



January 17, 2018

Beartooth Electric Cooperative, Inc.

REQUEST FOR PROPOSAL

ACLARA TWACS

ADVANCED METERING INFRASTRUCTURE (AMI)

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Beartooth Electric Cooperative, Inc.

Beartooth Electric Cooperative, Inc., “Beartooth or Cooperative”, is requesting proposals for the services of a qualified “Vendor” to provide the Cooperative a fully functional and integrated ACLARA TWACS advanced metering infrastructure, “AMI”, to replace the existing legacy remote read (Turtle) electrical metering system using Power Line Carrier, “PLC”, communication technology.

The Cooperative will be responsible for the installation of all substation and related TWACS equipment, communication to the substations and digital meters. The successful Vendor will provide all necessary training and support, software, meters, substation equipment and data management services required to support the new AMI system. The Cooperative will select in its sole discretion the Vendor that provides the most long-term value to the Cooperative. The Cooperative may in its sole discretion decide to reject all proposals and request new proposals.

The Cooperative meter population is approximately 6,100 meters.

For Questions about the RFP, please email Kevin P. Owens, General Manager at kevin@beartoothelectric.com with the subject line “Beartooth Electric Digital Meter Upgrade Project” no later than January 30, 2018. All questions and responses will be posted on the Cooperative webpage at <http://www.beartoothelectric.com/content/digital-meter-upgrade-project>. Potential Vendors are encouraged to ask questions rather than submit a proposal based on incomplete or inaccurate information.

1. Overview of the Beartooth Electric Cooperative, Inc.

In the 1930s as investor-owned utilities electrified the cities, rural America’s farmers and ranchers also needed power. The Rural Electrification Act of 1936 established the Rural Electrification Administration to make loans for furnishing electric energy to rural areas.

Beartooth Electric Cooperative started in 1938 when the State of Montana approved the conversion of the Stillwater Rural Electrification Association in Absarokee, Montana to Beartooth Electric Cooperative, Inc. In 1940, the co-op awarded a contract to begin erecting power lines. At about the same time, BEC purchased the site of its first substation in Absarokee. Beartooth energized the substation and lines the following year. Four months later, they added a substation near Edgar, Montana. In 1942, they acquired the electric distribution system in the Town of Roberts and moved its office from Absarokee to Red Lodge, Montana.

Now a modern, progressive electric utility, BEC serves the rural areas of Stillwater, Carbon, and Sweetgrass counties in Montana and a portion of Park County, Wyoming. At the end of October 2017, BEC supplied electricity to 6,108 meters. Power was supplied over 1,797 miles of line supported by ten (10) substations and line crews in two primary locations. The Cooperative purchased over 72.5 million kWh in 2016 with annual revenue from electric service exceeding \$8.9 million.

2. Summary of Request for Proposal

- 2.1. Project Owner: Beartooth Electric Cooperative, Inc.
- 2.2. Address: 1306 N. Broadway Ave.
PO Box 1110
Red Lodge, MT 59068
Phone: (406) 446-2310
Fax: (406) 446-3934
- 2.3. Project Location: Carbon, Sweetgrass, and Stillwater Counties, Montana;
and a portion of Park County, Wyoming
- 2.4. Requested Service: Substation equipment; ACLARA TWACS digital meter system; all related software, training and support, and full compatibility and integration with NISC billing and office functions.

3. Proposal and Selection Schedule

3.1. Proposed Project Schedule- Dates May Be Adjusted:

Exceptions to RFP Received by Beartooth	January 26, 2018
Proposal Due Date	January 30, 2018 12:00 PM MST
Selection of Proposed Vendor	February 2, 2018
Beartooth Board Meeting, Action Taken to Award Bid	TBD
Vendor sent Contract for Services for signature	
Vendor returns signed Contract	
Beartooth signs Contract for Services and provides Vendor Notice to Proceed	
Vendor Commences Service	3 Days Later
Vendor completes Project and all RFP Requirements	September 1, 2019

3.2 Proposed Equipment Supply Delivery Schedule- Dates May Be Adjusted:

Submittals Due	March 1, 2018
Initial Delivery of Substation Equipment (approximately 50% of total order)	April 1, 2018
Initial Delivery of digital meters (approximately 50% of total order)	August 15, 2018
Secondary Delivery of Substation Equipment	April 1, 2019
Secondary Delivery of digital meters	April 1, 2019

4. Project Payments

- 4.1. Payment will be made as equipment, software, and services are received and accepted by Beartooth (net 30).
- 4.2. Beartooth will withhold 10% Retainage from every progress payment. Retainage will be returned to the Vendor following 90 days from the date of the letter of project acceptance. In the event system performance or function, equipment or software failures occur within the

90-day window; a new 90-day window shall commence once aforementioned issues are corrected.

