflicting requirements, ambiguities, omission of information, or the need for clarification prior to submitting a Proposal. Proposers are advised to allow time for the Company to respond to such requests, and also allow time to consider the Company's response in the development of its Proposal. While the Company will endeavor to respond to questions or clarification requests, Proposers are advised that such requests submitted close to the Proposal due date may not allow the Company sufficient time to respond.
- 3.8 The Company will not be responsible for technical problems that interfere with the upload or download of Proposal information. Support is available to answer technical questions about the PowerAdvocate Platform from 8 AM to 8 PM Eastern Time (2 AM to 2 PM Hawai'i Standard Time when daylight savings is in effect) Monday to Friday, except for Holidays posted on the PowerAdvocate website, both by phone (857-453-5800) and by e-mail (support@poweradvocate.com).
- 3.9 Proposers are encouraged to start early, save data frequently and avoid waiting until the last minute to submit the required information. Proposers are allowed to revise information that has been previously submitted, as well as add, modify and/or delete documents any time before the event closes. There is no limit to the size of a file that can be uploaded, but larger files will take longer. Multiple files can also be compressed into a .zip archive for upload.

- 3.10 All questions or concerns regarding the RFP, while the RFP event is open, shall be submitted to the Company via the PowerAdvocate Messaging tab. Questions and concerns prior to RFP opening shall be submitted to the Company Contact via the contact information provided in Section 1.6 of the RFP.
- 3.11 Questions regarding the PowerAdvocate Platform operation ONLY should be directed to:

PowerAdvocate Support

E-mail: support@poweradvocate.com

Tel: 857-453-5800

PowerAdvocate Support will only answer questions related to the operation and functionality of the PowerAdvocate Platform. Questions related to the RFP cannot be answered by PowerAdvocate Support. The Proposer should refer to Appendix B of this RFP for instructions related to the Proposal submission process. Further questions related to the RFP can be submitted via the Messaging tab mentioned in 3.10 of this Appendix E.

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PowerAdvocate Terms of Use (Version: January 19, 2010) 4

READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE. BY USING OR ACCESSING THE SITE, YOU 4 ACKNOWLEDGE THAT YOU HAVE READ, ACCEPT, AND AGREE TO BE BOUND BY THESE TERMS OF USE. 4

1. Background 4

Your use of www.poweradvocate.com (the "Site") is governed by these PowerAdvocate Terms of Use 4 ("Terms of Use" or "Agreement"). The password-protected areas of the Site allows individuals or entities 4 with registered Users (as defined below) to access and use the PowerAdvocate Energy Intelligence 4 Platform. Your use of the Energy Intelligence Platform (or any of the individual products that comprise 4 the Energy Intelligence Platform – Spend Intelligence, Cost Intelligence, Market Intelligence and Sourcing 4 Intelligence as of the date hereof) is governed by these Terms of Use and by any license, subscription or 4 other applicable written contract entered into by you or by the Participating Company (as defined below) 4 for which you are a User. A "Participating Company" is an individual or a legal entity that has Users that 4 have registered to participate on the Energy Intelligence Platform. The employees or authorized agents of 4 a Participating Company are referred to as "Users." A Participating Company submitting information on, 4 or bids or other offers to sell, goods or services (including any entity acting as a representative or agent 4 for another) on Sourcing Intelligence is referred to as a "Supplier Company." A Participating Company 4 posting a request on the Sourcing Intelligence, or otherwise requesting or collecting information on, or 4 receiving bids or offers for the purchase of, goods or services from Supplier Companies is referred to as a 4 "Buyer Company." Except as expressly stated otherwise, all terms apply equally to Supplier Companies 4 and to Buyer Companies. 4

2. Registration 4

Each User must register on the Site before Users are authorized to participate on the Energy Intelligence 4 Platform. 4

3. User Names and Passwords 4

Each User will be issued a unique user name and password upon registration. Each Participating 4
Company agrees to take all reasonable precautions to maintain as confidential the user names and 4
passwords of its Users. Each Participating Company agrees not to provide access to the Energy 4
Intelligence Platform to any persons other than authorized Users through use of their user names or 4
passwords and to notify PowerAdvocate upon becoming aware of any loss or theft of a user name or 4
password or an unauthorized use of the Energy Intelligence Platform or a user name or password. A 4
Participating Company will be responsible for all use of its user names and passwords by any person or 4
entity. At is sole discretion and at any time, PowerAdvocate may disable one or more user names or 4
passwords or otherwise deny a User access to the Energy Intelligence Platform. 4

