
REQUEST FOR PROPOSAL

MID RFP# 2017-02

Advanced Meter Infrastructure (AMI)

Date of Issue: **Tuesday, October 17, 2017**
Due Date/Time of Receipt: **Thursday, December 7, 2017**
By 2:00 p.m. Local PST time
Address: **744 W. 20th Street, Merced, California,**
ATTN: Vanessa Lara
Pre-Proposal Conference: **There will be no pre-bid conference**
for this project.



Issued By:

Vanessa Lara, Project Manager

744 W. 20th Street

Merced, California 95340

Phone (209)722-5761

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Website: <http://www.mercedid.com>

E-mail vlara@mercedid.org

Sealed proposals must physically be at the above location at the above stated date and time. Proposals received after the opening date will not be considered. Only the names of the proposer(s) responding will be available to the public immediately after the RFP opening. Detailed instructions for the completion of the proposal are contained in this Request for Proposal. Your interest in serving MID is greatly appreciated.

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OVERVIEW & PROPOSAL PROCEDURES

Section 1

A. Introduction

Intent: Merced Irrigation District (“MID”) is hereby requesting proposals for the following:

- An electric advanced metering infrastructure (AMI) solution including electric meters, AMI network, AMI headend software, and backhaul communications.
- At the same time as an AMI solution is being provided, MID will be procuring and installing a new CIS to work with the AMI solution. MID and the CIS vendor will be responsible for integrations with the new CIS as well as other MID legacy systems, but requests input and pricing proposals from AMI solution providers if they have the experience and capability to perform such integrations.
- Subsequent to AMI and CIS system installation, a Meter Data Management System will be procured and installed.
- Integration to MID’s systems should be done via standard product to product adapters preferably using MultiSpeak 4.1 or 5.0 with no private extensions to the MultiSpeak definitions.
- Vendors will be responsible for project related services to include project management, system design and configuration, project and product documentation, unit testing, integration testing to MID’s systems, supporting MID’s initial deployment area (IDA) testing, user acceptance testing (UAT), deployment support, and final acceptance testing once the system has been installed.
- Vendors will also be responsible for AMI network design, installation, testing, and an option for on-going network maintenance
- MID will be responsible for installing all AMI meters.

B. Background

Merced Irrigation District is authorized to act as an electric utility under the California Water Code. Merced Irrigation District has owned and operated hydroelectric generating facilities on the Merced River since 1927. In 1995, Merced Irrigation District exercised its authority to sell power to retail electric customers. Merced Irrigation District offers its customers full requirements electric service including power supply and delivery to the customer. Since 1996, Merced Irrigation District has connected approximately 9,000 customers to Merced Irrigation District's electric system.

MID has a variety of electric meter types deployed throughout its service area. This includes services for large commercial and industrial customers as well as small commercial and residential customers. A specific breakdown of meter types and quantities is included as part of the MID AMI Pricing, Attachment J.

B.1 AMI Project Overview

MID’s main initial drivers for installation of an AMI system are to support theft detection

efforts, to capture savings through a reduction in truck rolls associated with disconnects and reconnects and to support the interest of large commercial customers in usage data to meet their needs. Use of AMI data to support outage management and provide a residential customer portal are mid-term goals while advanced functionality including distribution automation will be considered in the long term.

MID needs the AMI system and meters configured to support the following general configuration:

- Single-Phase Configuration
 - 100% of residential, single-phase meters will have remote disconnect functionality. Approximately 5% of MID's single-phase meters support small commercial customers that may not include remote disconnect functionality,
 - 15-minute interval data for kWh delivered/received/net, kW, and voltage,
 - TOU-On Peak, TOU-Off Peak, and
 - at least one daily register for kWh
- Poly-Phase Configuration
 - 15-minute interval data for kWh delivered/received/net, kW, kVARh and voltage
 - TOU-On Peak, TOU-Off Peak, kW- On Peak, kW-Off Peak, kVAR-On Peak, kVAR-Off Peak, and
 - at least one daily register for kWh

Attachment B includes high-level diagrams of MID's current and desired AMI solution architecture. MID understands the final integration paths (to/from each system) may vary with the Vendor's solution. This should be communicated in the RFP response.

MID envisions the initial AMI system implementation to be completed on or before December 31, 2018 with full meter deployment to follow in 2019 and 2020. As part of the initial system implementation, MID plans to install an Initial Deployment Area (IDA) with a relatively small number of meters of various types and network communications assets to test communications to and from the meters through the network communications assets to the vendor head end system. MID will also use these deployed meters to test end-to-end/meter to cash system operation prior to full deployment.

B.2 MID Provided Documentation

The documentation to be provided by MID is considered critical infrastructure information, sensitive as the services and specifications. Proposers intending to obtain the "MID to be provided documentation" shall read, understand, execute and submit **Attachment "H" Nondisclosure Agreement (NDA)** to: Vanessa Lara via e-mail (vlara@mercedid.org) or by facsimile (209) 722-1457. The NDA shall be executed by an individual who has legal power to sign an official document on behalf of the Proposer. After completion and correct return of the NDA, MID shall confirm the authorization of signatory before providing access to a DropBox account that contains the critical infrastructure information. Failure to submit the confidentiality agreement or

inability to confirm authorization of signatory will result in no access to the “MID provided documentation”.

- Consumer/Meter Locations (Shape File)
- Pole Locations (Shape File)
- MID owned Tower Locations (Shape File)
- Service Area (Shape File)
- Substations (Shape File)

C. RFP Timeline

<u>Tentative Schedule</u>	
<u>Task</u>	<u>Date</u>
<u>RFP Released to General Public</u>	<u>10/17/17</u>
<u>Notification of Intent to Bid</u>	<u>10/31/17</u>
<u>Deadline for Questions by Interested Parties</u>	<u>11/15/17</u>
<u>Proposal Due Date and Opening</u>	<u>12/7/17</u>
<u>Evaluation</u>	<u>1/19/17</u>
<u>Shortlist Presentations</u>	<u>1/29-2/2/18</u>
<u>Selection of a Vendor for Negotiations</u>	<u>2/16/18</u>
<u>Contract Negotiations</u>	<u>2/19-3/16/18</u>
<u>Board of Director or President/General Manager Approval of Contract</u>	<u>3/31/18</u>

D. Pre-Proposal Conference- None Scheduled

There will be no pre-proposal conference for this project.

E. Specific Submittal Format

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

Table of Contents

This will follow the cover letter. Include a clear identification of the material by section and page number.

TAB “A” – Management and Personnel Qualifications – TAB “A”

This section shall contain the following:

1. Letter of Transmittal. Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy.
2. Individuals and Qualifications. Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to this project.
3. Litigation. Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
5. Financial Information. Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number.
6. Insurance Certificates. Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful proposer will be required to provide Certificate(s) of Insurance evidencing coverage.

TAB "B" - Relevant Experience of Firm – TAB "B"

In this section, the Vendor will identify and describe at least three previously completed projects of similar or greater size and scope to the proposed project. Include contact information (i.e., name, address, phone number and e-mail address) for a utility representative at each of the listed projects that can be contacted concerning the project.

TAB "C" – Approach to Delivery of Services – TAB "C"

This section shall contain the following:

1. State your firm's/team's technical approach to the project and the interpretation of the scope of services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of work that documents the Vendor's implementation methodology and specific services and tasks to be performed. Include information concerning each task, deliverables, and MID staff required to accomplish each task of the project.
4. Provide an implementation schedule for proposed services including any management and planning strategies.
5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

6. Include a single Microsoft Project Schedule in native format for the project.

TAB “D” - Solution Requirements – TAB “D”

Vendor will complete the following Excel workbook and submit it in the original Excel format.

- Atch I - MID AMI Solution Requirements

TAB “E” - Price for the Scope of Services Requested – TAB “E”

Vendor will complete the following Excel workbook and submit it in the original Excel format. No PDF versions are allowed.

- Atch J - MID AMI Pricing

MID expects fixed price for project services, to the maximum extent possible. The pricing workbook has a tab for the Vendor to document pricing assumptions. For some services, per unit pricing may be most appropriate. The pricing worksheets allow the Vendor to identify this. The project methodology will include reviewing the scope of work at the completion of the design for each project phase. If the scope has changed and the changes can be justified, changes to the price will be negotiated at that time and documented in a project change request.

Pricing will include all software modules needed to meet MID’s functional requirements.

