



REQUEST FOR PROPOSAL

RFP No. 2021-002

For

**Design/Build Services for Supervisory Control and Data Acquisition
(SCADA) System**

*Submit proposals to:
Heber Light & Power Company
Attn: Andrew Dedrickson
31 South 100 West
Heber City, UT 84032*

Issue date: January 15, 2021

I. STATEMENT OF PURPOSE:

Heber Light & Power Company is seeking proposals for Design/build services for Supervisory Control and Data Acquisition SCADA.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. Proposals must be received by **5:00 p.m. on Friday, February 5, 2021**, local time in Heber City, Utah. In the event an extension is requested and agreed upon by the Company, a notice will be communicated to all registered respondents. Proposals may be submitted in electronic format or as a hard copy. All proposals must be clearly marked "**RFP 2021-002: Design/Build Services for Supervisory Control and Data Acquisition (SCADA) System.**"
2. Physical proposals should be sent to:
Heber Light & Power Company
Attn: Andrew Dedrickson
31 South 100 West
Heber City, UT 84032
3. Electronic proposals should be sent to:
adedrickson@heberpower.com
4. All potential respondents are required to register with the Company via e-mail to Andrew Dedrickson (adedrickson@heberpower.com) to receive updates, addenda, or any additional information required. The Company is not responsible for failure to register.
5. Inquiries to the Company requesting clarification regarding any aspect of this RFP must be made via e-mail and must be received prior to the end of the business day on Wednesday, January 27, 2021.
Andrew Dedrickson
adedrickson@heberpower.com
Phone: (435) 654-1581
6. Any questions regarding this RFP will be handled as promptly and as directly as possible. Questions should be directed to Andrew Dedrickson via e-mail at adedrickson@heberpower.com. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered respondents as quickly as possible by addendum.

7. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have the legal authority to execute a contract on the Respondent's behalf.

B. General Notifications:

1. The Company hereby notifies all possible respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
2. The Company reserves the right to modify the Proposal and final selection of work product requirements as needed. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals, and revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Respondents.
3. The Company shall not pay any costs incurred in submitting a proposal or making necessary presentations of the Respondent's product or services; Respondent shall be solely responsible for such expenses.
4. Proposals will be reviewed by a committee of Heber Light & Power staff members. The Company reserves the right to:
 - i. Disqualify any respondent whose conduct and/or Proposal fails to conform to the requirements of this RFP;
 - ii. Seek clarifications or validations of proposals;
 - iii. Reject any or all proposals received in response to this RFP;
 - iv. Make an award under this RFP in whole or in part;
 - v. Negotiate with the selected Respondent within the scope of this RFP, in the best interest of the Company.

C. RFP Schedule:

Issue RFP	January 15, 2021
Last Day for Respondents to Submit Questions	January 27, 2021
RFP Responses Due	February 5, 2021
Shortlist Interviews (if required)	February 15-19, 2021
Decision Made and Notifications Delivered	February 26, 2021

D. Company Profile:

Heber Light & Power Company was originally founded in 1909 when the cities of Heber City, Midway, and Charleston combined forces to build and operate a power plant to serve their residents. These three member communities continue to own the Company and support its mission and, as a result, have enjoyed the benefits of reliable electrical service for their constituents. The Company had 13,175 active customers as of December 31, 2020.

Through the years, the Company has used a number of suppliers to provide support for the various systems and infrastructure that are required to operate an electric utility such as Heber Light & Power.

The Company is a political subdivision of the State of Utah, specifically an Energy Services Interlocal Entity as defined in Utah Code § 11-13-102(7). As a government entity, the Company is tax-exempt. The Company will provide a TC-721 Utah Sale Tax Exemption Certificate at the time a contract is executed.

III. SCOPE OF WORK/EVALUATION FACTORS:

A. Purpose

The Company is seeking proposals for upgrading its Supervisory Control and Data Acquisition (SCADA) System and is looking for qualified firms to develop a reliable system to more effectively and efficiently monitor, control, and operate the electric system. All responsive proposals should address project management, materials to be provided, software, installation, modifications, programming, testing, startup migration/integration, system security, maintenance, and training for a complete SCADA system. Respondents are encouraged to suggest additions or modifications to the illustrative scope that will enhance or clarify the SCADA proposal.