4. PowerAdvocate's Role 4

PowerAdvocate may be involved on the Site in many ways, including by assisting a Buyer Company with 4 the preparation and posting of a request for proposals on Sourcing Intelligence, by promoting Supplier 4 Company participation, and by facilitating Participating Company use of the Energy Intelligence Platform 4 through helpdesk services. PowerAdvocate will not take title to, or otherwise have any liability for, any 4 products or services sold or offered for sale on the Site, and each Participating Company hereby releases 4 PowerAdvocate from any such liability. PowerAdvocate is not responsible for any material posted on the 4 Site by a Participating Company. PowerAdvocate has no obligation to monitor the content on the Site. 4 PowerAdvocate has the right, but not the obligation, to remove any material posted on the Site, including 4 any material that is alleged to violate an intellectual property right (whether or not the allegation proves 4 accurate) or that may violate these Terms of Use or applicable laws. 4

5. Participating Company's Role 4

Each Participating Company is responsible for all activities carried out on the Energy Intelligence Platform 4 by its Users, and ensuring that each of its Users abides by the Terms of Use, as they are amended from 4

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time to time and appear on the Site. All Users must be employees or authorized agents of a Participating 4 Company and authorized by that Participating Company to conduct business on the Energy Intelligence 4 Platform. A Participating Company shall inform PowerAdvocate immediately of any change in a User's 4 status that affects that User's right to use the Energy Intelligence Platform. Should a Participating 4 Company fail to do so, that Participating Company will continue to be responsible for all the User's 4 activities on the Energy Intelligence Platform. The applicable Buyer Companies and Supplier Companies 4 are responsible for determining the final terms and conditions between them with respect to a purchase 4 and sale of goods or services arising out of their use of Sourcing Intelligence, including pricing, 4 warranties, logistics, transportation, and inspection as required. If a Buyer Company elects to purchase 4 any goods or services, that Buyer Company and the successful Supplier Company(s) will enter into any 4 contracts they deem necessary and PowerAdvocate will not be a party thereto. You and each 4 Participating Company warrant and covenant that its Contact Information (as defined in paragraph 9), its 4 posting of any materials on the Site, and its other uses of and activities on the Site do not and shall not: 4 (a) infringe any third party's copyright, patent, trademark, trade secret or other intellectual property 4 rights, or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance 4 or regulation (including, without limitation, those governing export control, unfair competition, deceptive 4 trade practices, and false advertising); or (c) constitute activities that are scandalous, deceptive, 4 inaccurate, misleading, defamatory, libelous, obscene, harassing or threatening. You and each 4 Participating Company will comply with all applicable laws, statutes, ordinances and regulations regarding 4 its use of the Site, and regarding its ordering of, bidding on or purchase of goods and services, and its 4 posting and retrieval of information, on or through the Site. Access to the Site by means of screen 4 scrapers, web crawlers or similar methods is prohibited. Any Supplier Company acting as a representative 4 or agent for another Supplier Company (e.g., a manufacturer's representative) acknowledges and agrees 4 that these Terms of Use are intended to bind itself and the Supplier Company that it represents. Each 4 Participating Company represents and warrants that it has all necessary right, title and interest to enter 4 into this Agreement and to perform its obligations under this Agreement and, in the case of a Supplier 4 Company acting as a representative for another Supplier Company, that it has the power to bind that 4 other Supplier Company to these Terms of Use.

6. Third Party Links 4

The Site may contain links to third-party web sites not under the control or operation of PowerAdvocate. PowerAdvocate does not endorse these third-party web sites, and is not responsible for the contents of 4 any linked site or any link contained in a linked site. You may provide a hypertext link to the Site on 4 another web site, so long as such link is done in good taste and does not create the false appearance 4 that PowerAdvocate is associated with or sponsoring the linking web site. The use of techniques to frame 4 the Site within a third-party web site is not permitted under this Agreement. PowerAdvocate reserves the 4 right to revoke its consent to any link at any time in PowerAdvocate's sole discretion.