For the services to be provided, allocate the hours among the positions in your rate sheet among the major tasks identified. Also provide an estimate of the number of trips, by position, by major task. Also include estimates for any reimbursables.

The final SOW and pricing will be negotiated with the awarded Vendor based on the pricing included in the RFP response and other factors.

TAB “F” – Additional Vendor Material – TAB “F”

This tab will include additional vendor material needed to complete the Vendor’s response.

Minimum Requirements

MID will review minimum requirements for each proposal. The Vendor must pass these minimum requirements before their proposal will be given to the evaluation team. The minimum requirements are as follows:

- Vendor must have at least three successful implementations of an AMI

system supporting at least 10,000 electric AMI meters within the last five years. One of the three successful implementations must have supported a smaller AMI system under 50,000 electric meters.

- MID is strongly leaning towards the use of a Managed Services solution for the AMI Head-End System. As such, MID will only consider vendors that provide Managed Services as an option.

These minimum requirements are also documented on the Minimum Requirements worksheet of the following spreadsheet:

- Atch I - MID AMI Solution Requirements

It is the Vendor's best interest to make it easy for MID to verify compliance with these minimum requirements.

F. Additional Requirements

Attachments

All attachments required by this Request for Proposal shall be fully executed by the Vendor. Failure to do so may result in disqualification.

G. Page Limitation.

None. However, concise descriptions and explanations are encouraged. References to Vendor provided documents or marketing material is discouraged, but if it is unavoidable, provide specific page and section references to simplify navigation. MID is not responsible if the evaluation team cannot find the appropriate content in the vendor documentation.

H. Evaluation Point Values.

<u>Evaluation Criteria</u>	
<u>Category</u>	<u>Points</u>
A. Management and Personnel Qualifications/Relevant Experience of Firm	10
B. Approach to Delivery of Services	15
D. Solution Requirements	35
E. Price	25
F. Shortlist Demonstrations/Presentations	15
Total Points	100

I. Statement of Intention to Bid

All proposers intending to bid must complete Attachment D, Statement of Intention to Bid, and return it Vanessa Lara, no later than Tuesday, October 31, 3:30 PM PDT to (vlara@mercedid.org). All subsequent RFP documentation, including Addendums, will only be sent to those proposers who have expressed their intention to bid.

J. Proposal Delivery Requirements

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their proposal delivered to the MID Purchasing Agent for receipt on or before the stated time and date. If a proposal is sent by U. S. Mail, the proposer shall be responsible for its timely delivery to the Purchasing Agent. Proposals delayed by mail or otherwise not received on time shall not be considered and shall be returned unopened.

K. Questions & Contact Person

During the submission process, to ensure fair consideration for all prospective proposers, MID prohibits communication to or with any department or employee, except as provided in the following paragraph. During the evaluation process, MID prohibits communications initiated by a proposer to any MID employee evaluating or considering the proposal prior to the time an award decision has been made. Any communication between the proposer and MID will be initiated by the MID Purchasing Agent in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award and/or any future project.

Any questions relative to interpretation of specifications or the solicitation document process shall be addressed to **Vanessa Lara**, in writing, no later than Wednesday, **November 15, 3:30 PM PST to (vlara@mercedid.org)**. Any interpretation made to prospective companies will be expressed in the form of an addendum to the specifications, which, if issued, will be conveyed in writing to all prospective companies that have documented their intention to bid.

Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested in writing from the contact person.

L. Parties Defined

1. Merced Irrigation District: Merced Irrigation District is the party issuing this above-numbered Request for Proposal (RFP) and for whose benefit services and/or commodities will be rendered hereunder. Throughout this RFP, including throughout any associated Contract Agreement and Contract Documents, Merced Irrigation District may be referred to interchangeably as “MID”, “the District”, “Owner”, or “Purchaser”.
2. Proposer/Vendor/Contractor: The terms “Proposer”, “Vendor” and/or “Contractor” refer to the same party, *i.e.*, the party responding to MID’s above-numbered RFP. If the vendor is teaming with other vendors, these terms apply to all team members. The terms may be used interchangeably throughout the RFP, including throughout any associated Contract Agreement and Contract Documents, to refer to the party responding to MID’s above-numbered RFP.
3. Savings Clause: The presence or absence of a defined term describing either party to this RFP, which includes any associated Contract Agreement and Contract Documents, will not render any provisions of the RFP, associated Contract Agreement or Contract Documents ineffective or inapplicable to such party provided a given provision’s context reasonably indicates that it applies to such party. The use or lack thereof of capital letters in any of the terms defined and described is not intended to carry any legal significance and shall not be construed to deny applicability of any provisions or terms to the parties by reason thereof.

M. Obtaining Solicitation Document(s)

All bid documents and plans may be downloaded from the District’s website at www.mercedid.org by going to the RFP tab to the right and hovering to see the link. The plans and specifications and other documents may also be examined at the District main office addressed above. Additional copies of said plans may be obtained upon payment of a non-refundable fee of \$40.00 per set plus mailing fees, if applicable.

N. Clarification and Addenda

Each Proposer shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFP shall be addressed to the contact person/Purchasing Agent. Clarification of RFP's submitted shall be in letter form, signed by the proposer. MID shall not be responsible for oral interpretations given by any MID employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this RFP, MID will attempt to notify all prospective proposers who have documented their intention to bid. However, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Purchasing Agent to determine if addenda were issued and to make such addenda a part of their proposal.

O. Sealed and Marked Package

One (1) Unbound signed original and **five (5)** signed copies of your proposal including a memory stick containing the entire submittal formatted to be read with Microsoft® software products and/or Adobe® PDF software, as applicable and required by the RFP shall be submitted in one sealed package, clearly marked on the outside of package **with Proposal number** and addressed to:

**Vanessa Lara, Project Manager
Merced Irrigation District
744 W. 20th Street
Merced, California 95340**

P. Legal Name of Proposer

Proposals shall clearly indicate the legal name, address, and telephone number of the Proposer (company, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the agency to the submitted proposal.

Q. Signature

The RFP shall be signed in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the proposal. Failure to properly sign the proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

R. Proposal Expenses

All expenses for making proposals to MID are to be borne by the proposer.

S. Irrevocable Offer

Any proposal may be withdrawn up until the date and time set above for delivery of the proposal. Any proposal not so withdrawn shall, upon delivery, constitute an irrevocable offer for a period of one hundred twenty (120) days to sell MID the goods or services set forth in this RFP until one or more of the proposals have been duly accepted by MID.

T. Reserved Rights

MID reserves the right to accept or reject any and/or all proposals, or any part thereof and/or to waive irregularities and technicalities and to request submission. Also, MID reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of MID. Any sole response received by the first submission date may or may not be rejected by MID depending on available competition and timely needs of MID. For each item or for all items combined, the proposal of the lowest responsive, responsible proposer will be accepted, unless all proposals are rejected.

To be responsive, a proposer shall submit a proposal that conforms in all material respects to the requirements set forth in the RFP.

The lowest responsible proposer shall mean that proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in this RFP otherwise required by MID and who is known to be fit and capable to perform the proposal as made.

To be a responsible proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, MID reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel; and past performance records. In the event that any pay item price is determined to be unreasonably low or unreasonably high, the bid may be declared non-

responsive and may not be considered.

U. Appeals and Remedies

Any person adversely affected by the decision or intended decision of award must file a written notice of protest to the MID within seventy-two (72) hours (excluding Saturday, Sundays, and legal holidays) after the posting of the MID's decision or intended decision. MID Purchasing Agent should be contacted to obtain comprehensive written protest procedures prior to filing a written notice of protest.

V. Collusion

By offering a submission to this RFP, the proposer certifies that the proposer has not divulged, discussed, or compared his proposal with any other proposer and has not colluded with any other proposer or parties to this proposal whatsoever. The proposer also certifies that in connection with this proposal:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor.

Any prices and/or cost data submitted for this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other proposer or to any competitor. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into and;

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee accepting bona fide employees established commercial agencies maintained by the purchaser for the purpose of doing business.

W. Contract Forms

Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by MID.

X. Indemnity

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Merced Irrigation District, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Merced Irrigation District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Merced Irrigation District or Contractor, and damages to or destruction of property of any person, including but not limited to, Merced Irrigation District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Merced Irrigation District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active negligence of Merced Irrigation District or its directors, officers, employees, or authorized volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- D. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Merced Irrigation District or its directors, officers, employees, or authorized volunteers.
- E. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Merced Irrigation District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.
- F. Contractor shall reimburse Merced Irrigation District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- G. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Merced Irrigation District, or its directors, officers, employees, or authorized volunteers.

