



Benton PUD Information Technology

Request for Proposal

14-18-08

Project Title: Oracle Customer Care & Billing (CC&B) Integration Services

Proposal Due Date: June 17, 2014 at 3:00pm PST

**RFP Responses: Michelle Ochweri, Manager of Contracts & Purchasing
cp@bentonpud.org**

**Questions: Michelle Ochweri, Manager of Contracts & Purchasing
cp@bentonpud.org**

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1 INTRODUCTION

Executive Summary

Benton PUD, also referred to as the “District”, is a publicly owned distribution electric utility, located in Kennewick, Washington. The District intends contract with an integration partner to assist District staff with the development of web services integrations in and out of our Customer Information System - Oracle’s Customer Care and Billing (CC&B) version 2.3.

After responses to this RFP are received, Benton PUD (the District) will evaluate and award a contract to the response that best fits its needs as determined by the selection criteria.

In order to assure the Oracle Customer Care & Billing (CC&B) Integration Services Contract is compatible with the needs of the Benton PUD; this RFP will employ competitive negotiation as outlined in RCW 39.04.270.

The District will consider all proposals and choose the best solution to meet the objectives of the District. The District reserves the right to reject any part of any proposal and to select from multiple proposals that best meet the objectives.

Benton PUD

The District is a publicly-owned electric distribution utility that provides electricity for Kennewick, Prosser, Benton City and surrounding rural communities of Benton County. The District’s main office is in Kennewick, Washington, with a satellite office in Prosser. The District delivers a variety of electric, conservation, public safety, and broadband services. The District supplies electricity to a service territory of approximately 939 square miles and serves approximately 49,059 retail customers throughout the county. The electric system includes 37 substations, 20 of which are on the Columbia River serving large farms, 791 miles of overhead distribution lines and 819 miles of underground distribution lines. The District has approximately 154 employees.

Current Environment

Customer Information System

Oracle Customer Care & Billing (CC&B) Application v2.3.1, Framework v.2.2.01 running in Oracle v.11.2.03 on a Windows UCS blade server. Application server is WebLogic v.10.2.1.0 on Linux.

Application Middleware

Oracle SOA Suite v.11.1.1.7 running in Oracle v.11.2.03 on a Windows UCS blade server. Application server is WebLogic v.10.3.

Electronic Bill Presentment & Payment (EBPP)

The District is currently evaluating a new option for Electronic Bill Presentment and Payment services. Once the solution has been chosen, additional information will be provided.

Meter Data Management System (MDMS)

The District will be evaluating an MDMS in 2015. The solution will be running in Oracle v.11.2.03 on a Windows UCS blade server. Once the solution has been chosen, additional information will be provided.

Project Scope and Deliverables

This project will focus on the development of integrations between the District’s CC&B application and an Electronic Bill Presentment and Payment (EBPP) vendor. It is anticipated that there will be the following integrations with the EBPP provider’s system:

- Billing and adjustment data from CC&B to EBPP
- Payment data originating from CC&B to EBPP
- Payment data originating from EBPP to CC&B

The chosen vendor will also be required to provide recommended best practices in the use of Oracle SOA as application middleware, and in the overall methodology for interface development with CC&B. The chosen vendor will need to provide a technical overview of the chosen integration methodology and training to District technical staff. The District prefers that all integrations will be done utilizing web services.

The District will be responsible for the following:

- Provide vendor with VPN access to District test environment as required
- Manage the test and development environments
- Work with vendor to resolve errors identified in testing
- Perform unit tests of each integration
- Perform Move-to-Production

The District may have a future need for additional integrations with CC&B including a Meter Data Management System (MDMS), web-based customer portal, pre-pay accounts and kiosks. The specific scopes of work for these projects will be developed and scheduled as mutually agreeable with the chosen vendor and the District, and pricing shall not exceed the hourly rate as proposed by the vendor in this RFP.

Schedule of Events

RFP Issued	April 22, 2014
Conference Call	April 30, 2014 at 11:00am PST
Proposals Due	June 17, 2014 at 3:00pm PST
Planned Contract Award	August 22, 2014 (tentative)

Questions about this RFP

Questions should be directed to via email to Michelle Ochweri, Manager of Contracts and Purchasing, at cp@bentonpud.org

2 GENERAL INFORMATION

Proposal Information

Benton PUD reserves the right to reject any or all proposals received in response to this RFP. In order to assure the District staff is assisted with the development of web services integrations in and out of our Customer Information System - Oracle's Customer Care and Billing (CC&B) version 2.33 and the Contract is compatible with the needs of the Benton PUD this RFP will utilize competitive negotiation as outlined in RCW 39.04.270 provided as an Attachment 1 to this RFP.

We further reserve the right to select any part of any of the proposals to assist District staff with the development of web services integrations; in and out of our Customer Information System - Oracle's Customer Care and Billing (CC&B) version 2.3 Contract and to negotiate with any party for terms and conditions of the contract. Proposals need to include the complete cost of assisting District staff with the development of web services integrations; in and out of our Customer Information System - Oracle's Customer Care and Billing (CC&B) version 2.3. Individual line items prices outlined where feasible or where required by the RFP.

Pre-proposal Conference

The pre-proposal conference will be held on the date and at the time shown on the Schedule of Events. We will hold a question and answer session at this conference via telephone conference call. The purpose of this conference is to provide interested vendors an opportunity to ask questions arising from their review of the RFP. Discussions of changes to the RFP will only apply, if followed by a written amendment to the RFP. Attendance of this conference is not mandatory. However, it is highly recommended proposers attend this conference as information may be clarified that could affect the proposals. Please contact Loretta Tucksen at cp@bentonpud.org; 24 hours prior to conference call to receive instructions to sign onto the conference call.