The completed design should improve existing SCADA update times to allow for more timely information retrieval and quicker response to problems. Generally, the goal is to achieve complete system updates in less than 2 minutes with up to 50 RTUs, using a common technology platform among all stations. Proposals shall assume a single source of responsibility for the system that includes from the sensor to SCADA HMI and includes an update strategy that will bring existing substations and generation plants into compliance with current industry standards in regard to control and monitoring.

The selected Company shall provide the services required in Exhibit B, Scope of Services, attached hereto, and incorporated herein.

B. General Information

It is anticipated that the following key deliverables will be required at a minimum. If the Respondent feels that additional tasks are warranted, they must be clearly identified in the Respondent's Proposal. The Company anticipates some of its current infrastructures will remain in use unless a strong case can be made to switch to a different product or infrastructure.

The Company reserves the right to modify the scope of services before the contract is awarded depending on cost and the Company's confidence in the selected Respondent.

Heber Light & Power Company desires a Supervisory Control and Data Acquisition (SCADA) System to be incorporated within the system with the following key functions/characteristics:

- A virtual single master with an option for a virtual development system. Company provided VMware or equivalent virtual platform.
- Basic SCADA software to be licensed for a 50% increase in current point count.
- RTU Communications DNP (serial, tcp/ip), Modbus (serial,tcp/ip). Minimum of eight (8) serial channels for each protocol.
- Include pricing for future support options, also provide where the support options services will be located.
- A read-only SCADA platform to provide web/remote SCADA access and access to historical data (ODBC). Licenses for a minimum of six (6) clients.
- Client workstation for four (4) heads. The Company will provide workstation hardware. Licenses for four (4) stations. At least one of these stations will be shipped to the Respondent to be integrated during FAT.
- Basic SCADA should include all features demonstrated in Respondent demonstrations unless noted otherwise.
- Licensing overview documentation to be provided with Proposal.

- The Respondant will provide SCADA database conversion from the current ACS system. This will not include screen databases. The Respondent will provide utility references that have been converted from ACS.
- The Respondent shall provide full comprehensive support outside of a support agreement during install until SAT and Cut-over.
- The system should be sized to keep ten (10) years of historical data, including the energy imbalance market, based on 5-minute readings of every analog accumulator point in the database, along with ten (10) years of events.
- Include training options, with course outlines and costs.
- Specify how much on-site integration time is being provided with systems.
- Include premade graphics and widgets to easily create/edit screens.
- Notifies users of specific alarms via text and e-mail
- Integrates with AMI, ESRI map, phone, and NISC softwares.
- Setup capability for creating reports that run at specific time intervals (Cron jobs)

Ongoing Maintenance & Support

- Industry Standard Support availability
- Identified maintenance intervals and options
- Frequency of upgrades/maintenance cycles
- Software upgrades free of implementation services when software includes support
- Frequency of hardware upgrades to support software upgrades
- Payment system, i.e., upgrades included in monthly support fee versus a regular periodic system upgrade fee

Additional Options

- Operator training simulator
- Switch order management
- Reports dashboard
- Database editing and analytics software
- Mapping
 - Complete topology integration with Heber's GIS ESRI system.
 - Describe hardware, software requirements needed for the GIS interface.
 - Demonstrate complete integration of Heber's GIS before SAT.
 - The topology should be complete to the point that advanced applications like OMS, AMR, etc., can be added.
 - If licensing is required, it shall include a 50% increase over the current number of feeders.

C. Evaluation Factors

While price is a consideration, it is not the most crucial factor in evaluating proposals. Each Proposal will be evaluated based on the following factors, listed in approximate order of importance:

- i. Qualifications (experience, past performance, reputation, etc.) 15%
- ii. Technical ability and expertise 40%
- iii. Availability and schedule for completion 12.5%
- iv. Cost (not-to-exceed cost and hourly rates) 20%
- v. Organization and approach 12.5%

The Company reserves the right to use a multiple-stage process to select a final proposal.

IV. PROPOSAL INSTRUCTIONS:

A respondent must address all items listed in the detailed scope of services and identified in the appendices with its Proposal. Subject to the successful negotiation of a contract between the Company and the chosen Respondent, the contract will be awarded to the Respondent submitting a proposal that best fits the needs of Heber Light & Power Company and its customers. Respondents are required to provide complete submittal information for all goods or services described in the RFP documents. Failure to complete required portions of the Proposal is sufficient to cause Heber Light & Power Company to deem the Respondent's Proposal non-responsive and disqualified from consideration.

