



**Request for Proposals
TWACS Phases 3 & 4 Meter Installs
Lassen Municipal Utility District**

Submission Deadline Date: 2-8-19
Submission Time: Before 4:30 pm PDT
Submission Place: Lassen Municipal Utility District
65 S. Roop St
Susanville, CA 96130

Written requests for clarification to this Request for Proposals (RFP) should be submitted via email, with “TWACS RFP” in the subject line, to:

dsmith@lmud.org and ndominguez@lmud.org

Responses to this RFP (“Proposals”) may be either mailed or hand delivered. Persons and entities submitting Proposals (each a “Respondent”) are requested to submit one electronic copy. The electronic copy is to be included in a single PDF file format to: dsmith@lmud.org and ndominguez@lmud.org. If a Proposal is sent by mail, the Respondent shall be responsible for actual delivery of the Proposal on or before the Submission Time on the Submission Deadline Date. Each Proposal must be clearly marked "LMUD TWACS Meter Installation." Any Proposals received after the deadline will be disqualified.

The objective of this RFP is to provide sufficient information to enable qualified Respondents to submit written Proposals. It is not a contractual offer or commitment to purchase products or services.

All data and information gathered by a Respondent in response to this RFP, including the existence of this RFP and all reports, recommendations, documents, and data related to this RFP, shall be treated by Lassen Municipal Utility District (“LMUD”) as confidential until such time as the proposals are opened and reviewed. By submitting a response, Respondent acknowledges that LMUD is a publicly-owned entity and cannot conceal the results of the RFP.

1. INTRODUCTION

Lassen Municipal Utility District (LMUD or the District) is a publicly-owned electric utility whose mission is ***to provide a superior level of service to our customers while providing reliable electric service at a reasonable price.***

LMUD currently has a TWACS deployment for a portion of its service territory. Through this RFP, the District is seeking a supplier (“Vendor”) to enter into an agreement (the “Agreement”) to provide a service to install single phase meters (supplied by the District).

1.1. Overview of Project, Required System Functionality and Parties’ Responsibilities.

The following existing meters are to be replaced with TWACS compatible meters. This is an approximation. Actual meter count may vary.

Phase 3		Phase 4	
Meter Form	Active Meters	Meter Form	Active Meters
2S CL200	3120	2S CL200	3496

1.2. Install Requirements.

- The Respondents personnel will be tasked with installation.
- The Respondent must exclusively utilize installers with qualifications for installing single phase 120-240v meters.
- The Respondent must include in the bid the cost for paying prevailing wage per Special Determination S-2018-4 (attached)

1.3. Company Experience.

Each Respondent offering services in response to this RFP must furnish the following information in its Proposal:

1.3.1. Respondent’s Contact Information

Provide background information on your company:

1. Your company name and bidding address.
2. Corporate website URL.

3. State of incorporation.
4. Sales contact (Name / position / telephone / e-mail).
5. Technical contact (Name / position / telephone / e-mail).

1.3.2. Respondent Profile

1. Provide a brief description of your company.
2. Describe your company's strategic direction to convey its commitment and strategy with respect to the utility industry.
3. For employees related to the proposed product, provide the number of employees, their functions, and their locations.
4. Provide a financial report with the following items (indicate clearly which components are specifically pro-forma in nature) (attach as an appendix):
 - a) Statement of Income and Retained Earnings, last two years
 - b) Changes in Financial Position, last two years
 - c) Balance Sheet, last two years
 - d) Certified Public Accountant or Auditor's Opinion, last two years
 - e) Most recent annual report
 - f) Latest interim Balance Sheet and Income Statement
 - g) Appropriate and applicable disclosure of SEC filings and pending lawsuits.
5. Describe litigation or alternative dispute resolution concerning products or services similar or related to those requested by this RFP provided by your organization during the last three (3) years. Explain the situation that led to the dispute, the outcome, and the measures taken to prevent similar recurrences.

1.3.3. Customer References

Respondent shall provide a minimum of five (5) customer references involving a TWACS AMI deployment to electric utilities of similar size and operation.

These references must be provided from Prime and all Sub-contractors

These five references will be comprised of:

- Two (2) customer references currently undertaking the implementation of the proposed product suite (same major release).
- Three (3) customer references in production with the proposed product suite (same major release) or similar

services that have been in production for at least one year within the continental United States.