Proposal Submission

Please review this RFP carefully before responding to ensure that you understand fully all procedural, system, and contractual requirements. The Pre-Proposal Conference is the appropriate forum for requesting clarification of any elements that remain unclear. To be considered for selection, vendors must submit a complete response to this RFP as detailed in this section.

Proposals should be submitted in Microsoft Word format. Proposals should be 30 pages or less without any necessary links to other documents or websites. One additional document, not related to the proposal providing further literature is allowed. Submit proposals electronically via email to:

Michelle Ochweri, Manager of Contracts and Purchasing cp@bentonpud.org

Conformance with Specifications and Terms

All proposals shall conform to the technical specifications and contract terms specified. A sample contract has been provided containing the contract terms. When submitting proposals, the vendor must clearly specify any

modifications to the specifications, contract terms, including all exceptions, deletions, additions or other changes in the proposal. Material modifications as deemed by Benton PUD may be considered as non-responsive and the proposal rejected.

Amendments to RFP

If it becomes necessary to amend this RFP, all vendors who attend the vendor conference will receive copies of the amendments.

Cost to Prepare Proposals

The invitation to submit a proposal does not commit Benton PUD to pay any costs incurred in the submission of the proposal, or in making any necessary studies or designs for its preparation.

Proprietary Information

Benton PUD agrees to hold confidential and not disclose to any outside parties any information included in proposals that is marked as proprietary or confidential, to **the extent allowed by law**. Benton PUD, as a public entity **must comply with public disclosure laws**. As such, Benton PUD may be obligated to release proprietary and confidential information, including but not limited to proposals and contract documents, in response to a formal public records request.

Confidential and proprietary information will be provided to the proposers and it is required this information not be shared with other organizations, or internally, without a need-to-know. The Vendor that is awarded the contract for this project will be required to execute a Confidentiality and Non-Disclosure Agreement (see attached example). Since email and other documents may contain information protected by the Health Insurance Portability and Accountability Act (HIPAA), a Business Associate Agreement – Health Insurance Portability and Accountability Act (HIPAA) will be required to be signed by the contracting vendor (see attached example).

Access to Premises

It is expected that the services requested in this RFP will be performed remotely, via VPN connection established between Benton PUD and the vendor.

If on-site services are required, access to customer premise will be allowed during normal business hours, which are 8:00am – 5:00pm PST. No claims for premium payment for work outside normal hours will be honored unless specifically agreed to in writing by Benton PUD in conjunction with work not covered in this RFP.

Acceptance of Proposal Content

The successful vendor will be expected to enter into a contract based on proposals made and the terms and conditions of the RFP and any subsequent amendments. Failure to complete negotiations will result in disqualification of the proposal. The contents of the proposal of the vendor, specifically including those parts that deal with contractual requirements, purchase prices, and official published specifications will become contractual

obligations, and will be made part of the final contract. RFP's must be submitted with company authorized signature included. If any discrepancy arises between the vendor's form contract and the proposal, the terms in the proposal shall prevail. Failure of the vendor to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition instrument may result in cancellation of the award.

Price Increases

Vendors must affirm that prices as proposed will be valid for a minimum of 90 days after the proposal is submitted. However, upon the award of a contract, the purchase price becomes firm and may not be changed thereafter.

Taxes

Proposals shall reflect the exemption of Federal Excise Tax. The contract may be subject to Washington State Sales Tax, but the proposal price shall **not** include this amount. The Vendor **shall** include appropriate taxes on each invoice.

Prime Vendor Responsibilities

The successful vendor shall assume responsibilities for Oracle Customer Care and Billing Integration Services Contract as outlined in the response to this proposal. Further, Benton PUD will consider the vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Oracle Customer Care and Billing Integration Services Contract.

Permits, Licenses, Ordinances, Regulations

Any and all fees that pertain to the work of any vendor required by the state, county, or city laws shall be paid by the vendor. All other applicable permits or fees required by laws, ordinances, and regulations shall also be paid by the vendor. The vendor must give all notices necessary in connection therewith. All parts of this work that are required to be inspected by Benton PUD, Benton County, or the State of Washington become the responsibility of the vendor. If such work fails to meet the inspection requirements, the work shall be corrected by the vendor at its expense. All work of the vendor shall comply with local and other governing ordinances, codes, and regulations, including OSHA regulations and requirements. No claims for additional payment will be approved for changes required to comply with codes, ordinances, and regulations in effect on the date of the installation. The vendor shall comply with all laws and regulations applicable to the project

Evaluation Process

The objective of evaluation is to examine each proposal to determine if it meets the mandatory requirements, and to judge how well it meets the requirements outlined in this RFP. The first step in the evaluation process will be to determine the degree to which proposals conform to the requirements. Those proposals failing to meet requirements may be rejected without further evaluation. Also, incomplete proposals may be rejected as non-responsive.

The selection decision will be based on the selection criteria as outlined in Selection Criteria section of this RFP.

3 GENERAL FUNCTION REQUIREMENTS

General Requirements

Other Support

Benton PUD has limited internal resources; the District needs an open contract to allow services to be performed by the vendor on an as-needed basis. These support services could be called upon because of internal staff unavailability, because a specialized skill set is needed, or for a peer review. The skill-sets required could be anything within the District's CC&B or SOA environment (as described under current environment portion of this RFP), so the vendor must clearly describe the depth of their ability to provide resources as required.

The District would expect to submit a "ticket" requesting support for a specific issue. The vendor's support staff would research the issue and provide the recommended solution, including an estimate of hours required. Upon District approval to proceed, the solution would be delivered to the agreed to District environment. The District is responsible for testing the solution.