The following sections must be submitted:

1. **Proposal Form** – included as Appendix A in this document.
2. **Respondent Information** – included as Appendix B in this document.
3. **Company Description and Overview** (limit five pages).
 - a. A brief history of the firm
 - b. A brief description of similar projects completed by the firm
4. **Project work plan**
 - i. A detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 - ii. SCADA System Design and Implementation: Technical soundness of the proposed SCADA system approach, including the ability to maintain the operations of the current SCADA system during the upgrade and replacement.
 - iii. Project Implementation: Approach to coordinating the design/build work with Company related projects and current system.
 - iv. Quality Control and Acceptance Testing: Technical soundness of construction activities, including quality control, testing, and acceptance testing.
 - v. Proposed work Items: The overall impact on the proposed work items on the reliability, schedule, operability, maintenance requirements, long-term costs, and other factors will be considered.
5. **Proposed Project Schedule** - The Proposal shall include a project schedule that represents the major activities necessary to implement the work. The schedule should commence with the Notice to Proceed and extend to completion of the Work. The Proposer should indicate the proposed task start and finish dates, key interim milestones, and proposed Company meeting dates. The proposed schedule shall include all proposed major activities for completing the Work, including ordering and delivery of

equipment requiring long lead times, and shall identify the interrelationship between tasks, including the critical path. Proposers shall identify the dates where receipt of permits if needed, are anticipated. The Project schedule shall clearly identify any float in the schedule should the timeframe for obtaining permits extend beyond the Proposer's anticipated timetable for these tasks. Proposers shall also identify specific Company responsibilities, anticipated Company actions, and suggested Company review periods during the design phase, consistent with the requirements of the contract.

6. **Proposed Project Staffing** - Key personnel, will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the Proposal. Include a proposed project management structure, including identification of the project consultant and individuals that will be assigned to the project.

In addition to Respondent staff duties, provide a detailed description of specific tasks you will require from Company staff. Explain what the respective roles of Company staff and your staff would be to complete the tasks specified in the Scope of Work

7. **Proposal Extras** - Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficiency, cost-effective operations, or increased performance capabilities. In addition, the Company will consider proposals that offer alternative service delivery means and methods for the services desired.
8. **Proposal Exceptions** - Any exceptions or requested changes that Respondent has to the RFP conditions, requirements, and Agreement. If there are no exceptions noted, it is assumed the Respondent will accept all conditions and requirements identified in Appendix D – "Agreement for Services." Items not excepted will not be open to later negotiation.
9. **Proposal Cost Sheets and Rates (must be submitted in a separate manner from the rest of the Proposal)** - Include hourly rates for each classification that may be billed. Include any cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement. The hourly rates may be used for pricing the cost of additional services. The cost of the project, including the total hours and hourly rates by staff classification, and the resulting all-inclusive fee for the project, must be included.

Fees must include all anticipated costs, including travel, per diem, and out of pocket expenses. Please note the Company does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

Pricing shall be broken into four different classifications: (licensing, implementation, support, and training). For those items that continue beyond the initial implementation, quote pricing for the first three years in addition to the initial implementation costs. In addition, include price escalations for the past 10 years and estimated future 5 years.

Appendix A

Proposal Form

HEBER LIGHT & POWER COMPANY – PROPOSAL FORM
RFP 2021-002: Design/Build Services for Supervisory Control and Data Acquisition (SCADA) System

In accordance with your Request for Proposal, the undersigned hereby proposes to Design/Build Services for Supervisory Control and Data Acquisition (SCADA) System within this Proposal. Furthermore, the undersigned agrees, upon written notice of acceptance of its Proposal, that it will execute the contract according to its Proposal as accepted.

It is understood that this Proposal constitutes a firm offer which cannot be withdrawn for sixty (60) days after the date set for opening of proposals unless Heber Light & Power Company accepts a proposal by another party on the same RFP prior to the expiration of such sixty (60) day period.

- 1. **LUMP SUM PRICE:** The undersigned bidder hereby proposes to provide the materials and complete the Work as described in this RFP in accordance with the Bid documents listed for the firm lump sum price of:

_____ DOLLARS
(Price in Words)
(\$ _____)

Prior to the contract award, Heber Light & Power Company reserves the right to conduct discussions and negotiations and seek clarifications for any information submitted in a respondent's Proposal.