7. Warranties and Limitations of Liability 4

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. POWERADVOCATE MAKES NO 4 REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO: THE 4 SITE; ANY GOODS, SERVICES OR INFORMATION OFFERED ON OR THROUGH THE SITE; ANY BID 4 EVENTS THAT MAY BE CONDUCTED ON OR THROUGH SOURCING INTELLIGENCE, INCLUDING (i) THE 4 IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND 4 NON-INFRINGEMENT, (ii) THAT THE SITE OR THE INTERNET WILL MEET ANY PARTICULAR 4 REQUIREMENTS, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, SECURE OR 4 OPERATE WITHOUT ERROR, AND (iii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING 4 OR USAGE OF TRADE. POWERADVOCATE MAKES NO REPRESENTATION OR WARRANTY AS TO THE 4 CREDITWORTHINESS. TRUSTWORTHINESS AND ACCEPTABILITY OF ANY PARTICIPATING COMPANIES 4 OR TO THE QUALITY, SUITABILITY, OR CONDITIONS OF GOODS AND SERVICES PROCURED FROM OR 4 THROUGH ANY PARTICIPATING COMPANIES. ANY FORECASTS OR OTHER FORWARD-LOOKING 4 PROJECTIONS OR TRENDS CONTAINED ON THE SITE ARE NOT GUARANTEES OF ACTUAL FUTURE 4 CONDITIONS. ACTUAL FUTURE CONDITIONS MAY DIFFER MATERIALLY FROM WHAT IS FORECAST OR 4 ESTIMATED ON THE SITE DUE TO A VARIETY OF FACTORS THAT COULD INCLUDE CHANGING SUPPLY 4 AND DEMAND CONDITIONS, CHANGING GLOBAL OR NATIONAL ECONOMIC PERFORMANCE, LABOR 4 ISSUES, SHIPPING AND TRANSPORTATION ISSUES, PRODUCTION MISTAKES, OR FORCE MAJEURE 4 EVENTS. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, POWERADVOCATE AND 4 ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND AGENTS, 4 WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT 4 LIMITATION, ANY AND ALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE AND CONSEQUENTIAL 4 9/22/2017 3 Po 3 vocat :: T 3ms of Us 3

DAMAGES (INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, REVENUES OR DATA), ARISING 3 OUT OF OR IN CONNECTION WITH THE SITE, USAGE OF THE SITE, OR THOSE RESULTING FROM ANY 3 GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED THROUGH, OR 3 TRANSACTIONS ENTERED INTO AS A RESULT OF USING THE SITE. THE LIMITATIONS OF LIABILITY 3 PROVIDED IN THESE TERMS OF USE INURE TO THE BENEFIT OF POWERADVOCATE, AND ITS 3 SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, 3 ATTORNEYS AND AGENTS. IN THE EVENT THAT A PARTICIPATING COMPANY HAS A DISPUTE WITH 3 ANOTHER PARTICIPATING COMPANY, BOTH SUCH PARTICIPATING COMPANIES HEREBY RELEASE 3 POWERADVOCATE, AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, 3 DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, FROM ALL CLAIMS, LOSSES, LIABILITIES, 3 DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (DIRECT, INDIRECT, SPECIAL, PUNITIVE, 3 CONSEQUENTIAL OR OTHERWISE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH 3 DISPUTE. 3

8. Confidential Information 3

PowerAdvocate recognizes the importance of protecting confidential and proprietary information collected 3 or posted on the Energy Intelligence Platform and of not disclosing such information to unauthorized third 3 parties. As such, PowerAdvocate enters into confidentiality agreements with PowerAdvocate customers 3 that contain PowerAdvocate's sole obligations concerning the treatment of confidential or proprietary 3 information collected or posted by that customer on the Site. 3