Term of Services

Vendor shall have resources and systems available to begin providing services, beginning September 1, 2014. The term of the contract will be established in the contract and will include milestones for implementation and completion of the project. Any exceptions to the Terms and Conditions in the Sample contract must be expressed in writing in your response to this RFP; otherwise they will not be allowed in the final agreement. The District deserves the right to terminate the contract at any time, with 30 days written notice.

Selection Criteria

Vendor selection will be based on the following criteria:

Interface Development Experience
References
Project Methodology
Cost

List of Returnable Items – please order the response in this order

- Proposal signature page
- A "Company Bio" that describes the company's experience, with specific references to projects performed, with a scope of work similar to this scope of work.
- A "Team Bio" that describes the experience of the proposed team, including technical resources that would be assigned, if needed.
- A description of the methodology of the proposed project.
- A projected cost to complete the deliverables described in the project plan/methodology being proposed.
- Exceptions list – please include with "none" stated if there are no exceptions
- References (minimum 3) from similar or like projects

MATRIX

Rate the following features as:

I	Included with base service as proposed by vendor
O	Optional service provided for additional cost (e.g. separate line item cost) as indicated in cost proposal
E	Exception to the requested service. Explain on response form. Explain all alternatives and any additional costs
N	Service NOT currently available

1.0	General	I	O	E	N
1.1	Vendor will develop functional specification document for CC&B integration with Electronic Bill Presentment & Payment System (EBPP) including the documentation of each consulation point to support the integration along with a detailed listing of each touch point.				
1.2	Vendor will document Unified Modeling Language (UML) process flows and activity diagrams to illustrate the functional flow of data and processes				
1.3	Vendor will develop technical specification document for CC&B integration with the EBPP System				
1.4	Vendor will document the WSDL (Web Service Descriptor Language) schema for each consulation point.				
1.5	Vendor will document UML technical processes				
1.6	Vendor will develop unit test plans for each integration				
1.7	Vendor will deliver code and configuration to District's development environment				
1.8	Vendor will prepare and provide all documentation in accordance with District Configuration & Change Management policies				

2.0	Training/Technical	I	O	E	N
2.1	Vendor to provide technical peer review and training on each integration for District staff				
2.2	Vendor will provide training on XAI framework for District staff				
2.3	Vendor will provide recommended best practices for CC&B integrations in conjunction with Oracle SOA				
2.4	Vendor will develop all integrations using web services where possible				

3.0	Vendor Experience	I	O	E	N
2.1	Vendor has previous experience writing integrations with Oracle CC&B				
2.2	Vendor has previous experience writing real-time integrations with an Electronic Bill Presentment & Payment service				
2.3	Vendor has previous experience writing web services with the use of Oracle's SOA				
2.4	Vendor has previous experience writing integrations with a Meter Data Management System				
2.5	Vendor has previous experience writing real-time integrations with pre-payment kiosks				

Notes:

Identifying Information

PRICING

The proposal must define hourly rates for specific types of work. The proposal must also describe any contractual obligation for a minimum number of hours, or any other obligations required to obtain these services and any future projects. Travel costs will be reimbursed in accordance with Appendix D as shown in sample contract.

PROPOSAL SIGNATURE

Name of Corporation: _____

Mailing Address: _____

City/State/Zip Code: _____

Location of facility for which the Vendor would operate at while performance of this contract:

Individual designated as the point of contact for any questions or concerns related to evaluation of this proposal:

Name of Representative: _____

Name of Project Manager: _____

Telephone: _____ Fax: _____

Federal Employer Tax Identification Number: _____

Person Authorized to bind corporation to the Terms and Conditions of this response:

Authorized Name: _____

Title: _____

Telephone: _____

Email: _____

Authorized Signature: _____

4 APPENDICES

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY AGREEMENT FOR PROFESSIONAL SERVICES

Contract Title

I. PARTIES

This Agreement is entered into by and between *Public Utility District No. 1 of Benton County* with its principal place of business located at 2721 W. 10th Avenue, Kennewick, Washington, hereinafter referred to as the "*District*" and _____ with offices and its principal place of business located at _____, hereinafter referred to as the "*Consultant*".

II. STATEMENT OF WORK

_____ as described in Appendix A.

III. COMPENSATION

The *Consultant* will be paid within a period of thirty (30) days after receipt of invoice and in accordance with Appendix B - Schedule of Payments, attached hereto.

The maximum amount payable by the *District* to the *Consultant* under this Agreement shall not exceed \$_____.

IV. TERM OF AGREEMENT

This Agreement shall commence on _____ and terminate on _____.

V. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services. Also incorporated by this reference are General Terms and Conditions described on Sheets 3, 4, and 5.

Appendix A - Statement of Work
Appendix B - Schedule of Payments
Appendix C - Special Conditions (if applicable)
Appendix D - Reimbursement of Expenses
Appendix E - HIPAA - Business Associate Clauses
Appendix F - Confidentiality and Nondisclosure Agreement

VI. **ADMINISTRATION**

The *District's* Contracting Officer for this work is Michelle Ochweri. The *District's* Technical Representative for this work is _____.

VII. **BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors and assigns.

VIII. **EXECUTION**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

PUBLIC UTILITY DISTRICT NO. 1

5 OF BENTON COUNTY

By _____
Stephen B. Hunter

Title *Assistant General Manager*

Date _____

By _____

Title _____

UBI Number: _____

Date _____

GENERAL TERMS AND CONDITIONS
Benton PUD Agreement for Professional Services

1. **DEFINITIONS**

A. *District*

"*District*" shall mean Public Utility District No. 1 of Benton County, a municipal Corporation of the State of Washington.

B. *Consultant*

"*Consultant*" shall mean the person, firm, partnership or corporation who has executed this Agreement.