The Respondent will provide the following information for each reference:

1. Name and title of reference.
2. Company name, address, e-mail, telephone number and extension.
3. Date of installation or current project status.
4. Description of project and services provided.
5. List all system integrators/subcontractors and their roles on the project.
6. List each Respondent software product and version in production use.
7. Project duration including the length of time to complete the project from start to finish.

The District reserves the right to contact any or all of the customer references provided by the Respondent. The Respondent will provide the reference contacts advance notice in order to facilitate timely response to queries from the evaluation team.

1.4 Preliminary Project Work Schedule.

1. RFP Distribution – **1-4-2019**
2. Deadline for submittal of questions – **1-23-19**
3. Proposals due – **2-8-19**

Each Respondent is requested to provide a detailed plan that describes the delivery and implementation of the services described in the RFP. The Vendors are requested to provide the estimated dates for delivery and completion of the major milestones described below

1. Contract execution
2. Project start
3. Delivery
4. Full deployment/Completion of Installation

1.5 Exceptions.

Respondent shall provide an itemized list of all exceptions to Section 1 and include reference to the page and section number where they appear.

2. ADMINISTRATIVE REQUIREMENTS FOR PROPOSALS

2.1. General Requirements.

Upon receipt, each Proposal becomes the property of the District. The content of each Proposal will be kept confidential, except as provided in Section 3.9. Proposals may be withdrawn at any time prior to the Proposal due date. Proposals that are modified shall be modified in writing, sealed and resubmitted to the District prior to the Proposal submission deadline. Any and all corrections, interlineations, and/or erasures must be initialed. The District reserves the right to incorporate all or part of a Respondent's Proposal into an agreement with such Respondent.

2.2. Respondent Responsibility for Proposal Costs.

The District is not liable for any costs incurred by a Respondent associated with the preparation or presentation of their Proposal or the negotiation of a contract.

2.3. Duly Authorized Signature.

The Proposal must contain the signature of a duly authorized officer or agent of the Respondent empowered with the right to bind the Respondent.

2.4. Proposals Binding.

Proposals shall be binding upon the Respondent for one-hundred and eighty (180) calendar days from the Proposal due date.

2.5. Addenda to the Request for Proposal

If it becomes necessary to revise any part of this RFP, the District will provide an addendum to all parties who have submitted a Notification of Intent to Bid.

2.6. Presentations and Demonstrations.

Selected Respondents may be asked to present their Proposals, and/or to demonstrate ability to provide the requisite services, to the District representatives in Susanville, CA, or at another location agreeable to both parties.

2.7. Selection of Vendor.

An agreement may be negotiated with the Respondent whose Proposal is determined to be most responsive to the District's needs and interests. Selection of a Vendor may be made without discussion after Proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms, from both price and technical standpoints. The District reserves the right to reject any or all Proposals, to select a Vendor for all or any part of the project, or to further negotiate the total cost or the cost of individual project elements.

2.8. Out-of-State Corporations.

Prior to performing any work or furnishing any deliverable under The Agreement, the Vendor shall obtain and furnish to the District evidence of its authorization to engage in business in the State of California.

2.9. Notification.

Each Respondent submitting a Proposal will be notified in writing as to acceptance or rejection of its Proposal. The District intends to send such letters within 90 days following the Proposal submission date. The District may delay this action at its' sole discretion and convenience.

2.10. Prevailing Wage

Proposals should also include information that demonstrates how the vendor will comply with prevailing wage requirements applicable to contractor/vendor work performed for public utilities (California Labor Code Section 1771 thru 1776).

3. GENERAL CONDITIONS

These general conditions shall apply to all Proposals and the same or substantially similar terms shall be incorporated as appropriately renumbered into any agreement ("Agreement") negotiated between the District and Vendor for products or services to be furnished by Vendor in connection herewith. Except as otherwise provided in The Agreement, the furnishing of any deliverables, services, or products by Vendor constitutes an unqualified agreement to all the stipulations and the terms and conditions set forth in this RFP. Such terms and conditions shall not be qualified or amended by anything to the contrary appearing on any invoice, purchase order, or other document of the Vendor. Any inconsistent term in any such document shall not be binding on the District.

3.1. Change Order.

Following the execution of The Agreement, any change affecting the scope, description, or cost to the District's services or deliverables related to the installation and implementation of the System shall be set forth in a change order executed by the parties.

3.2. Independent Contractor.

The parties intend that an independent contractor relationship shall be created under The Agreement. Vendor is not to be considered an agent or employee of the District for any purpose, and the employees of Vendor are not entitled to any of the benefits that the District provides for its employees.