9. Intellectual Property 3

"PowerAdvocate" (alone and together with the three rings) is a registered trademark of Power Advocate, 3 Inc. In addition, "Energy Intelligence Platform," "Spend Intelligence", "Cost Intelligence", "Market 3 Intelligence", and "Sourcing Intelligence" are trademarks or service marks of Power Advocate, Inc. Unless 3 otherwise noted on the Site, all other trademarks, service marks, and logos used in this Site are the 3 trademarks, service marks or logos of their respective owners. All ownership rights -- including all right, 3 title, and interest in all patents, copyrights, trademarks, trade secrets and other intellectual property 3 rights -- in the Site, including any software associated with the operation or functioning of the Site, are 3 and will remain in PowerAdvocate or its licensors. You and each Participating Company will not undertake 3 to copyright, trademark or patent the Site, or any portion thereof. You and each Participating Company 3 acknowledge that all or portions of the Site (including the software and methodologies associated with 3 the operation or functioning of the Energy Intelligence Platform) may be copyrighted, trademarked or 3 patented by PowerAdvocate or another party. You and each Participating Company acknowledge that no 3 such act will cause or be construed as causing any portion of the Energy Intelligence Platform to be in the 3 public domain. You and each Participating Company will not, and will not attempt to, modify, reverse 3 engineer, disassemble or decompile the Site, or permit or cause any third party to do so on your behalf. 3 Any changes, advice, modifications or evaluations of or concerning the Site generated or proposed by any 3 party will be the exclusive property of PowerAdvocate and will not give any one other than 3 PowerAdvocate any right, title or interest in or to the Site. All ideas, concepts, know-how or techniques 3 relating to the use, operation or functioning of the Site will be the exclusive property of PowerAdvocate or 3 PowerAdvocate's licensors. You and each Participating Company are granted only a limited, revocable, 3 non-transferable license to print and download portions of any materials created by PowerAdvocate 3 ("PowerAdvocate Materials") and posted on the Site solely for internal, non-commercial use, provided that 3 any copyright notice and any other notices that appear on any such copies are maintained and 3 unmodified. Any other use, copying, redistribution, publication, or retransmission of any portion of any 3 PowerAdvocate Materials on the Site is strictly prohibited without the express written permission of 3 PowerAdvocate. All PowerAdvocate Materials on the Site are, and shall continue to be, owned by 3 PowerAdvocate, Each Participating Company shall also maintain any copyright notice and any other 3 notices that appear on any materials created by any third party and posted on the Site. PowerAdvocate 3 retains all rights to any data, modules, components, designs, utilities, subsets, objects, program listings, 3 tools, models, methodologies, programs, systems, analysis frameworks, leading practices ("Technical 3 Elements") owned or developed by PowerAdvocate prior to, or independently from, the provision of the 3 Site (and any modifications or enhancements to PowerAdvocate's Technical Elements developed in the 3 course of providing the Site) (collectively, "PowerAdvocate Technical Elements") and PowerAdvocate 3 retains exclusive ownership rights to all PowerAdvocate Technical Elements. PowerAdvocate retains all 3 rights to its knowledge, experience and know-how (including processes, ideas, concepts and techniques) 3 acquired in the course of providing the Site, and, subject to the confidentiality obligations in the separate 3 contracts referenced in Section 8, you and each Participating Company hereby grant to PowerAdvocate a 3 perpetual, worldwide, paid-up license to use, copy, modify and/or sublicense, in the course of 3

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PowerAdvocate's business, any Technical Elements acquired or developed as a result of providing the 4 Site. 4

10. Contact Information 4

"Contact Information" shall mean any and all contact information (name, address, phone numbers, email 4 address) that you provide to PowerAdvocate during registration for the Energy Intelligence Platform or 4 during any other use of the Site. During registration, you shall provide -- and Participating Company shall 4 ensure that its Users provide -- true, accurate, current and complete Contact Information. During 4 registration or any other use of the Site that collects Contact Information, you will ensure that all Contact 4 Information is office or home office contact information and is not private home contact information. 4 PowerAdvocate uses the Contact Information in furtherance of, and consistent with, the Site and 4 otherwise in its normal course of business. By providing your Contact Information, you provide your 4 consent to PowerAdvocate's contacting you by email or telephone in its normal course of business, 4 including to determine your interest in any PowerAdvocate offerings. 4