C. *Subcontractor*

A person, firm, partnership, or corporation having a contract with *Consultant* or with a Subcontractor to any tier of *Consultant* for the performance of any part of the work.

2. **AGREEMENT**

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the statement of work specified in Appendix A, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, manner or description whatsoever by either party to the other except as expressly set forth and herein above written.

3. **CONSULTANT**

In performing services under this Agreement, *Consultant* shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of the *District*. For this reason, all of the *Consultant's* activities will be at its own risk.

Consultant confirms that *Consultant* has not retired under the Washington State 2008 early retirement factors program.

4. **PROFESSIONAL CONDUCT**

Consultant agrees to perform its consulting services with that standard of care, skill and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that hereunder. *Consultant* is hereby given notice that the *District* will be relying on the accuracy, competence, and completeness of *Consultant's* services hereunder in utilizing the results of such services.

5. **INDEMNIFICATION**

Consultant shall protect, hold free and harmless, defend and pay on behalf of the *District* (including its managers, commissioners and employees) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments, (including attorney's fees) resulting from injury or death, sustained by any person (including *consultant's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *consultant's* performance of this contract. *Consultant's* hold harmless agreement shall apply to any act or omission, willful misconduct or negligence whether passive or active, on the part of *consultant* (its agents or employees); except, that this agreement shall not be

applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of Public Utility District No. 1 of Benton County, its managers, commissioners, and employees.

In any and all claims against the *District* by any employee of *Consultant*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the *Consultant* under worker's compensation acts, disability benefit acts, or other employee benefit acts, AND CONSULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. CONSULTANT ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. **INSURANCE**

The *Consultant* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements:

(a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf, of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive auto-mobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000.

(c) *Consultant* shall provide an endorsement on the Commercial General Liability and Property Damage policy naming the *District* as additional insured and add a separation of insured clause or a cross liability endorsement.

The *District* shall have the right at anytime to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section.

Consultant shall deliver to the Purchasing Department of the *District*, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by the *District* and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificates shall provide that not less than thirty (30) days advance notice will be given in writing to the *District* prior to cancellation, termination or alteration of said policies of insurance. Such advance notice of cancellation, termination, or alteration of said policies shall be delivered to the Purchasing Department of the *District*.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES**

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *Consultant* to the *District* for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *Consultant* prior to clarification by the *District* shall be at *Consultant's* risk.

8. **ROYALTIES, PATENTS AND LICENSES**

The *District* shall have a permanent, assignable non-exclusive royalty-free license to use any concept, product or process, patentable or otherwise, furnished or supplied to the *District* by *Consultant*, or otherwise conceived and/or developed by *Consultant* in the performance of this Agreement. If requested by the *District*, *Consultant* agrees to do all things necessary, at the *District's* sole cost and expense, to obtain patents or copyrights of any processes, products or writings conceived and/or developed or produced by *Consultant* in the performance of this Agreement, to the extent that same may be patented or copyrighted, and further agrees to execute such documents as may be necessary to implement and carry out the provisions of this paragraph. All materials prepared or developed by *Consultant* hereunder, including documents, calculations, maps, sketches, notes, reports, data, models, and samples, shall become the property of the *District* when prepared, whether delivered to the *District* or not, and shall together with any materials furnished *Consultant* by the *District* hereunder, be delivered to the *District* upon request and, in any event, upon termination of this Agreement.

9. **NONDISCLOSURE**

Consultant agrees that he will not divulge to third parties, without the written consent of the *District*, any information which relates to the technical or business activities of the *District* obtained from or through the *District* in connection with the performance of this Agreement unless: (i) the information is known to *Consultant* prior to obtaining the same from the *District*, (ii) the information is, at the time of disclosure by *Consultant*, then in the public domain; or (iii) the information is obtained by *Consultant* from a third party who did not receive the same, directly or indirectly, from the *District* and who has no obligation of nondisclosure with respect thereto. *Consultant* further agrees that he will not, without the prior written consent of the *District*, disclose to any third party any information developed or obtained by *Consultant* in the performance of this Agreement except to the extent that such information falls within one of the categories described in (i), (ii), or (iii) above.

If so requested by the *District*, *Consultant* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

10. **SUBCONTRACTS**

Any contract entered into by *Consultant* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof

without prior written consent of *District* shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *Consultant* or its surety of their responsibilities under this Agreement.

11. **COMPLIANCE WITH LAWS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Consultant shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders and regulations applicable to the work. *Consultant* shall hold the *District* harmless as a result of any infractions thereof by it or any of its Subcontractors.

Without limitation on the foregoing, the *Consultant* shall comply with (i) the Washington Industrial Safety and Health Act (WISHA); (ii) if required, Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order 11375, including posting of notices, filing of reports, and initiation of programs; and, if required, the *Consultant* also will contract with all of its vendors, subcontractors, and/or agents to comply with the foregoing Executive Orders.

Consultant agrees to comply with provisions set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 38 U.S.C. §4212 of the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended and all provisions of 29 CFT Part 471, Appendix A to Subpart A (Executive Order 13496).

12. **TERMINATION**

The *District* may, by written notice to the *Consultant*, terminate this Agreement in whole or in part any time, either for the *District's* convenience, or for the default of *Consultant*. Upon such termination, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the *Consultant* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by the *District*, become the property of and be delivered to the *District*.

If the termination is for the convenience of the *District*, an equitable adjustment in the Agreement price shall be made by Agreement between *Consultant* and the *District* in the compensation to be paid *Consultant* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

If, after notice of termination for failure to fulfill Agreement obligation, it is determined that the *Consultant* had not so failed, the termination shall be deemed to have been effected for the convenience of the *District*. In such event, adjustment in the Agreement price shall be made as provided in paragraph ii, above.