Payment terms offered other than Net 30

For payment within ten (10) calendar days, Respondent authorizes Heber Light & Power Company to deduct _____ percent off the total invoice amount.

The undersigned hereby certifies that it has examined and is familiar with the RFP packet covering this Proposal, has visited with Company management, informed itself fully as to all the conditions and circumstances that might affect the Proposal, and that it has taken all of such into consideration in preparing this Proposal and understands that Heber Light & Power Company will not be responsible for any errors or omissions on the undersigned's part in preparing this Proposal.

If subcontractors are used, provide the full names of all subcontractors below: RESPONDENT _____

SIGNED _____

SUBCONTRACTORS NAME _____

_____ TITLE _____

_____ ADDRESS _____

_____ TELEPHONE _____

Appendix B

Respondent Information

HLP RFP 2021-002 – Respondent Information

Company Name:

Contact Name:

Contact Phone:

Contact E-mail:

Address:

City:

State:

Zip Code:

Signing Individual:

Title:

Annual Sales:

Total Employees:

Number of Years in Business:

Total Number of SCADA Systems Installed During the Past Five Years:

List contacts at five (5) recent SCADA System customers.

Company Name

Contact Phone

1)

2)

3)

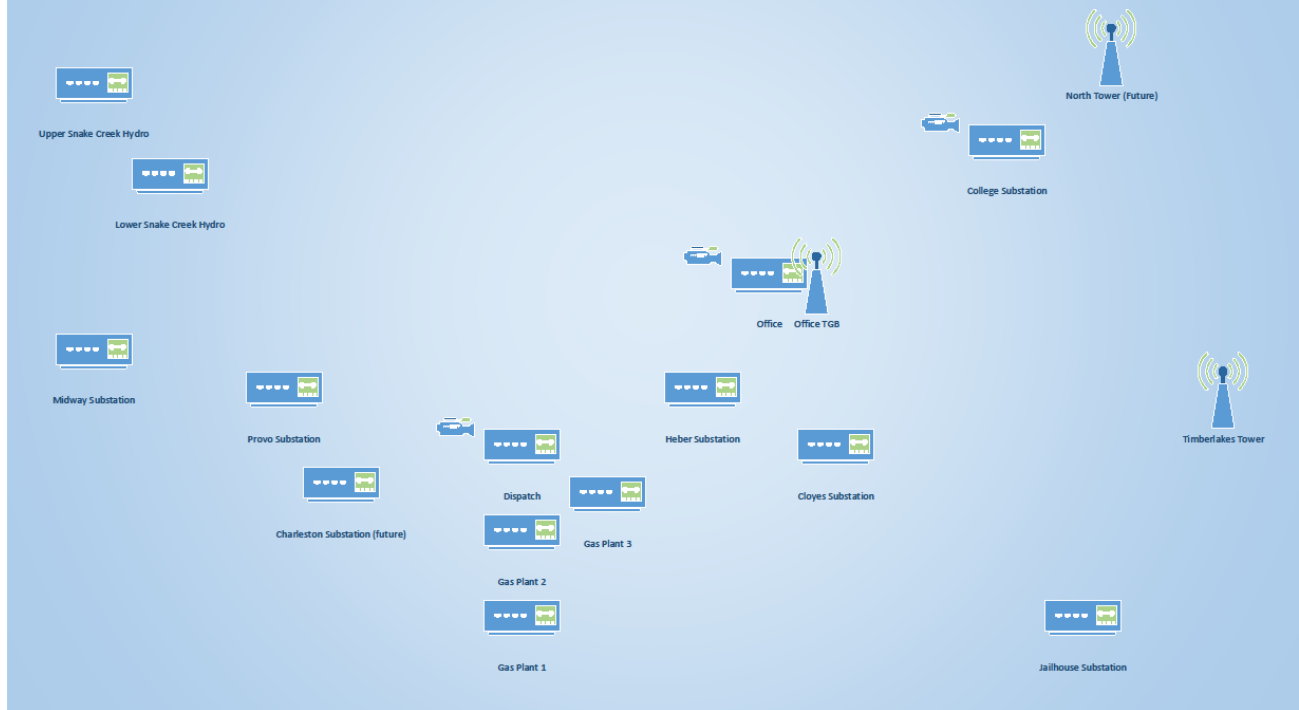
4)

5)