Y. Proposal Forms, Variances, Alternates

Proposals must be submitted on attached MID proposal forms (if provided) with other exhibits, although additional information may be attached. All blank spaces must be completed with the appropriate response. The proposer must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. Proposer(s) must indicate any variances from the conditions of the RFP; otherwise proposer(s) must fully comply with the RFP in its entirety. Alternate proposals may or may not be considered at the sole discretion of the Purchasing Agent.

Z. Basis for Award

Factors that will be considered in the award of the contract include, but are not limited to the following:

1. Quoted pricing structure (lump sum, unit price, firm or subject to escalation, etc.)
2. Response time upon issuance of notice to proceed and time of completion or delivery.
3. Quality of workmanship and responsiveness as represented by references.
4. Capabilities, experience and equipment necessary to do required work.
5. Financial capability, location of facilities, safety statistics, etc.
6. Exceptions to MID's standard terms and conditions.
7. MID's previous experience with Vendor.

The contract resulting from this solicitation will be awarded to that responsible proposer whose bid conforming to the invitation is determined most responsive and/or advantageous to MID, price and other factors considered. The proposer's response shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

Exceptions to the bid may be considered if determined minor in nature and acceptable to MID's application. All exceptions shall be noted on the attached "Statement of Compliance" response form (Attachment E).

AA. Split Award

MID reserves the right to make award to one proposer, to split the award between proposers, or to not award some or all items, depending on the best interest of MID. MID may accept any item or group of items on any proposal unless the offeror qualifies his proposal by specific limitations.

AB. Oral Presentations

MID may require proposers found to be qualified based on the evaluation criteria set forth in this RFP, to give oral/short list presentations/demonstrations in support of their proposals or to exhibit or otherwise demonstrate the information contained in their proposal.

AC. The Right to Audit

The contractor agrees to furnish such supporting detail as may be required by the owner to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The owner will pay the cost of any audit. The owner shall have the right to audit the contractor's records pertaining to the work/product for a

period of three (3) years after final payment.

AD. Completeness of Proposal

Proposers shall propose on all items in one proposal form. Failure to do so may result in the proposal being rejected as not responsive.

When proposals on certain items are optional, proposers shall insert the words "no proposal" in the space provided for an item for which no proposal is made.

Incorporation in the proposal of substantial exceptions to this RFP shall invalidate the proposal, if the exceptions amount to a substantial modification of the contract documents. Exceptions to the specifications shall be clearly noted in the "Statement of Compliance, Attachment E". Exceptions may be considered if determined minor in nature and acceptable to MID's application.

The proposal must be signed by an authorized agent or officer of the firm.

AE. Modification or Withdrawal of Proposal

A modification of a proposal already received will be considered only if the modification is received prior to the time announced for delivery of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Modifications submitted by telephone, facsimile, or electronic mail (e-mail) will not be considered.

Any proposer may withdraw his proposal by giving written notice to the Purchasing Agent, MID, at the place such proposals are to be received and at any time **prior** to the time announced for delivery of proposals.

AF. Errors in Proposals

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the proposer's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of proposals. In case of error of extension of prices in the proposal, the unit price shall govern.

AG. Interpretations

Should any proposer have any questions as to the intent of meaning of any part of this RFP, he/she should contact the contact person of this RFP in time to receive a written reply before submitting his/her proposal.

AH. Deviations to Specifications

All deviations from the specifications must be noted in detail by the proposer, in writing, at the time of submittal of the formal proposal. The absence of a written list of specification deviations at the time of submittal of the proposal will hold the proposer strictly accountable to MID to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material, equipment, and/or service delivered or performed.

AI. Alternatives/Substitutions to Specifications

Any alternatives or substitutions to the attached specification must be clearly delineated, set out, and submitted on the "STATEMENT OF COMPLIANCE" response form (Attachment E).

AJ. Additional Information Request

MID reserves the right to request any additional information needed for clarification for evaluation purposes from any proposer.

AK. Period of Offer Validity

Prices quoted in the proposal must remain open for a period of one hundred twenty (120) days from the date of opening.

AL. Cancellation

It is the intention of MID to purchase material or services from sources of supply that will give prompt and convenient shipment/service. Any failure of the proposer to satisfy the requirements of MID shall be reason for termination of the award. Any proposal may be rejected in whole or in part for good cause when in the best interest of MID.

AM. Applicable Laws

All applicable laws and regulations of the State of California and MID procurement regulations and procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with any MID procurement shall be in accordance with MID procurement regulations and procedures.

AN. Proposal Tabulations

A copy of the proposal tabulation can be received by visiting MID's website at <http://www.mercedid.com>.

AO. Delivery

Delivery time will be a factor for any orders placed as a result of this proposal. MID reserves the right to cancel such order(s) or any part thereof, with obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. All items should be proposed F.O.B Destination with freight charges prepaid and included, to designated addresses as specified by MID on its purchase order(s) or form of contract(s). Proposer must state specific number of calendar days required for delivery of each item proposed.

AP. Taxes

The Contractor shall pay for all taxes, licenses, permits, and inspections required for the work.

AQ. Compliance with Laws and Regulations

By its signature on the Contract Agreement, Contractor hereby certifies that it is aware of any and all applicable federal, state and local laws, regulations, orders of courts and/or governmental agencies, ordinances and permitting requirements and further certifies that it has taken or will take all actions necessary to ensure full compliance with such requirements, including full compliance by any subcontractors and/or materialmen employed by Contractor to perform on this Contract. Contractor agrees to indemnify and hold MID harmless for any and all claims, losses, penalties, fines and expenses (including, without limitation, any and all reasonable attorney's and expert's fees)

related to Contractor's failure, and/or the failure of its subcontractors and materialmen, to abide by the terms of this Section.

AR. I-9 Verification Compliance and Indemnification

By its signature on the Contract Agreement, Contractor hereby certifies that it is aware of any and all applicable federal immigration law requirements, including, without limitation, Contractor's obligation to properly verify the legal work status of each of its employees by the filing of a complete and accurate Form I-9. Contractor also acknowledges the importance of ensuring that all personnel accessing any of MID's property have been properly verified through the I-9 documentation process. Accordingly, Contractor further certifies that it has taken and will take all actions necessary to ensure full compliance with the Form I-9 requirements, and any other applicable immigration law requirements, and shall also ensure the compliance with such requirements by any subcontractors and materialmen employed by Contractor on this Contract. Contractor agrees to indemnify and hold MID harmless for any and all claims, losses, penalties, fines and expenses (including, without limitation, any and all reasonable attorney's and expert's fees) related to Contractor's failure, and/or the failure of its subcontractors and materialmen, to abide by the terms of this Section.

*******END OF THIS SECTION*******

GENERAL CONDITIONS & SPECIAL INSTRUCTIONS
Section 2

A. General

These instructions are standard for all contracts for commodities and/or services issued to Merced Irrigation District. MID may delete, supersede or modify any of these standard instructions. Proposer agrees that the provisions included within this proposal shall prevail over any conflicting provisions within any standard form contract of the proposer regardless of any language in proposer's contract to the contrary.

B. Governing Law, Jurisdiction and Venue

This Agreement, and all matters arising directly or indirectly from this Agreement, will be governed by and construed in accordance with the law of the State of California without giving effect to the conflicts of laws, provisions or principles thereof. For any legal action, suit, claim, or other proceeding arising out of or in any way connected with this Agreement, each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts sitting in, or having principal jurisdiction over, Merced County, California.

C. Hindrances and Delays

The contractor expressly agrees that in undertaking to complete the work/services within the time specified, he/she has made allowances for all hindrances and delays that might usually be expected to occur in performing the work/services. No claims shall be made by the contractor or his subcontractors for such hindrances and delays.

If the contractor or his subcontractors experiences hindrances and delays which, in his opinion, are not usually to be expected in the performance of the work/services, and which affect the performance of the work/services, he/she may request a change in the agreement. Such hindrances and delays may include, but not be limited to, acts or failures to act by the owner or other contractors employed by the owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

If a change in the contract is required due to work suspensions or hindrances and delays, the contract price will be increased according to agreed lump sums, agreed acceleration costs, or other demonstrable costs submitted by the contractor and substantiated to the satisfaction of the owner.