The rights and remedies of the *District* provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

13. **CHANGES**

The *District* may at any time, by written order, make changes within the Statement of Work of the Agreement in the services to be performed. If such changes cause an increase or decrease in the cost of, or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *Consultant* of the notification of change, unless the *District* grants a further period of time before the date of final payment under the Agreement.

No services for which an additional cost or fee will be charged by the *Consultant* shall be furnished without the prior written authorization of the *District*.

14. **PROGRESS REVIEW**

The services performed under this Agreement shall be subject to review by the *District*. This periodic review shall not relieve the *Consultant* of responsibility for proper performance of the services.

15. **AUDITS**

The *Consultant* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of the contract, retain sufficient evidence, which shall be freely disclosed to the *District*, its agents, representatives and the Bonneville Power Administration to permit verification of proper performance of entitlement to payments for work under this contract.

16. **REPORTS AND RECORDS**

The *Consultant* shall provide reports submitted in the manner directed by the *District*. The *Consultant* shall maintain on file and have available to the *District* its calculations in legible form for a period of three (3) years following termination of this Agreement drawings, specifications, reports and any other documents prepared by the *Consultant* in connection with any or all of the services furnished hereunder shall be the property of the *District*.

17. **INVOICES**

Consultant shall invoice referencing this Agreement number and the Work Release Order Number, if any. Invoices shall be numbered, itemized and supported by proper documentation in accordance with the provisions of Appendix B, Schedule of Payments. Invoices are to be mailed directly to:

Benton PUD
Attn: Accounts Payable
PO Box 6270
Kennewick, Washington 99336

18. **REIMBURSEMENT OF EXPENSES**

General:

Expenses of a personal nature which do not benefit the *District* and which might have been incurred whether or not the traveler was on official business are not

reimbursable. These include entertainment, alcoholic beverages, clothes laundering or dry cleaning, traffic violations, side trips not related to *District* business, expenses of family or other persons not authorized to receive reimbursement from the *District*, trip insurance, and personal purchases.

Receipts for hotel/motel accommodations, air travel, and rental car shall be attached to invoices as documentation of expenditures, regardless of amount. Receipts for taxi, other forms of local travel, parking fees and other incidental expenses need not be attached unless the amount of the claim exceeds \$35. per item.

Transportation:

Travel should be by the most direct route available, and the mode of transport should be the one that is most economical and consistent with the purposes of the trip. The traveler should accept the lowest transportation fares meeting the trip requirements. Indirect routing and stopovers for personal reasons are to be approved in advance and noted on the Travel Expense Report. Related additional costs are not reimbursable.

Lodging:

Payment for lodging is at actual cost for reasonable accommodations, which can vary depending on the location of travel.

Travelers are required to attach an itemized lodging receipt for approved occupancy to the invoice.

Meals:

Travelers are eligible to receive a per diem meal allowance while conducting official *District* business. Receipts are not required. Travelers are eligible to receive a meal allowance if the business trip requires them to be in travel status during their normal mealtime (i.e., breakfast, lunch or dinner).

The per diem meal allowance is considered to be a reimbursement for meal expenses. Per diem amounts will be reduced in instances where a traveler does not incur expenses for meals because they are furnished or included in the registration fee for a meeting or conference. Per diem meal allowances are not reduced for meals served on airlines or for continental breakfast served at the hotel or seminar/conference.

IRS Publication, 1542, *Per Diem Rates*, will provide per diem rates for travel within the continental United States, Finance & Administrative Services will maintain a table of the per diem rates, including tax and tip, which shall establish the maximum reimbursement for single meals.

The *District* Auditor may approve an exception to the per diem meal allowance and allow for the reimbursement of actual meal expenses under special circumstances. In such cases, receipts will be required for reimbursement. Reimbursement for tips and gratuities will be limited to 15% of the meal cost.

Contract Finance & Administrative Services for per diem rates for foreign travel.

Communication Expenses:

The cost of business telephone calls is reimbursable, including brief calls (up to 5 minutes) to a traveler's home relating to safe arrival, change in travel plans and airport transportation.

Charges for fax machine and Internet are eligible for reimbursement if *District* business requires such communication.

Other Expenses:

Actual costs are reimbursed for necessary baggage handling and other incidental business expenses, including

reasonable and customary tips for valet service and housekeeping.

19. **NOTICES**

Any notice required to be given under this Agreement shall be given by depositing in the U.S. Mail with registered postage prepaid to the address of the *District* or *Consultant*, respectively, as set forth herein and shall be effective on the date of mailing as shown by the postmark or shall be given in writing served on an officer of the *Consultant* or on the Contract and Purchasing Manager of the *District*.

20. **TITLE**

The *District* shall retain title to all *District* furnished property. All *District* property and all property acquired by the *Consultant* or its subcontractors are subject to the provisions of this clause. If this contract contains a provision directing the *Consultant* or its subcontractor to purchase material or equipment for which the *District* will reimburse the *Consultant* or its subcontractors as a direct item of cost under this contract –

- (i) Title to material and equipment purchased from a vendor shall pass to and vest in the *District* upon random delivery of such material and equipment, and
- (ii) Title to all other material and equipment shall pass to and vest in the *District* upon
 - (a) Issuance of the material and equipment for use in contract performance; or
 - (b) Commencement of proceedings of the material and equipment or its use in contract performance; or
 - (c) Reimbursement of the cost of the material and equipment by the *District*, whichever occurs first.