Appendix C

System Critical Asset Locations

Heber Light & Power Company – Critical Asset Locations



Location	Telemetry	Status	Internal	Diagnostic	Pseudo	Calculated	Control	
Midway	76	192	192	40	9	12	32	
Provo	100	75	192	40	9	9	30	
Heber	150	260	192	40	29	9	141	
Cloyes	38	29	192	40	9	8	29	
Jailhouse	178	228	192	40	9	9	61	
College	71	138	192	40	9	8	62	
Lake Creek	70	87	192	40	9	9	19	
Lower Snake Creek	34	24	192	40	9	9	10	
Upper Snake Creek	26	42	192	40	9	9	35	
Gas Plants 1&2	115	262	192	40	18	18	20	
Gas Plant 3	80	160	192	40	9	9	20	
Rice Rule	47	53	192	40	0	5	0	
Jordanelle	40	10	192	40	0	13	0	
Totals	1025	1560	2496	520	128	127	459	6315

Appendix D

Agreement for Professional Services

SAMPLE ONLY

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
HEBER LIGHT & POWER COMPANY
AND
*INSERT CONTRACTOR'S NAME***

PREAMBLE

This Agreement for the performance of services ("Agreement") is by and between *insert Contractor's name, a[n] *choose one: a _____ (enter State name) corporation/partnership/individual, with its principal place of business located at *insert Contractor's address ("Contractor"), and Heber Light & Power Company, a Utah Interlocal Agency with its primary business address at 31 S 100 W, Heber City, UT 84032 ("Company"). Company and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "SCOPE OF SERVICES"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the Work required by Company at his/her own risk and expense. Services to be provided to Company are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by Company is predicated upon representations made by Contractor in that certain document entitled "*insert name of proposal" dated *insert date of Proposal, ("Proposal") set forth in Exhibit A, which constitutes the basis for this Agreement.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on ***insert end date**.

3. QUALIFICATIONS OF CONTRACTOR – STANDARD OR WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and Company expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of Utah.

The system furnished under Exhibit A shall be of a quality acceptable to Company. The criteria for acceptance of the Work provided under this Agreement shall be a product of neat appearance, timely delivered, operationally functional, and properly trained.

4. MONITORING OF SERVICES.

Company may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to Company policy and to the terms of this Agreement. Company may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable Company, county, state, and federal requirements. If any action of Contractor constitutes a breach, Company may terminate this Agreement pursuant to the provisions described herein.

5. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Company when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, Company may make corrections or replace materials or services and charge Contractor for the cost incurred by Company.

6. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by Company. Contractor shall be as fully responsible to Company for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

7. BUSINESS REGISTRATION AND INSURANCE REQUIRED.

Proof of business registration and insurance coverages must be supplied to Company upon execution of this Agreement by Contractor. Company will supply a W-9 and TC-721 Sales Tax Exemption Form upon execution of this Agreement.

8. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither Company's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Company in accordance with applicable law for all damages to Company caused by Contractor's negligent performance of any of the Services furnished under this Agreement. Any acceptance by Company of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

9. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, Company shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES." Contractor will bill Company on a monthly basis by the 25th of each month for Services either provided or anticipated to be provided by Contractor through the end of the month, subject to verification by Company. Company will pay Contractor within thirty (30) days of Company's receipt of invoice.

10. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and Company shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

Company and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written

approval of Company. Contractor shall not hire subcontractors without express written permission from Company.

13. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Company. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind Company to any contracts or other obligations.

15. NO PLEDGING OF COMPANY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of Company or incur any obligation in the name of Company. Contractor shall save and hold harmless the Company, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of Company's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Company, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF COMPANY NAME OR EMBLEM.

Contractor shall not use Company's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of Company.

18. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of Company but Contractor may retain and use copies thereof. Company shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for

damages resulting from the use of said material for Work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF COMPANY TO INSPECT RECORDS OF CONTRACTOR.

Company, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Company. Any expenses not so recorded shall be disallowed by Company.