11. Governing Law and Jurisdiction 4

This Agreement shall be deemed to have been made and performed entirely in the Commonwealth of 4 Massachusetts, and shall be governed by and construed pursuant to the laws of the Commonwealth of 4 Massachusetts without regard to its provisions regarding the conflicts of laws. You and each Participating 4 Company and PowerAdvocate hereby agree the state and federal courts of Massachusetts shall be the 4 exclusive forum and venue to resolve disputes involving PowerAdvocate and arising out of or relating to 4 these Terms of Use or any use of the Site. By using the Site and thereby agreeing to these Terms of Use, 4 you and each Participating Company consent to personal jurisdiction and venue in the state and federal 4 courts in Massachusetts with respect to all such disputes. 4

12. Amendment 4

PowerAdvocate may modify this Agreement from time to time by posting the modified Agreement on the 4 Site. Any use of the Site after the posting of the modified Agreement constitutes that user's and that 4 Participating Company's agreement to be bound by such modified version of this Agreement. 4 PowerAdvocate reserves the right to change the Site at its discretion at any time. PowerAdvocate may 4 add or remove features, services or otherwise modify the Site, all without any liability whatsoever. 4

13. Order of Precedence 4

THESE TERMS OF USE SHALL NOT ALTER OR OVERRIDE ANY CONFLICTING TERMS AND CONDITIONS 4 OF ANY OTHER WRITTEN CONTRACT THAT YOU OR A PARTICIPATING COMPANY MAY HAVE WITH 4 POWERADVOCATE OR WITH ANOTHER PARTICIPATING COMPANY. In the event of any conflicting terms under a written contract signed by you or a Participating Company with PowerAdvocate and these Terms of Use, the terms of the written contract will prevail over the conflicting terms in these Terms of Use. 4

14. Miscellaneous 4

Any notice, report, approval, or consent required or permitted under this Agreement shall be in writing 4 and in the English language. Notices to PowerAdvocate may be sent to Power Advocate, Inc., 179 Lincoln 4 Street, Boston, MA 02111, Facsimile: 857-453-5656, Attention: Daniel P. Sullivan. No failure or delay in 4 exercising any right under this Agreement will operate as a waiver thereof, nor will any partial exercise of 4 any right or power under this Agreement preclude further exercise. If any provision of this Agreement is unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so 4 that this Agreement shall otherwise remain in full force and effect and enforceable. For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall 4 not bind nor attempt to bind the other to any contract with third-parties. No agency, partnership, joint 4 venture, employee-employer, or franchisor-franchisee relationship is intended nor created by this Agreement. 4

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Sourcing Intelligence Quick Start for Suppliers

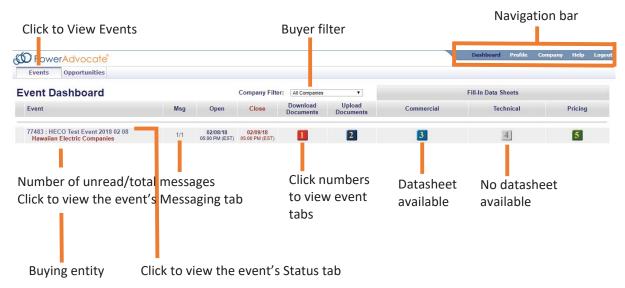
PowerAdvocate® Sourcing Intelligence® enables suppliers to access buyer documents and submit documents over a web-based sourcing platform.

Logging In

- 1. Launch a web browser and go to www.poweradvocate.com.
- 2. Click the orange **Login** button.
- 3. Enter your account User Name and Password (both are case-sensitive) and click Login.
- 4. Click the **Events** tab if it is not already displayed.

Dashboard

Your Dashboard lists the events you have been invited to. A line divides currently accessible events from others.



- Click an event name to view its Status tab, which displays a summary of your activity and key event dates. To view specific details of an event, click the buttons 1-5 to view the corresponding tab.
- To return to the Dashboard, click **Dashboard** in the navigation bar at the top of the window.
- An event will not appear on your Dashboard until you have been added as a participant.



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Sourcing Intelligence Quick Start for Suppliers

Downloading Bid Packages

All of the buyer's bid package documents, including specifications and engineering drawings, are centrally stored on the PowerAdvocate Platform. To view bid documents, click "1" on your Dashboard or on the **1. Download Documents** tab from within the event.