D. Liens

No liens may be filed against the owner. Any claimant may apply to the owner for a copy of this proposal and the performance bond (if required of this proposal). The claimant shall have a right of action against the contractor and surety for the amount due him/her. Such action shall not involve the owner in any expense. Claims against the contractor or the surety are subject to timely prior notice to both the contractor and the surety.

THE CONTRACTOR SHALL INSERT THE FOLLOWING PARAGRAPH IN EVERY SUB-SUBCONTRACT HEREUNDER:

“Notice: Claims for labor, materials and supplies are not assertable against Merced Irrigation District, and are subject to proper prior notice to the contractor and to the surety.”

E. Prohibition of Assignment

Neither the owner nor contractor shall assign, sublet or transfer any interest in this agreement without the written consent of the other. Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), nor shall contractor assign any monies due or to become due to it under this agreement without the prior written consent of the owner thereto. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire agreement are binding on the heirs, successors, and assigns of the parties hereto.

F. No Waiver of Rights

No partial payment made under this agreement shall be evidence of the performance of the agreement either wholly or in part, and no payment shall be construed to be an acceptance of improper material or unsatisfactory performance. No act of the owner in superintending, nor failure to disapprove or reject any material or services used therein, nor any extension of time for the completion of the material/service shall be construed as acceptance of the work either wholly or in part. Acceptance shall be evidenced only by the final payment by the owner.

G. Contract Documents Defined and Made Binding

All of the RFP procedures, General Conditions, Special Instructions, Insurance & Bonding Requirements, and all attached requirements and specifications set forth herein shall, together, form the Contract Documents and as such shall be incorporated by reference into and made a part of the Contract Agreement executed between owner and contractor such that all the terms and conditions of the Contract Documents shall be fully binding on each party. By submitting a signed proposal in response to this above numbered RFP, the contractor agrees to be bound by any and all terms and conditions of the Contract Documents.

H. Contract Documents Not Affected by Oral Agreement

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specification stated in the Contract Documents. All modifications, amendments and/or addenda to the Contract Documents must be made in a writing or writings executed by contractor and Owner in order to be legally enforceable.

I. Other Governmental Agencies

Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and billing. Each agency shall be liable only for materials ordered and received and services rendered to it and no agency assumes any additional liability by virtue of this proposal.

J. Purchase Orders and Termination

1. Purchase Orders

P.O.'s may be issued with an electronic signature. P.O.'s signed electronically shall be fully effective and legally enforceable. By furnishing any services in response to a P.O. and/or giving any other indication of acceptance by P.O., the contractor agrees to be bound by all the terms and conditions set forth herein. Every P.O. issued under this above-numbered RFP will be considered an enforceable addition to the Contract Documents.

The agreement may be terminated by either party without cause, by giving written notice of termination of one hundred twenty (120) days advance notice of termination.

2. Termination for Cause

If at any time during this agreement MID finds sufficient cause regarding this service, such as unprofessional treatment of MID customers, or default or negligence on the part of the contractor, MID will immediately request a meeting to resolve any of the above issues or other related issues. If MID finds, in its sole discretion, that these issues cannot be resolved to its satisfaction, MID may waive the one hundred twenty (120) day advance notice requirement and may terminate the contract immediately.

This agreement is subject to immediate termination for severe breach of security or for misappropriation of MID property.

Contractor recognizes and acknowledges the critical requirement that services be delivered without interruption; therefore, Contractor agrees to meet payroll consistently. Any failure to meet payroll constitutes a default of this contract subjecting Contractor to termination for cause procedures as specified herein.

K. Conflict of Specifications

In the event that a conflict exists between the General Conditions, Proposal Procedures, Insurance & Bonding Requirements, and the Special Instructions contained herein, **the Special Instructions shall govern.**

L. MID Sovereign Immunity

No provision in this award, resulting agreement, contract, or purchase order is intended, nor shall be construed, to be a waiver for any purpose by MID of its sovereign immunity, and any accompanying limitations on MID's liability pursuant to same.

M. Release of Liability

Acceptance by the contractor of the last payment shall be a release to the owner and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the contract, or for any act of neglect of the owner or of any person relating to or affecting the contract except for any claim made previously known in writing to the owner for which resolution has not occurred prior to last payment.

N. California Sunshine Law Requirements

Contractor acknowledges that MID, as a local government agency, is subject to public records disclosure requirements. Contractor further understands that to the extent it should act on behalf of MID in carrying out the terms and conditions of this Contract, it would be subject to the public records retention and other requirements set forth in California Statutes. Contractor acknowledges that it has read and is fully aware of the requirements set forth in California Statutes and agrees to fully comply with the requirements therein to the extent it acts on behalf of MID.

O. Special Instructions

Insurance & Bonding Requirements for this proposal.

P. Insurance

Except as otherwise specified in this contract, the contractor and his/her subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the owner. It shall be the responsibility of the contractor to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the contractor to maintain adequate coverage shall not relieve him/her of any contractual responsibility or obligation.

The requirements specified herein as to types, limits, and owner's approval of insurance coverage to be maintained by the contractor and his/her subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor and his subcontractors under this contract.

Any insurance carried by the owner which may be applicable shall be deemed to be excess insurance and the contractor's insurance primary for all purposes despite any conflicting provision in the contractor's policies to the contrary.

For insurance purposes, the title of ownership of materials furnished under this contract shall remain with the contractor until the owner receives such materials at the specified destination.

1. Additional Insured

Upon award, all insurance coverages furnished under this contract, except for Workers' Compensation and Employer's Liability, shall include the owner and its board members, officials, directors, partners, consultants, agents, and employees as additional insured's with respect to the activities of the contractor and his subcontractors. These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named. The owner shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

2. Waiver of Subrogation

The contractor and his/her subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against owner, its board members, officials, directors, partners, consultants, agents, and employees.

MID shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor and/or subcontractor providing such insurance.

Q. Certificates of Insurance

A Certificate of Insurance Form will be furnished by the Contractor upon notice of award. These shall be completed by the authorized representative and presented to the Purchasing Agent. The certificate shall be dated and show the following:

The name of the insurer, the effective and termination date, the specified job by name and quote number, name of the insured contractor and the policy number.

Statement that the insurer will mail notice to MID at least thirty (30) days prior to any material deviations or cancellations of the policy.

Shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

The Certificate(s) of insurance shall designate MID as certificate of holder as follows:

Merced Irrigation District
Attention: Purchasing Agent
744 W. 20th Street
Merced, CA 95340

R. Workers' Compensation and Employer's Liability

This insurance shall protect the contractor against all claims under applicable state workers' compensation laws. The insured's shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provision of a workers' compensation law. This policy shall include an "all states" or "other states" endorsement.

The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Workers' Compensation Employer's Liability	Statutory \$1,000,000 each occurrence

S. Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the contractor and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Bodily injury Property damage	\$2,000,000 combined single limit Each occurrence

T. Comprehensive General Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the contractor and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the owner or others arising out of any act or omission of the contractor or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the contractor and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment).

The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Personal injury and Property damage	\$2,000,000 combined single limit each occurrence and \$5,000,000 aggregate

U. Umbrella Liability Policy

This insurance shall protect the contractor and the additional insured against all claims in excess of the limits provided under the employer’s liability, comprehensive automobile liability, and the comprehensive general liability policies. The liability limits of the umbrella liability policy shall not be less than \$1,000,000.00. The policy shall be an “occurrence” type policy.

V. Performance Bond

A performance bond is not required for this project.

W. Proposal Guaranty

A proposal guaranty is not required for this project.