3.3. Assignment and Subcontracting.

Vendor shall not assign or subcontract the services or deliverables, or any part thereof, without the previous written consent of the District, nor shall Vendor assign, by power of attorney or otherwise, any money payable under The Agreement unless written consent of the District has first been obtained. No right under The Agreement, nor claim for any money due or to become due, shall be asserted against the District, or persons acting for the District, by reason of any assignment of The Agreement or any part thereof, unless such assignment has first been authorized by the written consent of the District. If Vendor is permitted to assign monies due or to become due under The Agreement, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens or claims for services rendered or materials supplied for the performance of the work.

3.4. Termination.

3.4.1. The District may terminate The Agreement without cause by giving no less than ten (10) days advance written notice to Vendor. Within thirty (30) days following delivery of such notice, the District shall pay Vendor all accrued amounts due under The Agreement and all reasonable and documented costs and expenses incurred through the date of termination. Upon payment of the foregoing amounts, no further payments or reimbursements will be due Vendor for license, service, or maintenance fees, materials, tools, costs, expenses, or miscellaneous items or matters under The Agreement.

3.4.2. Except for System deficiencies described in Section 3.11 and Section 3.12.1, which shall be governed by the applicable provisions and remedies of such sections, if either party materially defaults in the performance of any of its duties or

obligations under The Agreement, which default is not substantially cured within 30 days after notice specifying such default is received by the defaulting party, the non-defaulting party may, by giving notice thereof to the defaulting party, terminate The Agreement as of a date specified in such notice.

3.5. Compliance with Law.

Vendor shall comply with all federal, state, and local laws, ordinances, and regulations. The laws of the State of California (excluding its conflicts of law provisions) govern all matters arising out of or relating to The Agreement and all of its transactions it contemplates, including without limitation its interpretation, construction, performance, and enforcement.

3.6. Hindrances and Delays.

The District shall not be liable to Vendor for delay to Vendor's work or the delivery of deliverables caused by the acts, neglect, or default of the District (other than a default in its payment obligations under the Agreement), or of any employee, contractor, or agent retained by the District or other cause beyond the District's control. In such event, Vendor's sole and exclusive remedy shall be to seek an extension of time in accordance with the provisions of Section 3.7.

3.7. Extensions of Time.

Should Vendor be delayed in meeting any milestone specified in the development schedule by any act, neglect, or default of the District, its employees, or by any other contractor or agent retained by the District, Vendor shall receive an extension of time for completion of any affected milestone or due date equal to the length of the delay caused by the District if a written claim is made within seventy-two (72) hours of the event causing delay, and under no circumstances shall the District be liable for any compensation for such delay.

3.8. Liability Coverage.

Vendor shall, at Vendor's expense, procure and maintain during the life of the Contract all the insurance of his operations in companies acceptable to the District, as required by this section, and shall submit Certificates of Insurance to the District. The notice to proceed shall not be issued, and the Vendor shall not commence work until such insurance has been approved by the District. Acceptance of the Certificates shall not relieve the Vendor of any insurance requirements, nor decrease the liability of the Vendor. The District reserves the right to require the Vendor to provide Insurance Policies for review by the District.

- 3.8.1. Vendor shall secure and maintain in force at all times during the performance of The Agreement insurance with liability coverages for each occurrence of not less than the following minimum limits:
- (a) Commercial general liability (including broad form contractual liability): \$2,000,000 per occurrence, \$1,000,000 personal and advertising injury liability, \$2,000,000 products-completed operations aggregate, and \$2,000,000 general aggregate.
 - (b) Business automobile (including owned, non-owned, and hired vehicles): \$2,000,000 combined single limit.
 - (c) Workers' compensation/employer's liability shall comply with all laws in the State of California.
 - (d) Professional liability insurance (Errors and Omissions) shall be in an amount not less than \$2,000,000 per occurrence.
 - (e) Employers liability ("Stop Gap") insurance for an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.
- 3.8.2. The District shall be named as an additional insured under the Vendor's general liability and automobile liability policies.
- 3.8.3. Vendor shall provide a waiver of subrogation against the District under the general liability, automobile liability, and workers' compensation/employer's liability policies.
- 3.8.4. The District must receive thirty (30) days written notice of modification or cancellation of any of the coverages referenced in Section 3.8.1.