- You can access the Bid sub-tab after the bid opens. You can access buyer documents before the
 event from a Pre-Bid sub-tab if the buyer enables Pre-Bid submittal. Do not upload any files to
 the Pre-Bid tab.
- To view or download a document, click the file name.
- To download multiple documents:
 - Select the checkbox in the Download column for each document you wish to download.
 or click Select All.
 - 2. Click **Download Selected Files**.

Uploading Documents

To upload your documents, click "2" on your Dashboard, or on the **2. Upload Documents** tab from within the event.



- To upload a document:
 - 1. Specify a **Document Type** (Reference ID can be left blank).
 - 2. Click **Choose File**, navigate to and select the document, and then click Open; multiple files can also be compressed into one .zip file for upload.
 - 3. Click Submit Document.



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Sourcing Intelligence Quick Start for Suppliers

Completing Datasheets

In addition to uploading your documents to the **2. Upload Documents** tab, many buyers will request that you fill out one or more datasheets as part of your response. To view the event datasheets, click 3,4,5 on your Dashboard or on the **3. Commercial**, **4. Technical**, or **5. Pricing** tabs from within the event. Buttons/tabs are grayed out (e.g., 4) if the buyer did not create a particular type of datasheet.



- Complete the datasheets over the course of the Bid Open period; datasheets may have multiplesub-tabs.
- Click Save Data often to avoid data loss. Once the bid closes, saved data is automatically submitted to the buyer.
- To view a printer-friendly version of a datasheet, click "Printable."



Communicating with the Bid Event Coordinator (Company Contact)

Buyer companies should use the PowerAdvocate Messaging tool to contact the Bid Event Coordinator (BEC) while the bid event is open.

PowerAdvocate Messaging

To send a message to the BEC, go to the **Messaging** tab and click **Create New Message**. To read or reply to a message from the BEC, click the message subject.



- You can send messages to the BEC and buyer team; replies are sent to the supplier team and the buyer team.
- Supplier teams cannot message each other or see other supplier teams' correspondence with the buyer team.
- You can receive external e-mail notifications of new PowerAdvocate messages by selecting "Yes" to "send email notifications?" in the Messaging tab.



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Sourcing Intelligence Quick Start for Suppliers

Getting More Information

• Click **Help** on the navigation bar to display online help.



- Supplier documentation can be downloaded from the online help system.
- Call PowerAdvocate Support at 857-453-5800 (Mon-Fri, 8 AM to 8 PM Eastern Time) or e-mail support@poweradvocate.com.

February 2018

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CONFIDENTIAL This document and its contents are the confidential property of PowerAdvocate, Inc.

PowerAdvocate 179 Lincoln Street Boston, MA 02111 USA Support: 857.453.5800 Fax: 857.453.5656 E-mail: support@poweradvocate.com

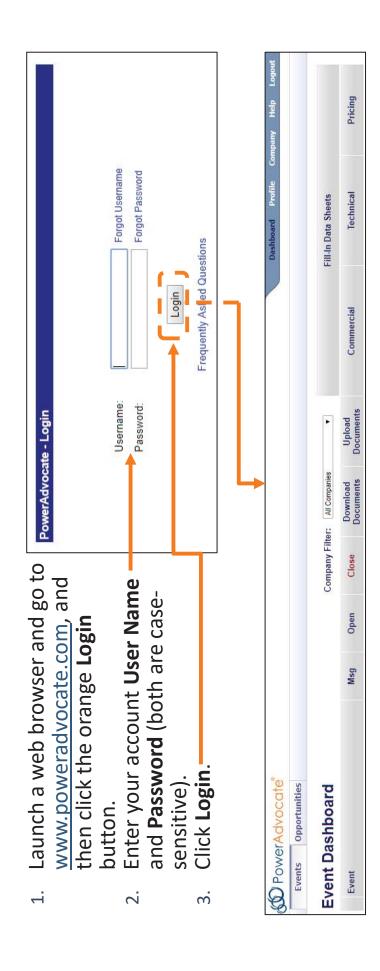
PowerAdvocate Sourcing Intelligence®

Suppliers' Frequently Asked Questions



February 2018

How do I log into Sourcing Intelligence?