X. Consideration for Indemnification:

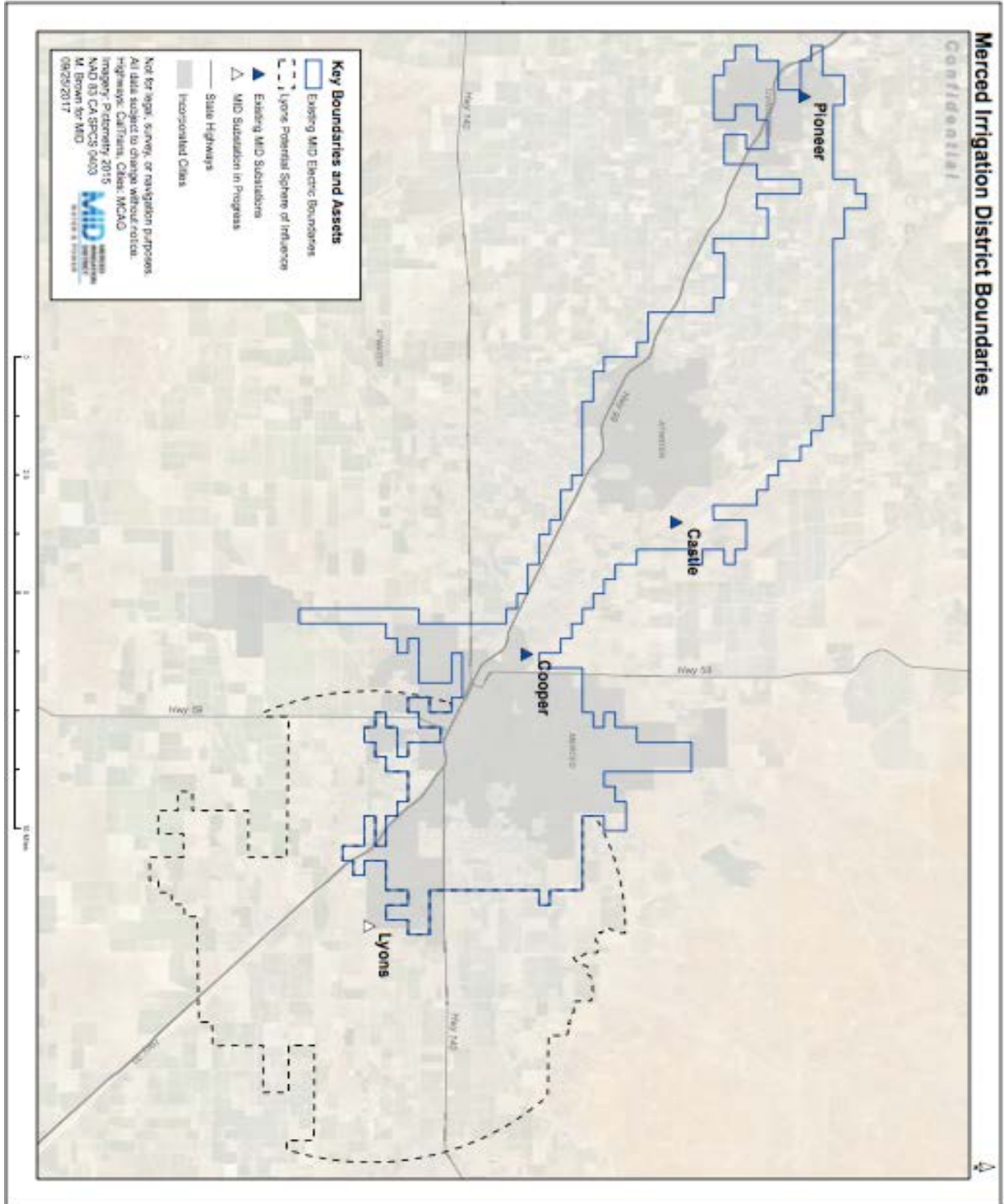
Contractor shall, to the fullest extent permitted by laws and regulations, and in consideration of 1 percent of the Lump Sum Price, the amount of which is included in the contract price, defend, and indemnify MID as stated in the General Conditions.

Y. No Third Party Beneficiaries

No provisions of this contract shall be construed to benefit in any way any party not a signatory hereto.

*******END OF THIS SECTION*******

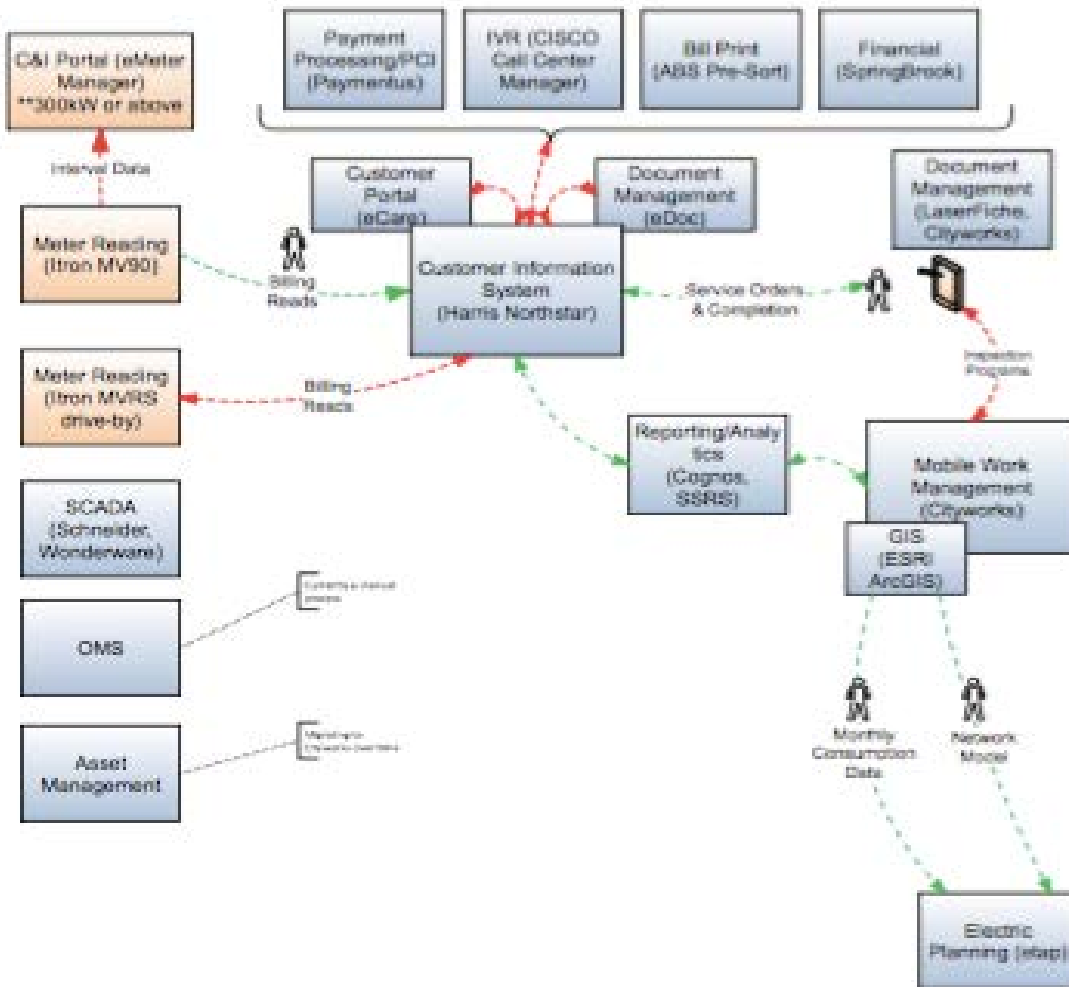
MID SERVICE TERRITORY ATTACHMENT "A"



MID SOLUTIONS ARCHITECTURE AS-IS ATTACHMENT "B"