3.9. Confidential Matters.

Each party agrees that it will use the same means it uses to protect its own confidential or proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of (i) written information received from the other party which is marked or identified as confidential, and (ii) verbal or visual information that is reasonably identifiable as being proprietary or confidential by the disclosing party (collectively, "Confidential Information"). Confidential

Information includes, but is not limited to, the System, its corresponding documentation, customer data and information, this RFP, and The Agreement. Confidential Information will not include information which belongs to the recipient or is (i) already known to the recipient without an obligation to maintain confidentiality other than under this RFP or The Agreement, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient, (iii) rightfully received from a third party without an obligation to maintain confidentiality, (iv) independently developed by the recipient without use of the other party's Confidential Information, (v) disclosed without similar restrictions to a third party owning such Confidential Information, (vi) approved by the other party for disclosure, or (vii) required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, so long as the party required to disclose the information provides the other party prior notice of such requirement to permit such party to seek appropriate relief against such disclosure. Each party will provide Confidential Information to its respective employees, agents, and contractors only on a need-to-know basis for their use in connection with The Agreement. The provisions of this Section 3.9 will survive the expiration or termination of The Agreement.

3.10. Patents.

Royalties and fees for patents covering materials, articles, apparatus, devices, or equipment used in the work are included in The Agreement pricing. Vendor shall satisfy all demands that may be made at any time for such royalties or fees and Vendor shall be liable for any damages or claims for patent infringements, as more fully described in 3.13.

3.11 System and Services Warranties.

3.11.1 Vendor warrants that it shall perform its duties, work, and services under The Agreement in a good and workmanlike manner in accordance with applicable professional and nonprofessional standards. Vendor shall reperform at its sole cost and expense any work or services that fail to conform to such warranty.

3.11.1 The provisions of this Section 3.11 will survive the expiration or termination of The Agreement.

3.12 No Surreptitious Warranties.

3.12.1 Vendor represents and warrants that it has not inserted, and without the prior consent of the District will not insert, into the System any code that would have the effect or ability of

disabling or otherwise shutting down all or any portion of the System.

3.12.2 Vendor represents and warrants that it will use commercially reasonable efforts to ensure that no viruses or similar items are introduced into the District's computer systems. In the event a virus or similar item is found to have been introduced into such systems by Vendor or its agents, Vendor shall use its best efforts at no additional charge to assist the District in reducing the effects of the virus or similar item and, if the virus or similar item causes a loss of operational efficiency or loss of data, to assist the District to the same extent in mitigating and restoring such losses.

3.12.3 EXCEPT AS SET FORTH IN SECTION 3.11 AND SECTION 3.12, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.13 Indemnification

3.13.1 Vendor will defend any action brought against the District to the extent that such action is based on a claim that any System proprietary to Vendor, when used within the scope of the license granted herein, (i) infringes a copyright enforceable in the United States of America, (ii) infringes a patent or trademark registered in the United States of America, or (iii) constitutes misappropriation or unlawful disclosure or use of another party's trade secret(s) under the laws of the United States of America. Vendor will bear the expense of such defense including any expenses incurred by the District in such defense and pay any damages and attorneys' fees which are attributable to such claim, provided that the District notifies Vendor promptly upon learning of the claim and the District allows Vendor to fully direct the defense or settlement of such claim. Vendor will not be responsible for any settlement or compromise without its consent. If the System, or any part thereof becomes, or in Vendor's opinion is likely to become, the subject of a claim of infringement of a copyright or patent, Vendor will, at its option, attempt to procure for the District the right to continue using the System, or replace or modify the System to make its use hereunder noninfringing. Any modification or replacement of the System must be such that the functionality of the System is not diminished in any manner. If Vendor is unable to accomplish any of the foregoing remedies to enable the District to continue use of the System, Vendor will refund all payments made by the District for the System. This Section 3.13.1 states Vendor's entire obligation to the District regarding infringement.

3.13.2 Each party shall indemnify and hold harmless the other party and its owners, officers, directors, employees, representatives and agents for, against, and from any claim, liability, damage, loss, or expense of any kind or nature (including reasonable attorneys' fees) for personal injury (including mental anguish) to or death of any person or for loss of or damage to property of third parties, in each such instance to the extent determined to be attributable to the negligence, gross negligence, willful misconduct, or strict liability in tort of, or breach of this RFP and The Agreement or warranty by, the indemnitor or its owners, officers, directors, employees, representatives and agents (it being the intention of the parties that each party shall be entitled to reciprocal and comparative indemnification).