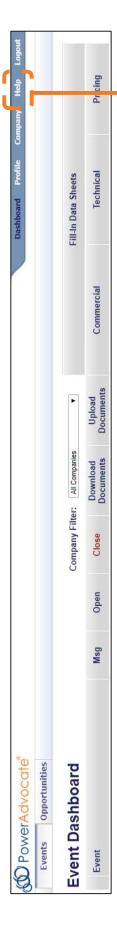


Tips

• If you received an e-mail from a Bid Event Coordinator (Company Contact) inviting you to register, follow the instructions in the e-mail. Be sure to reference the RFP and relevant appendices to register in the proper format.

How do I get more information if I need it?

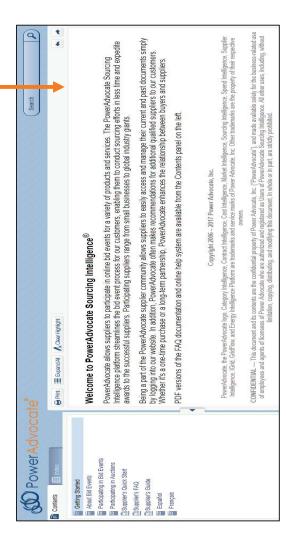
857-453-5800, Monday through Friday (excluding Holidays listed on the PowerAdvocate You can contact PowerAdvocate Support at support@poweradvocate.com or by calling website) from 8:00 AM to 8:00 PM Eastern Time.



Online Help

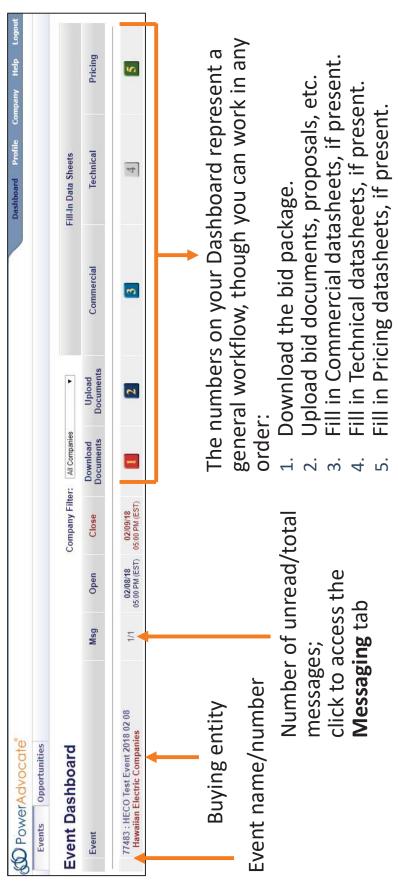
- You can access the Help System at any time by clicking **Help** on the main navigation bar.
- The Help System opens in a new window; use full-text search to get a ranked list of relevant help topics. The Help System is fully navigable,
- highlighting. You can download PDF versions of the documentation from within the Help System.

with features such as term



What information is displayed on my Dashboard?

Your Dashboard displays all bid events to which you have been invited.



Tips

 If an event is missing a type of datasheet, that number and its corresponding tab are greyed out (e.g., 4 above).

How do I access the buyer's bid package?

where you can download the buyer's entire bid package, download selected documents, opens. From the Dashboard, click 1 to access the **1. Download Documents > Bid** tab, Dashboard. You can begin downloading the buyer's bid documents after the event Once a buyer invites you to participate in a bid event, that event appears on your or view individual documents online.

Documents > Pre-Bid tab before the event opens; the buyer must approve your Pre-Bid If the buyer invites you to Pre-Bid, you can access documents from the 1. Download submittal before you can access the Bid sub-tab.

Click **Download Selected**Files to download selected documents.