High Level As-Is Context Diagram v1.0 September 2017

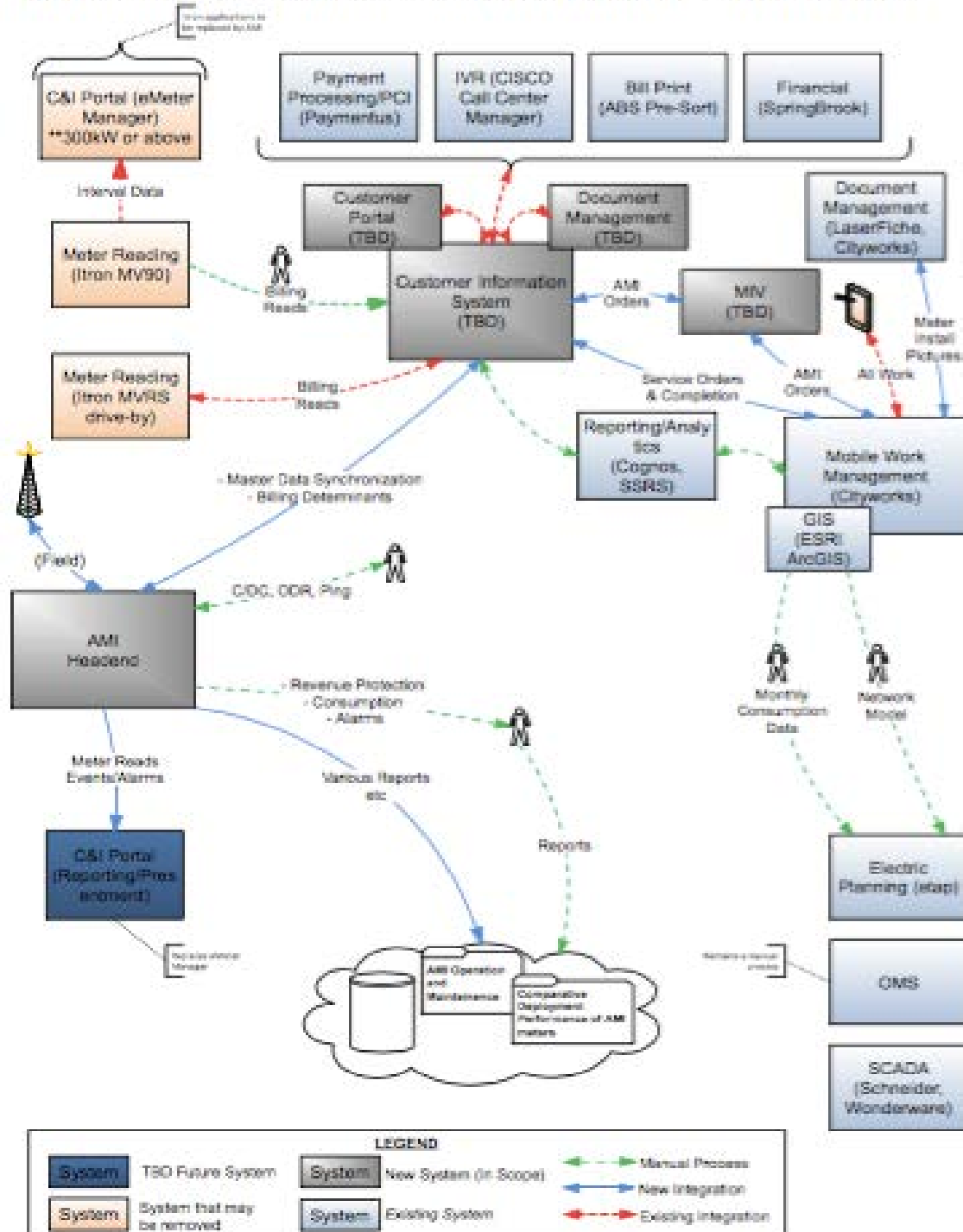


LEGEND			
System	T&D Future System	System	New System (in-Scope)
System	System that may be removed	System	Existing System
			Manual Process
			New Integration
			Existing Integration

MID SOLUTIONS ARCHITECTURE TO-BE, AMI & CIS ATTACHMENT "B"



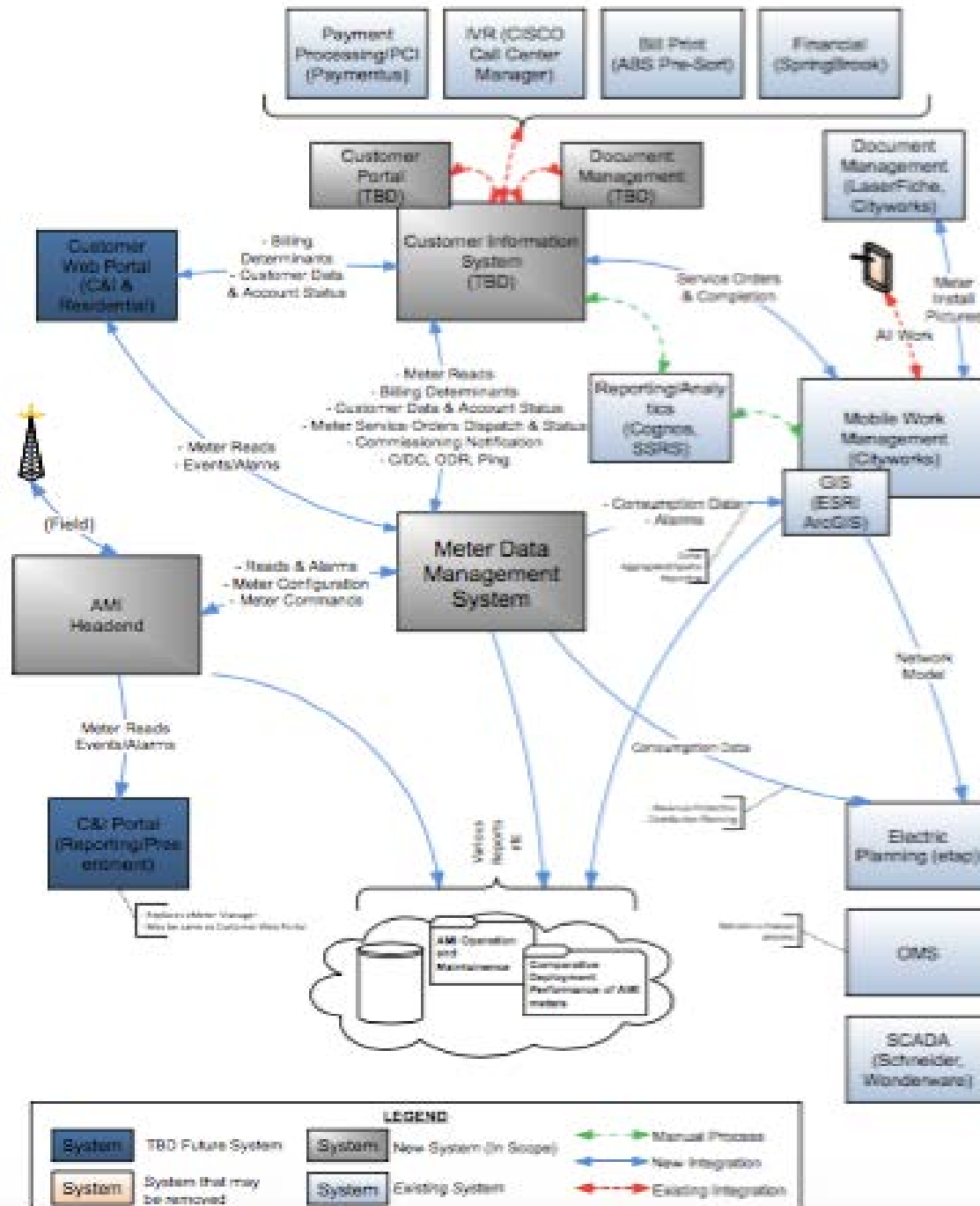
High Level To-Be AMI/CIS Context Diagram v1.0 September 2017



MID SOLUTIONS ARCHITECTURE TO-BE – AMI, CIS & MDMS ATTACHMENT “B”



High Level To-Be AMI/CIS/MDMS Context Diagram v1.0 September 2017



**PROPOSER'S CERTIFICATION
ATTACHMENT "C"**

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods/services specified in the Request for Proposal at the prices or rates proposed in my proposal. I agree that my proposal will remain firm with your agency for a period of up to one hundred twenty (120) days in order to allow MID adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the agency as its act and deed and that the agency is ready, willing and able to perform if awarded the contract.

I further certify, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, agency or corporation submitting a proposal for the same service; no officer, employee or agent of MID or of any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

COMPANY NAME

MAILING ADDRESS

SIGNATURE

CITY, STATE, ZIP CODE

NAME, TITLE, TYPED OR PRINTED

PHONE NUMBER

FED ID #

FAX NUMBER

**STATEMENT OF INTENTION TO BID
ATTACHMENT "D"**

Merced Irrigation District
744 W. 20th Street
Merced, California 95340
Attention: Vanessa Lara, Project Manager

We, the undersigned, intend to submit a proposal on your Request for Proposal Number [RFP #2017-02, Advanced Metering Infrastructure](#).

We understand that if the "Statement of Intention to Bid" letter is not executed and returned, our name may be deleted from receiving further information and addendums to this RFP.