Contractor shall submit to Company any and all reports concerning its performance under this Agreement that may be requested by Company in writing. Contractor agrees to assist Company in meeting Company's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to Company, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify Company, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which Company shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to Company insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire Agreement between Company and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Company prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Company.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by Company of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Company addressed as follows:

Heber Light & Power Company
Attention: *insert Department
31 S 100 W
Heber City, UT 84032
or by facsimile at (435) 654-1682

And to Contractor addressed as follows:

Name: _____

Address: _____

or by facsimile at (__) ____-_____

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of Utah. The venue of any suit filed by either Party shall be vested in the state courts of the County of Wasatch, or if appropriate, in the United States District Court, District of Utah.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Company regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Wasatch County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

32. COMPLIANCE WITH ETHICAL STANDARDS

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE HEBER LIGHT & POWER COMPANY"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless Company for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

34. CONFLICTS OF INTEREST

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Company officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with

the provisions of Utah Code 67-16-9 and following and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Company if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

HEBER LIGHT & POWER COMPANY
A subdivision of The State of Utah

APPROVED AS TO FORM:

Dated: _____

JASON NORLEN
General Manager
31 S 100 W
Heber City, UT 84032
jnorlen@heberpower.com
Telephone: (435)657-6450
Fax: (435)654-1582

"Company"

*** INSERT CONTRACTOR'S NAME**
*choose one: Corporation/Partnership/Individual

Dated: _____

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: _____

Title: _____

Local Address: _____

Email Address: _____

Telephone: _() - _____

Fax: _() - _____

"Contractor"

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
HEBER LIGHT & POWER COMPANY
AND
*INSERT CONTRACTOR'S NAME***

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the Company by the Contractor under this Agreement are more fully described in the Contractor's Proposal entitled, **"*insert name of proposal"** dated ***insert date of Proposal***, which is attached to this Exhibit A.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
HEBER LIGHT & POWER COMPANY
AND
*INSERT CONTRACTOR'S NAME***

EXHIBIT B

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

In no event shall the amount billed to Company by Contractor for services under this Agreement exceed *spell out dollar amount (\$*insert numerical dollar amount), subject to budget appropriations.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
HEBER LIGHT & POWER COMPANY
AND**

INSERT CONTRACTOR'S NAME

EXHIBIT C

INSURANCE REQUIREMENTS

**INSURANCE COVERAGE REQUIREMENTS
FOR PROFESSIONAL SERVICES**

Without limiting the Consultant's indemnification of the Company, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the Company, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of Utah. These policies shall be primary insurance as to the Company so that any other coverage held by the Company shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made, or a suit is brought, except with respect to the limits of liability.

B. WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.

The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of Company, its officers, employees, volunteers and agents.

C. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include Work performed under this Agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the Company attorney.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. Heber Light & Power Company, its officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's Work for Company.

Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to Company at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-

renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to Company at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and Company agree as follows:

Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by Company, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to Company for review.

Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge Company or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to Company. It is not the intent of Company to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Company for payment of premiums or other amounts with respect thereto.

The Company reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to Company and as described in this Agreement. Consultant shall file with the Company all certificates and endorsements for the required insurance policies for Company's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to Company, or its representative as set forth below, at or prior to execution of this Agreement. Upon Company's request, Consultant shall submit to Company copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to Company pursuant to this Agreement shall be mailed to:

Heber Light & Power Company
Attn: Andrew Dedrickson
31 S 100 W
Heber City, UT 84032
(435)654-1581
adedrickson@heberpower.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the Company or its insurance compliance representatives.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
HEBER LIGHT & POWER COMPANY
AND
*INSERT CONTRACTOR'S NAME***

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER
INTO AN AGREEMENT WITH HEBER LIGHT & POWER COMPANY**

Termination of Agreement for Certain Acts.

- A. The Company may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

If a Contractor¹ does any of the following:

Is convicted of operating a business in violation of any Federal, State or local law or regulation;

Is convicted² of a crime punishable as a felony involving dishonesty³;

Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Company contractor or subcontractor; and/or,

Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy

The Company may also terminate this Agreement in the event any one or more of the following occurs:

The Company determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,

If Company determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Company, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the Company's action to the Board of Directors by filing a written request with the Board Secretary within ten (10) days of the notice given by Company to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Board Secretary. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the Company for the successful performance of the obligations of the Contractor to the Company.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
HEBER LIGHT & POWER COMPANY
AND
*INSERT CONTRACTOR'S NAME***

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of Utah.

*** INSERT CONTRACTOR'S NAME**

*Choose one: a Corporation / Partnership / Individual

By: _____
Signature of Authorized Person or Representative

Name: _____

Title: _____

NOTARY'S ACKNOWLEDGEMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

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EXHIBIT F

MILESTONE SCHEDULE