€ END €

Appendix A

Statement of Work

Appendix B

Schedule of Payments

Appendix C

Special Conditions

Changes to General Terms and Conditions: None

Appendix D

Reimbursement of Expenses

General:

As a public entity, good stewardship requires expenses to be allowable, accurate and reasonable. Expenses that do not meet these criteria may be denied for reimbursement. Expenses of a personal nature which do not benefit the District and which might have been incurred whether or not the traveler was on official business are not reimbursable. These include entertainment, alcoholic beverages, clothes laundering or dry cleaning, traffic violations, side trips not related to District business, expenses of family or other persons not authorized to receive reimbursement from the District, trip insurance, and personal purchases.

Receipts for hotel/motel accommodations, air travel, and rental car shall be attached to invoices as documentation of expenditures, regardless of amount. Receipts for meals must be attached to invoices if the Per Diem method is not used (see Meals). Receipts for taxi, other forms of local travel, parking fees and other incidental expenses need not be attached unless the amount of the claim exceeds \$35.00 per item.

Transportation:

Travel should be by the most direct route available, and the mode of transport should be the one that is most economical and consistent with the purposes of the trip. The traveler should accept the lowest transportation fares meeting the trip requirements. In the case of indirect routing and stopovers for personal reasons, reimbursable expenses are to be limited to the most economical cost of the direct route, while any additional expenses are not reimbursable. Benton PUD reserves the right to make partial reimbursement if transportation costs are excessive or unreasonable.

Lodging:

Payment for lodging is at actual cost for reasonable accommodations at a commercial lodging establishment, which can vary depending on the location of travel, and is subject to a maximum dollar limit. Contractors should stay at the most cost effective location, considering lodging and transportation costs, meeting location, and personal safety. Benton PUD reserves the right to make partial reimbursement if lodging costs are excessive or unreasonable. If Contractor has questions or concerns, they should seek advance approval.

The lodging expense limitations should be applied to the lodging rate before taxes. Thus, the amount reimbursed or paid for lodging expenses may exceed the established lodging limitation.

Travelers are required to attach an itemized lodging receipt for approved occupancy to the invoice. The following items must be included on the itemized receipt:

- Traveler's name or names
- Name and address of the place of lodging
- Date(s) occupied
- Actual rate charged per room

Other charges such as tips, room service, movies, personal phone calls, laundry services, late checkout fees, meals or miscellaneous charges are not included in the lodging expense and are not reimbursable.

Pre-approval from the District will be required if the travelers intends on staying longer than five (5) business days.

Meals:

Travelers are eligible to receive a per diem meal and incidental expense (M&IE) allowance while conducting official District business. Travelers are eligible to receive a meal allowance if the business trip requires them to be in travel status during their normal mealtime (i.e., breakfast, lunch or dinner).

Travelers must choose between per diem reimbursement and actual meal costs documented by receipts. Only one method may be used for this contract. If actual meal cost reimbursement is chosen, reimbursement may be denied if no receipt is provided.

Per Diem (M&IE)

Reimbursements for meal expenditures, is to a maximum of the current per diem M&IE allowance listed in Appendix C Schedule of Payments. The per diem M&IE allowance is considered to be a reimbursement for meal expenses. Per diem amounts will be reduced in instances where a traveler does not incur expenses for meals because they are furnished or included in the registration fee for a meeting or conference. Per diem meal allowances are not reduced for limited continental breakfasts served at the hotel or seminar/conference. The per diem M&IE allowance recognized by the IRS is published by the U.S. General Services Administration (www.gsa.gov/perdiem) for travel within the continental United States. The District will maintain a table of the per diem rates, including tax and tip, which shall establish the maximum reimbursement for single meals.

Incidental expenses that are included in the per diem M&IE allowance include fees and tips given to porters, baggage carriers, bellhops and housekeeping.

Actual Meal Costs

Actual meal costs are reimbursable and must be accompanied by a detailed receipt listing the items purchased. **Credit card receipts are not acceptable.** The purchase of alcoholic beverages is not reimbursable. If actual meal costs are submitted for reimbursement, the District may deny reimbursement for lack of detailed receipt or unreasonable costs. The District will reimburse tips up to 18%. Tips of \$3 or less are acceptable regardless of the cost of the meal.

Communication Expenses:

The cost of business telephone calls is reimbursable, including brief calls (up to 5 minutes) to a traveler's home relating to safe arrival, change in travel plans and airport transportation.

Charges for fax machine and Internet are eligible for reimbursement if District business requires such communication.

Other Expenses:

Actual costs for reasonable and substantiated business costs are reimbursed for other incidental business expenses not specifically included in the per diem M&IE allowance and not specifically addressed elsewhere.

Appendix E

Business Associate Clauses

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulation, the Standards of Privacy of Individual Identifiable Health Information at 45 CFR Part 160 and 164, Subpart A and E (“Privacy Rule”), Benton County Public Utility District #1 (hereinafter referred to as “Benton PUD”) is required to enter into an agreement with the Business Associate, pursuant to which the Business Associate shall comply with and appropriately safeguard Protected Health Information (“PHI”) that it will use and disclose when performing functions, activities or services (“Services”) for the Benton PUD. The Business Associate by signing this contract shall comply with the following terms in addition to other applicable contract terms and conditions relating to the safekeeping, use and disclosure of PHI.

Definitions:

Terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms contained within the Privacy Rule.

- (a) Agreement: “Agreement” shall mean this clause and any other provisions of this contract that are incorporated by reference.
- (b) Business Associate: “Business Associate” shall mean the Contractor, also known as _____.
- (c) Covered Entity: “Covered Entity” shall mean Benton PUD.
- (d) Designated Record Set: “Designated Record Set” shall mean (1) a group of records maintained by or for a covered entity that is: (i) The medical records and billing records about individuals maintained by or for a covered health care provider, (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals; (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity. (45 CFR § 164.501).
- (e) Individual: “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- (f) Privacy Rule: “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- (g) Protected Health Information: “Protected Health Information” (“PHI”) shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by the Contractor from or on behalf of Benton PUD; Required By Law: “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.