Company Name _____

By _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address _____

Telephone Number _____

FAX Number _____

Date _____

E-Mail _____

STATEMENT OF COMPLIANCE
Attachment E

_____ We **DO NOT** take exception to the RFP/Specifications.

_____ We **TAKE** exception to the RFP/Specifications as follows:

Proposer's failure to reference and delineate exceptions in this Statement of Compliance and signature on same constitutes a complete waiver by Proposer of any exceptions to any of the terms and conditions of this RFP/Specifications. Proposer's signature below constitutes Proposer's understanding, acknowledgement and agreement that it is bound by all the terms and conditions of this RFP/Specifications unless Proposer sets forth its written exceptions above.

Company Name _____

By _____

(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address _____

Telephone Number _____

Toll Free Number _____

FAX: _____

E-mail: _____

Date _____

FEIN # _____

**ATTACHMENT "F"
IDENTIFICATION LABEL**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Hand-delivering a proposal, please proceed to the reception desk for delivering and obtain time/date stamp. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Purchasing staff. A record of all deliveries will be retained by the Purchasing Agent.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂-----

DO NOT OPEN - Sealed Solicitation - DO NOT OPEN

SOLICITATION #: RFP #2017-02, Advanced Metering Infrastructure
Attention: Vanessa Lara, Project Manager

Title: Advanced Meter Infrastructure (AMI)

SOLICITATION To Be Delivered By: December 7, 2017 at 2:00 PM PST

From: _____

Deliver To: Merced Irrigation District
Attn: Vanessa Lara, Project Manager
744 W. 20th Street
Merced, California 95340

**ATTACHMENT "G"
CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the MERCED IRRIGATION DISTRICT, hereinafter referred to as the "Owner" and _____, hereinafter referred to as the "Contractor," for the provision of the goods and/or services described and set forth in [RFP #2017-02, Advanced Metering Infrastructure \(AMI\)](#).

WITNESSETH:

THAT WHEREAS, the Owner has prepared, in accordance with the law, specifications, plans, terms and conditions and other Contract Documents for the work as herein specified; and

WHEREAS, the Contractor has submitted to the Owner, a proposal in accordance with the terms of this Contract Agreement and the Contract Documents; and

WHEREAS, the Owner, in the manner prescribed by law, has determined and declared Contractor to be the lowest responsible proposer for the work specified herein and has duly awarded to Contractor a contract therefore, for the sum or sums named in the Contractor's proposal.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements contained herein and in the Contract Documents, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors and assigns, and the Contractor for itself, and its successors and assigns or executors and administrators, as follows:

ARTICLE I. That the Contractor shall furnish the materials and/or services as specified and required in accordance with the provisions of the Contract Documents, which are attached hereto and incorporated by reference herein (and including subsequent amendments to the Contract Documents, even though such amendments are not attached hereto) and shall execute and complete all work included in and covered by the Owner's official award of this Contract Agreement to the Contractor in accordance with all the terms and conditions set forth in the Contract Documents.

ARTICLE II. That the Owner shall pay the Contractor for the work and materials embraced in the Contract Agreement, as also set forth in the Contract Documents, and the Contractor will accept as full compensation therefore, the sum (subject to any adjustments as provided by the Contract Agreement or Contract Documents) of _____ for all work covered by and included in the contract award; payment to be made in cash or its equivalent in the manner provided in the specifications attached hereto.

ARTICLE III. That time of completion is a basic consideration of the Contract Agreement, and the Contractor shall proceed with the specified work and shall conform

to the specified schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the day and year first above written.

Contractor - _____

By: _____

Its: _____

Signed and sealed by the
Contractor in the presence of:

Owner – MERCED IRRIGATION DISTRICT

By: _____(SEAL)

Its: General Manager

If full contract price equals or exceeds \$100,000:

By: _____(SEAL)

Its: Chairman

By: _____

Its: Secretary

APPROVED AS TO FORM

Attorney for Owner

**ATTACHMENT “H”
NON-DISCLOSURE AGREEMENT**

Merced irrigation district NONDISCLOSURE AGREEMENT (NDA)

This Advanced Metering Infrastructure Project (the “Agreement”), dated the ____ day of _____, 2017 (the “Effective Date”) is entered into by and between Merced Irrigation District, a California irrigation district located at 744 West 20th Street Merced, CA 94340 (“MID”), and _____ (“Supplier”) (referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, MID has retained, or may retain, Supplier to provide goods and/or services to MID (each separate instance in which Supplier provides goods and/or services will be referred to as a “Project”) and;

WHEREAS, in connection with or in anticipation of a Project, representatives of the Parties may visit each other’s facilities and/or discuss and exchange Confidential Information; and

WHEREAS, the Parties desire to make available to each other certain Confidential Information and to protect their respective Confidential Information from disclosure to third parties.

IT IS THEREFORE AGREED AS FOLLOWS:

1. DEFINITIONS.

- A. For the purposes of this Agreement “Confidential Information” of a Party will mean any and all tangible and intangible information, whether oral or in writing or in any other medium, disclosed or made available by or on behalf of that Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) or otherwise obtained by the Receiving Party or through the Disclosing Party. Confidential Information will include, without limitation, information relating to the finances, management, business, operations, products, services or inventions of the Disclosing Party, including, without limitation, third party information that Disclosing Party is obligated to treat as confidential. Confidential Information of the Disclosing Party will also include, without limitation, all information that relates to the Receiving Party’s analysis of the Disclosing Party’s Confidential Information, and all derivatives of the Disclosing Party’s Confidential Information, whether developed by the Disclosing Party or the Receiving Party. MID Confidential Information shall also include, without limitation, any user information provided or made available to Supplier through or in connection with a web site, whether hosted by Supplier, MID or any third party (“User Information”).

- B. Confidential Information does not include information that:
 - (1) was in the public domain at the time it was disclosed to the Receiving Party;
 - (2) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault or act of the Receiving Party;
 - (3) was in the Receiving Party’s possession free of any obligation of confidence at the time it was disclosed to the Receiving Party;

- (4) is rightfully communicated to the Receiving Party by a third party with the right to disclose such information, free of any obligation of confidence, subsequent to the time it was disclosed to the Receiving Party by Disclosing Party; or
- (5) was developed by employees or consultants of the Receiving Party independently of and without reference to or use of any Confidential Information communicated to the Receiving Party by the Disclosing Party.

2. CONFIDENTIALITY.

The Disclosing Party, in its sole discretion, will determine the specific Confidential Information that is disclosed to the Receiving Party under this Agreement.

3. NONDISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION.

- A. The Receiving Party agrees not to use, disclose, copy, publish, utilize, exploit, disseminate or distribute the Disclosing Party's Confidential Information, or allow the Disclosing Party's Confidential Information to be exploited by or distributed by any third party, without prior written consent of the Disclosing Party, except as necessary to perform its obligations or exercise its rights pursuant to a Project. The Receiving Party agrees not to alter or remove any proprietary legend contained in or on the Disclosing Party's Confidential Information.
- B. The Receiving Party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of the Disclosing Party's Confidential Information. A disclosure by Receiving Party in response to a valid order by a court or other governmental body or as otherwise required by law will not be considered a breach of this Agreement by Receiving Party; provided, however, that Receiving Party will give Disclosing Party prompt prior written notice of such potential disclosure and reasonable assistance in order to enable Disclosing Party to seek a protective order or otherwise prevent or limit such disclosure. If the Disclosing Party is MID, then Supplier will promptly notify MID's General Counsel.
- C. Receiving Party will disclose Confidential Information only to those employees, consultants and professional advisers, if any, of Receiving Party who have a need to know such Confidential Information for the purpose of the Project. Receiving Party certifies that, at the time of such disclosure by Receiving Party, each such employee, consultant or professional advisor will have agreed in writing, either as a condition to employment or engagement or in order to obtain Disclosing Party's Confidential Information, to be bound by terms and conditions substantially similar to, and at least as protective as, the terms and conditions set forth in this Agreement, that apply to Discloser's Confidential Information. The Receiving Party will be responsible for any breach of this Agreement by the Receiving Party's employees, consultants and professional advisers. The Receiving Party will notify the Disclosing Party immediately if it learns of any misappropriation of Disclosing Party's Confidential Information or use of Disclosing Party's Confidential Information by anyone in any manner not expressly authorized by this Agreement, and will fully cooperate with any efforts by the Disclosing

Party to prevent any misappropriation or misuse of the Disclosing Party's Confidential Information.