3.13.3 The provisions of this Section 3.13 shall survive the expiration or termination of The Agreement.

3.14 Limitation of Liability.

3.14.1 Except for claims for (i) indemnification under Section 3.13.1, (ii) indemnification under Section 3.13.2 for personal injury, death, or for loss of or damage to property of third parties, or (iii) breach of the provisions of Section 3.9 or restrictions pursuant to the license grant, to each of which the provisions and limitations of this Section 3.14.1 shall not apply, or (iv) loss of or damage to the real property or tangible personal property of a party, which shall be limited to the amounts required to fully abate or repair damage to or to replace such property, not to exceed the amount of \$1,000,000 per occurrence, regardless of whether such amounts are considered special, incidental, or consequential damages, neither party shall be liable to the other party for any special, indirect, incidental, or consequential damages or loss of profits or goodwill relating in any manner to the subject matter of this RFP or The Agreement, regardless of the nature of the claim or action, even if such party has been notified of the possibility or likelihood of such damages. All payments due Vendor under The Agreement for license fees or consulting or maintenance services shall be deemed to constitute direct damages (and not special, incidental, or consequential damages or lost profits or revenue) for purposes of this Section 3.14.1.

3.14.2 Except for claims for (i) indemnification under Section 3.13.1, (ii) indemnification under Section 3.13.2 for personal injury, death or for loss of or damage to property of third persons, or (iii) breach of the provisions of Section 3.9, to each of which the limitations of this Section 3.14.2 shall not apply, or (iv) loss of or damage to the real property or tangible personal property of the District , which shall be limited to the amounts required to

fully abate or repair damage to or to replace such property not to exceed \$1,000,000 per occurrence, the District agrees that Vendor's liability hereunder for direct damages arising out of, under, or in connection with The Agreement, regardless of the form of action, whether based in contract, equity, tort, warranty, or other form of action, will not exceed three (3) times the total amount paid under The Agreement.

3.14.3 The provisions of Section 3.14 shall survive the expiration or termination of The Agreement.

3.15 Governing Law.

The laws of the State of California (excluding its conflicts of law provisions) govern all matters arising out of or relating to this RFP and The Agreement and all of the transactions they contemplate, including without limitation their interpretation, construction, performance, and enforcement. Any action brought to enforce the terms of this RFP or The Agreement must be brought in the County or District Courts in and for Lassen County, CA. All Parties to this Settlement Agreement hereby subject themselves to the jurisdiction of the District and/or County Court of Lassen County, and further waive service of process in Lassen County and further waive any objection to venue in said Courts for purposes of enforcing this RFP or The Agreement.

3.16 Continuation of Contract.

The Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

3.17 Amendment.

The Agreement may not be amended or modified except by a written instrument executed by a duly authorized representative of each party.

3.18 Headings.

The Headings of sections are designed to facilitate prompt reference to subject matter and shall be disregarded when resolving any dispute concerning the meaning or interpretation of any language contained in this RFP and The Agreement.

3.19 Integration and Construction.

This RFP shall prevail over prior communications between the parties or their representatives concerning these matters.

3.20 Signatories.

This RFP and The Agreement are intended to confer rights and benefits only to the signatory parties. No person or entity other than the signatory parties shall have any enforceable right under this RFP and The Agreement and all rights of action for any breach of this RFP and The Agreement are hereby reserved to such parties.

3.21 Attorneys' Fees.

If legal action is filed to enforce the terms of this RFP and The Agreement, the prevailing party shall be entitled to court costs, collection costs, and reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

3.22 Cumulative Remedies.

The rights and remedies conferred by this RFP and The Agreement are cumulative and the exercise of such rights or remedies shall be without prejudice to the enforcement of any other right or remedy authorized by this RFP and The Agreement, common law, statute, or equity. No waiver of any breach or default shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this RFP and The Agreement, and forbearance to enforce one or more of the remedies provided on an event of breach or default shall not be deemed or construed to constitute a waiver of such breach or default or of any other remedy provided for in this RFP and The Agreement.

3.23 Partial Invalidity.

If any term or provision of this RFP and The Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this RFP and The Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

3.24 Additional Assurances.

From time to time, subsequent to the date of this RFP and The Agreement without further consideration and subject to the other terms of this RFP and The Agreement, each party shall promptly execute and deliver such other instruments as the other party may request to fully accomplish the transactions contemplated by this RFP and The Agreement.

3.25 Multiple Counterparts.

This RFP and The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute but one and the same instrument.

3.26 Incorporation of RFP.

Subject to the provisions of The Agreement, the terms and conditions of the RFP are incorporated by reference into The Agreement. If any term or condition of the RFP is inconsistent with any provision of The Agreement, the provision contained in The Agreement shall govern and control.