- (h) Required By Law: “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.
- (i) Secretary: “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.

Privacy Rule Compliance:

The Business Associate agrees to comply with the Business Associate Agreement requirements under the Privacy Rule and the provisions of this Agreement throughout the term of this Agreement. The Business Associate agrees that it will require all of its agents, employees, subsidiaries, affiliates and subcontractors, to whom the Business Associate provides PHI, or who create or receive PHI on behalf of the Business Associate for Benton PUD, to comply with the Privacy Rule and to enter into a written agreement with the Business Associate that provides the same restrictions, terms and conditions as set forth in this Agreement. Any subcontracts shall be let as provided for in this contract but, notwithstanding any exemption from any requirement for written consent contained in the subcontracting clause, the Business Associate shall nonetheless obtain the Contracting Officer’s written consent before placing any subcontract pursuant to which the contractor discloses PHI to the subcontractor.

Permitted Uses and Disclosures:

The Business Associate shall not use or disclose PHI except as provided for in this Agreement, the Privacy Rule or other applicable law, to perform functions, activities or services for or on behalf of Benton PUD as specified herein. The Business Associate agrees that it may use or disclose PHI on behalf of Benton PUD only; (1) upon obtaining the authorization of the Participant to whom the PHI pertains (45 CFR §§ 164.5029(a)(1)(iv) and 164.508(b)); (2) for the purpose of treatment, payment or health care operations (45 CFR §§ 164.502(a)(1)(ii) and 164.506); or (3) without an authorization or consent, if in accordance with 45 CFR §§ 164.506, 164.510, 164.512, 164.514(e), 164.514(t) or 164.514(g). Except as otherwise limited in this Agreement, the Business Associate may use PHI for the management and administration of the Business Associate or to carry out responsibilities of the Contractor required by law.

Safeguards:

The Business Associate shall develop and use appropriate procedural, physical and electronic safeguards to protect against the use or disclosure of PHI or the Privacy Rule. The Business Associate will limit any use, disclosure or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request in accordance with the requirements of the Privacy Rule.

Safeguards for Electronic PHI:

The Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that is creates, receives, maintains, or transmits on behalf of Benton PUD as required by 45 CFR § 164, subpart C, Security Standards for the Protection of Electronic Health Information.

Reporting of Disclosure:

The Business Associate shall promptly report to Benton PUD any knowledge of uses or disclosures of PHI that are not in accordance with this Agreement or applicable law. In addition, the Business

Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of the Privacy Rule.

Records - Benton PUD Access:

The Business Associate shall maintain records of PHI received from or created or received on behalf of Benton PUD and shall document subsequent uses and disclosures of such information by the Business Associate. The Business Associate shall promptly make available to CWPU, such information as Benton PUD may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to the Privacy Rule (*e.g.*, 45 CFR § 164.528 (individual request for an accounting of PHI disclosure) and other applicable law.

Records – Individual Access:

The Business Associate shall maintain a designated record set, as defined by the Privacy Rule (45 CFR § 164.501), for each Participant for which it has PHI. In accordance with a Participant's right to access his PHI under the Privacy Rule, the Business Associate shall make available all PHI in the Participant's designated record set to the Participant to whom that information pertains, or to the Participant's authorized representative, upon request by the Participant or his authorized representative to meet the requirements under 45 CFR § 164.524. The Business Associate shall document all disclosures under this section and shall promptly make such information available to Benton PUD pursuant to Section 6 above.

Disclosure:

Upon request, the Business Associate shall make available to Benton PUD or to the Secretary, PHI and the Business Associate's internal practices, books and records, including its policies and procedures, including any agreements required by Section 1 with subcontractors, vendors and other agents relating to the use and disclosure of PHI received from Benton PUD, or created or received by the Business Associate on behalf of Benton PUD, for purposes of determining Benton PUD's compliance with the Privacy Rule. The Business Associate shall not disclose PHI to any requesting party other than as provided for in this Section and Sections 2 and 7 above. The Business Associate shall forward all other requests to Benton PUD for handling.

Amendments of Information:

The Business Associate shall make PHI available to Benton PUD for Benton PUD to fulfill its obligations pursuant to the Privacy Rule to amend PHI and shall, as directed by Benton PUD, incorporate any amendments into PHI held by the Business Associate and ensure incorporation of any such amendments into PHI held by its agents or subcontractors. The Business Associate shall not make any amendments to PHI and shall forward all amendment requests to Benton PUD Contracting Manager for approval.

Obligations of Benton PUD:

Benton PUD Contracting Manager shall provide the Business Associate with its notice of privacy practices, produced under 45 CFR § 164.520 and any changes to the notice. Benton PUD Contracting Manager shall also provide the Business Associate with any changes in, or revocation or, individuals' authorizations to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses or disclosures of PHI. Benton PUD Contracting Manager shall notify the Business Associate of any restrictions to the use or disclosure of PHI that Benton PUD has agreed to pursuant

to an individual's request under 45 CFR § 164.522. Benton PUD shall not request that the Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Benton PUD.

Material Breach – Termination:

If the Business Associate breaches a material obligation of this Agreement or fails to comply with the Privacy Rule, Benton PUD will give the Contractor an opportunity to cure the breach, but if the Contractor fails to cure the breach, Benton PUD will terminate the Agreement as provided in the termination section. If at the determination of Benton PUD Contracting Manager neither cure nor termination are feasible, Benton PUD shall report the material breach to the Secretary. Termination of this Agreement shall not affect any provision of this Agreement which, by its wording or nature, is intended to remain in effect and to continue to operate in the event of termination. Termination of the underlying contract between the parties will result in the termination of this Agreement.