- D. Supplier shall adhere to all privacy and data protection and security laws, rules, regulations and policies to the extent applicable to its gathering, processing, storing and transmitting of User Information. Supplier shall maintain the strict confidentiality of all User Information in accordance with the terms of this Agreement and shall use all protections available in the industry and appropriate in order to protect such User Information in accordance with the highest applicable industry standards. Supplier will notify MID immediately in the event of any unauthorized disclosure of User Information or other Confidential Information, and will assist MID in remedying any such situation. As between the Parties, all User Information that is provided or made available to Supplier by MID hereunder shall remain the sole and exclusive property of MID.

4. NO PUBLICITY.

Neither Party will publish, in any medium, print or electronic, or otherwise disclose anything about a Project, the existence or contents of this Agreement or the relationship between the Parties. Except as expressly set forth in this Agreement, neither this Agreement nor any disclosure of information hereunder grants either Party any right or license to any of the other Party's Confidential Information or any trademark, copyright or patent or other intellectual property herein now or hereafter owned or controlled by the other Party. Neither Party will use the other Party's name or any of the other Party's trademarks, trade names or trade dress for any purpose without the express prior written permission of such other Party.

5. WARRANTY.

Each Party, as Receiving Party, agrees that no representation or warranty has been made by the Disclosing Party or any of its directors, officers, employees, consultants or advisers as to the accuracy or completeness of the Disclosing Party's Confidential Information. Each Party, as Disclosing Party, warrants to the other Party that the disclosure of the Disclosing Party's Confidential Information hereunder does not breach any obligation that Disclosing Party has to any third party.

6. TERM AND TERMINATION.

- A. This Agreement is effective from the date of the first contact between the Parties at which Confidential Information was exchanged or provided and will continue in effect until terminated in writing by either Party.
- B. Upon termination of this Agreement, each Party will return to the other Party or destroy all tangible embodiments of the other Party's Confidential Information, and if destroyed, will upon request certify in writing that such destruction has taken place. The foregoing will not require the return or destruction of Confidential Information to the extent that it is inconsistent with the Receiving Party's document retention policies; provided however that the confidentiality obligations contained herein will apply until such retained Confidential Information becomes subject to one or more of the exceptions set forth in Section 1, Paragraph B above.
- C. Notwithstanding termination of this Agreement, each Party's obligations under this Agreement will continue, and will continue with respect to each item of Confidential

Information until that item becomes subject to one or more of the exceptions set forth in Section 1, Paragraph B above.

7. NO EMPLOYEE RELATIONSHIP.

The Parties hereto are independent contractors. Nothing in this Agreement will create an employee-employer relationship, partnership, joint venture or other agency relationship between the Parties.

8. INDEMNITY INJUNCTIVE RELIEF.

Each Party agrees to indemnify, defend and hold harmless the other Party against any liability, loss, cost, expense, injury, damage or claim that may result from a breach of this Agreement. Further, the Parties agree that damages alone would be inadequate to compensate in the event of a breach and that a Disclosing Party may seek equitable relief, including, without limitation, an injunction, from a court of competent jurisdiction.

9. NO OBLIGATION TO CONTRACT.

The Parties agree that this Agreement is not an offer. The Parties further agree that by executing this Agreement neither Party is in any way, either at law or in equity, obligating itself to contract with the other Party on any specific Project. Neither Party will be obligated to pay any monetary consideration to the other Party under this Agreement.

10. GOVERNING LAW AND VENUE.

The terms of this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without reference to conflicts provisions. Any cause of action between the Parties, whether under this Agreement or otherwise, may be brought only in a court having jurisdiction and venue in Merced County for state court causes of action and in the Eastern District of California for federal court causes of action. Supplier waives any objection on the basis of personal jurisdiction or venue.

11. MISCELLANEOUS PROVISIONS.

This is the entire agreement between the Parties regarding its subject matter. It supersedes any previous confidentiality agreement, or provision relating to confidentiality obligations in another agreement, between the Parties. All notices must be in writing and may be delivered by certified mail, by overnight courier, or by hand. Such notices will be deemed effective upon the earlier of confirmation of delivery by the applicable courier or delivery service or five (5) days after deposit into the U.S. mail if sent via certified mail. Notices will be addressed to the signatory for each Party at the address specified in this Agreement. The failure by either Party to enforce any provision of this Agreement in any instance is not a waiver of future enforcement of that or any other provision. No waiver will be binding unless executed in writing by the party making the waiver. A waiver by either of the Parties of any term hereof or any breach by the other Party will not be construed to be a waiver of any succeeding breach or of any other term. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original instrument and all of which together will constitute one and the same agreement. The Parties agree that facsimile signatures and original signatures transmitted electronically will be deemed equivalent to original signatures for purposes of this Agreement. Notwithstanding the foregoing, at either Party's option the Parties will deliver to one another original executed hard copies of this Agreement as promptly as possible after the request therefore. No term or provision of this Agreement may be amended, waived, released, discharged or modified in any respect except by written instrument signed by respective authorized representatives of each Party. Neither Party shall assign,

sublicense or transfer any of its rights or duties under this Agreement without the other Party's prior written consent. This restriction on assignments sublicenses and transfers shall apply to assignments and transfers by operation of law, as well as by contract, merger or consolidation. In the event of a permitted assignment, all terms and provisions of this Agreement shall be binding upon the authorized assign(s). Any Confidential Information of MID's affiliates or subsidiaries that is provided or made available by MID or accessed, observed or otherwise obtained by Receiving Party shall also be protected by this Agreement as Confidential Information of MID. In the event that any provision of this Agreement becomes unenforceable or invalid under any applicable law or court decision, such finding will not affect the validity or enforceability of the remaining portions of this Agreement, and such provision will be changed and interpreted so as to best accomplish the objectives of such provision within the bounds of applicable law or court decisions.

IN WITNESS WHEREOF, the undersigned warrant and represent that they have been duly authorized to sign this Agreement on behalf of their respective principals.

MID: MERCED IRRIGATION DISTRICT

SUPPLIER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT "I"
MID AMI SOLUTION REQUIREMENTS**

Included electronically in separate file (49 pages)

**ATTACHMENT "J"
MID AMI PRICING**

Included electronically in separate file (8 pages)

Table of Contents

NOTE: Spreadsheet must NOT be reformatted in any way. Failure to follow this instruction may result in incorrect scoring of the proposal.

Click on any of the cells below to go to the designated matrix tab.

[RFP Instructions](#)

Please read these instructions for explanation of this matrix and how to answer the requirements and questions.

[Vendor Information](#)

This section covers details on the vendor and their references as well as several questions about vendor practices and capabilities

[Minimum Requirements](#)

This section covers the minimum requirements to which the vendor must meet to be considered for further evaluation

[Capacity To Deliver](#)

This section covers the vendor capabilities and resources to evaluate ability to meet the project resource needs

[Security](#)

This section cover how the vendor will design and meet the security needs for the overall AMI solution

[Head End Requirements](#)

This section covers the requirements of the head-end system and software

[AMI System Requirements](#)

This section covers the overall system - Software and Hardware - operating life, reliability, quality, management

[AMI Communications Network](#)

This section details the communication requirements of the AMI network and end-point devices

[Electric Requirements](#)

This section covers the requirements of the AMI system to meet the needs of the electric operations for MID

[Distribution Automation](#)

This section details the Optional Requirements to meet the day 2 use case for Distribution Automation

[Roadmap](#)

[Warranty and Maintenance Support](#)

[Documentation](#)

[Testing and Training](#)

This section provides a mechanism for the vendor to provide future enhancements and advancements of their solution
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This section provides the requirement for Warranty, Maintenance and Support offering of the vendor solution

This section provides the requirements of vendor provided documentation of the offered solution

This section provides the requirements of system testing and training to be provided by the vendor
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DA Communications Equipment Pricing**DA Communications Table 1**

This table should be used to list all of the necessary communications device, including antenna and cabling, necessary to support distribution automation communications to MID distribution devices, including underground network protection devices, capacitor bank controllers, switches, reclosers, fault current indicators, etc.. If such devices are provided by third parties, indicate as such within the comments.

Item #	Description	Quantity	Unit Pricing	Extended Price	Lead Time (weeks)	Comments
1				\$ -		
2				\$ -		
3				\$ -		
4				\$ -		
5				\$ -		
6				\$ -		
7				\$ -		
8				\$ -		
9				\$ -		
10				\$ -		

Total

\$ -