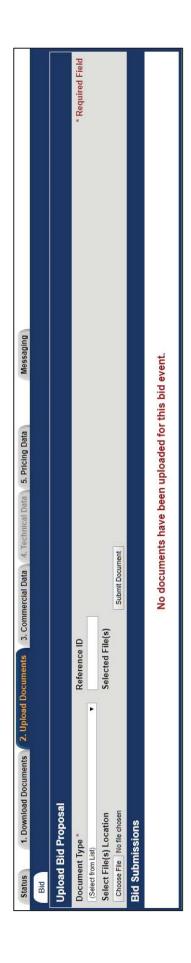
If there are multiple documents, you can selectively download them. Download 2,311 KB File Size Click a **File Name** to view it online. Messaging CompanyPV Example Files.zip 2 United Documents 3. Commercial Data 4. Technical Data 5. Pricing Data Issue Date Ref ID File Name select all files in the Click **Select All** to Select All Download Selected Files Clear All Commercial and Administrative bid package.

Selected documents are saved in a .zip file "Bid_Package-xxxxx.zip" (xxxxx is a unique ID).

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How do I submit documents to the buyer?

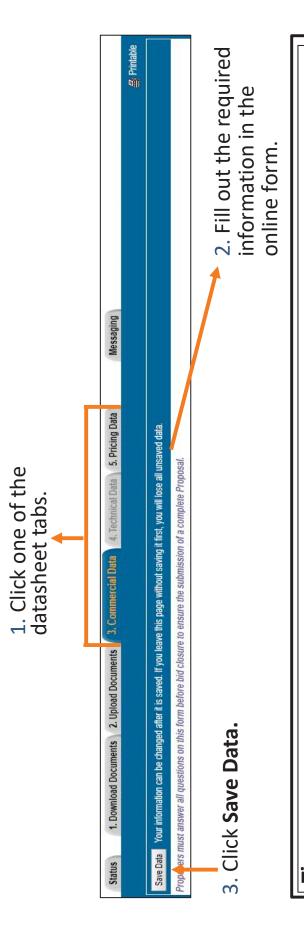
- Go to the **2. Upload Documents** tab and select the appropriate sub-tab.
- Select a **Document Type** and enter a brief Document Description. 1 4
 - Click Choose File, navigate to your document, and click Open.
 - Click **Submit Document**.



- Tips
 Reference ID is optional, although helpful for tracking documents.
 You can add, modify (∠), or delete (x) documents at any time before the bid event
 - There is no limit on the number or size of the documents that you can upload; multiple files can also be compressed into a .zip archive for upload.

How do datasheets work?

In addition to your proposal, buyers often request that you complete datasheets as part of your bid package. Datasheets are online forms that allow buyers to collect specific data to tabulate and compare across suppliers.

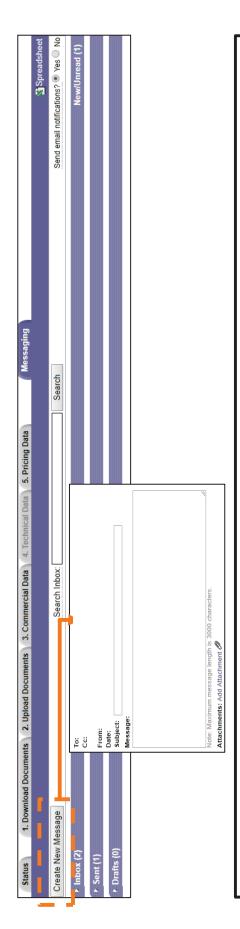


- Multiple users from the same company cannot simultaneously fill out a datasheet— when one user saves, the others' work will be lost. Be sure to click **Save Data** before navigating elsewhere, or data may be lost. Save
 - our work often.
 - There is no **Submit** button. Saved data is automatically submitted when the bid
 - he buyer will block access to datasheets once the bid closes.

How do I communicate with the buyer?

To create a message in PA Messaging:

- Click the event's Messaging tab or the link in the Msg column on your Dashboard.
 - . Click Create New Message.
- To view a message, click the message subject or status icon (🔤 / 🚰).



Tips

- New messages are sent to the Bid Event Coordinator (Company Contact) and copied to the buyer and supplier teams.
 - Messages/file attachments are embedded within an event, and cannot be viewed outside of that event.
- Messages are sent to entire teams; one-to-one messaging is not allowed.
- You can receive external e-mail notifications of new PowerAdvocate messages by selecting "Yes" to "send email notifications" in the Messaging tab.