Return or Destruction of Information:

When this Agreement/Contract terminates, the Business Associate, at Benton PUD's option, shall return to Benton PUD or destroy all PHI in its possession, and keep no copies of PHI except as requested by Benton PUD or required by law. Benton PUD Contracting Manager shall notify the Business Associate whether the Business Associate must return or destroy any PHI in its possession. If the Business Associate or its agent or subcontractor destroys any PHI, then the Business Associate will provide Benton PUD with documentation evidencing such destruction. Any PHI maintained by the Business Associate shall continue to be extended the same protections set forth in this Agreement for as long, as it is maintained.

Term:

The term of this Agreement shall begin on the effective date of this modification and/or contract award and end with the completion of the contract, except as provided in Section 12.

Amendment of Agreement:

After the date of execution of this Agreement and after learning that material changes have been made to the Privacy Rule, the parties agree to amend this Agreement to ensure that it complies with the Privacy Rule and that Benton PUD can continue to comply with the Privacy Rule.

Miscellaneous Provisions:

- (a) All notices under this Agreement shall be as provided in this contract.
- (b) This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their successors and assigns. Any novation, assignment, or other transfer of rights, interests, or duties under this Agreement by the Contractor shall be as provided in this contract.
- (c) Any ambiguity in this Agreement shall be resolved to bring the Agreement into compliance with the most current version of the Privacy Rule.
- (d) If a court of competent jurisdiction deems any provision of this Agreement unenforceable, such provision shall be severed from this Agreement and every other provision of the Agreement shall remain in full force and effect.

Appendix F

Confidentiality and Nondisclosure Agreement

This Confidentiality Agreement (“Agreement”) is by and between Public Utility District No. 1 of Benton County (“BPUD”), a municipal corporation governed under RCW 54 of the laws of the State of Washington, and _____ (“Contractor”).

For purposes of this Agreement, “Confidential Information” shall include BPUD’s customer, employee, or vendor information, all technical and business information or material that has or could have commercial value or other interest in the business or prospective business of BPUD, and all information and material provided by the BPUD which is not an open public record subject to disclosure under the Washington Public Records Act. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of BPUD or its customers, whether or not such information is identified as Confidential Information.

For purposes of this Agreement, “Contractor” shall include all employees, consultants, advisors and subcontractors of Contractor (“its Representatives”).

Contractor hereby agrees as follows:

1. Contractor and its Representatives shall use the Confidential Information solely for the purposes directly related to the business set forth in Contractor’s agreement with BPUD and shall not in any way use the Confidential Information to the detriment of BPUD. Nothing in this Agreement shall be construed as granting any rights to Contractor, by license or otherwise, to any BPUD’s Confidential Information.

Contractor agrees to obtain and utilize such Confidential Information provided by BPUD solely for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

2. In the event third parties attempt to obtain the Confidential Information by legal process, the Contractor agrees that it will not release or disclose any Confidential Information until BPUD has notice of the legal process and has been given reasonable opportunity to contest such release of information and/or to assert the confidentiality privilege.
3. Upon demand by BPUD, all information, including written notes, photographs, memoranda, or notes taken by Contractor that is Confidential Information shall be returned to BPUD.
4. Confidential Information shall not be disclosed to any third party without prior written consent of BPUD.
5. It is understood that Contractor shall have no obligation with respect to any information known by it or generally known within the industry prior to the date of this Agreement, or become common knowledge with the industry thereafter.

6. Contractor acknowledges that any disclosure of Confidential Information will cause irreparable harm to the BPUD, and agrees to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure and agrees generally to take all steps necessary to ensure the maintenance of confidentiality including obligating any of its Representatives who receive Confidential Information to covenants of confidentiality.

7. The obligation set forth in this Agreement will continue for as long as Contractor possesses Confidential Information. If Contractor fails to abide by this Agreement, the BPUD will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by the Contractor's breach, and to any other remedies provided by applicable law. Any breach of this Agreement shall constitute a default in performance by Contractor in any contract between the BPUD and Contractor. If any suit or action is filed by BPUD to enforce this Agreement, or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in the preparation or in prosecution or defense of such suit or action as affixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as affixed by the appellate court. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

 PUBLIC UTILITY DISTRICT 1 OF
 BENTON COUNTY

Dated: _____

 CONTRACTOR

Dated: _____

 Company Name of Contractor

Attachment 1

RCW 39.04.270 – Competitive Negotiations

Electronic data processing and Telecommunications systems: Municipalities - Acquisition method - Competitive negotiation - Findings, intent.

- (1) The legislature finds that the unique aspects of electronic data processing and telecommunications systems and the importance of these systems for effective administration warrant separate acquisition authority for electronic data processing and telecommunication systems. It is the intent of the legislature that municipalities utilize an acquisition method for electronic data processing and telecommunication systems that is both competitive and compatible with the needs of the municipalities.
- (2) A municipality may acquire electronic data processing or telecommunication equipment, software, or services through competitive negotiation rather than through competitive bidding.
 - a. "Competitive negotiation," for the purposes of this section, shall include, as a minimum, the following requirements:
 - (a) A request for proposal shall be prepared and submitted to an adequate number of qualified sources, as determined by the municipality in its discretion, to permit reasonable competition consistent with the requirements of the procurement. Notice of the request for the proposal must be published in a newspaper of general circulation in the municipality at least thirteen days before the last date upon which proposals will be received. The request for proposal shall identify significant evaluation factors, including price, and their relative importance.
 - b. The municipality shall provide reasonable procedures for technical evaluation of the proposals received, identification of qualified sources, and selection for awarding the contract.

The award shall be made to the qualified bidder whose proposal is most advantageous to the municipality with price and other factors considered. The municipality may reject any and all proposals for good cause and request new proposals.