5. Proposal Information

- 5.1. The objective of this Request for Proposal (RFP) is to specify the requirements for replacement of the Cooperative's current PLC-based metering system with ACLARA's PLC-based TWACS AMI system. The replacement process will be done over a period of two (2) years to facilitate the availability of manpower and meet contractual requirements. Completion date is scheduled for September 1, 2019. This document outlines the services to be provided by the selected Vendor. The words "Bid" and "Proposal" may be used interchangeably, as well as the words "Bidder" and "Vendor" throughout this RFP.
- 5.2. The Cooperative intends to contract with a qualified Vendor that submits a responsive Bid for Substation Equipment, Digital Meters, Support, and Training; (Proposal Cost Sheet A). The Cooperative will select the Proposal that delivers the most long-term value to the Cooperative, which will include analysis of the proposal representing the best price, lowest failure rate, equipment quality and warranty, service after the installation, ability to meet delivery schedule, past customer satisfaction, etc. The Cooperative has the option to award Contracts for Services for any or all of the components. To facilitate and expedite the procurement process, the Cooperative has prepared a Contract for Services (C-Contract for Services), which is part of the RFP. Vendors may propose exceptions to any of the Cooperative requirements within the RFP. Exceptions must be received by Beartooth by January 26, 2018. Any Exceptions must be explicitly approved by Beartooth and will apply to all Vendors equally.
- 5.3. Vendors are requested to submit a Proposal for all components described in this RFP. Proposals that do not address all components, may be considered non-responsive in the Cooperative's sole discretion.
- 5.4. The Cooperative reserves the right and has the sole discretion to:
 - 5.4.1. Reject any and all Proposals considered by the Cooperative to be non-responsive or not in the best interest of the Cooperative.
 - 5.4.2. Supplement, amend, or otherwise modify this RFP or cancel this RFP without substitution.
 - 5.4.3. Waive any or all informalities in the Vendor's Proposal or failures to comply with the RFP requirements.
 - 5.4.4. Request further information, presentations, demonstrations, and interviews with Vendors as needed to support the Cooperative's selection process of a preferred Vendor.
 - 5.4.5. Select any Proposal, or elements of any Proposal, that in the opinion of the Cooperative, represents the best value to the Cooperative, or otherwise is deemed to be in the Cooperative's best interest.

- 5.4.6. Modify the procurement schedule.
- 5.4.7. Award the Contract for Services without additional Proposal discussions with unsuccessful Vendors.
- 5.5. The ACLARA TWACS RFP and other information are available on the Cooperative website at <http://www.beartoothelectric.com/content/digital-meter-upgrade-project>.

6. Confidential Information

- 6.1. As a condition of the RFP, the Cooperative requires Vendor to sign a Confidentiality and Nondisclosure Agreement (NDA) to protect any Beartooth information (customer information, passwords, system operation, etc.) necessary for the Vendor to prepare a responsible proposal and to fulfill the full requirements of this Request for Proposal.
- 6.2. The Proposal submitted in response to this RFP may contain technical data or other knowledge or materials that Vendors consider to be proprietary information. The Vendor may not propose that its entire Proposal is confidential. However, the Vendor may specifically identify the pages of the Proposal containing such information by marking the applicable pages "CONFIDENTIAL."

7. Proposed Exceptions to the RFP or Contract for Services

- 7.1. The Vendor shall state any exceptions to this RFP and/or Contract for Services.
- 7.2. The Vendor must submit a Proposal that conforms to the Cooperative terms and conditions set forth in this RFP and the Contract for Services. However, the Vendor may also propose exceptions or clarifications to the terms and conditions of the ACLARA TWACS System Agreement that will materially affect the Vendor's charge for services. Any exceptions must be received by Beartooth by January 26, 2018, at 5:00 PM MST. Beartooth reserves the right to accept or reject any exclusions. All accepted exclusions will be applied to all Bidders.
- 7.3. For each proposed exception or clarification, the Vendor must provide a description of the proposed exception or clarification that identifies the page number, section number, and paragraph number (if applicable) of the appropriate text and must include a revision of that text that reflects the Vendor's exception or clarification. For each exception, the Vendor must state the amount by which the proposed service charge would change should the Cooperative agree to the proposed exception.

8. Vendor Alternates

Although any standards specified will not be waived, the Bidder may propose alternate cost-saving methods or enhancements for approval. Alternate methods must be fully documented for evaluation of the Bid. Should the Vendor propose alternative methods not contained in this RFP, or other equipment and system capabilities that will be available in the near future, it must identify why it would result in a "better value" to the Cooperative. The Cooperative reserves the right to accept or reject any proposed Alternatives.

9. Intent of Bid Documents

The intent of the technical requirements of the Contract for Services document is to act as a functional performance-based specification.

10. General Proposal Requirements

10.1. Proposal Due Date:

Proposals are due January 30, 2018, no later than 12:00 PM MST, at the offices of Beartooth Electric Cooperative, 1306 N. Broadway Ave., Red Lodge, Montana 59068. No late submittals will be accepted.

10.2. Proposals may be submitted electronically, by U.S. Mail, or in person.

10.3. Proposals by mail or in person shall be enclosed in a sealed envelope or package and plainly marked on the outside of the envelope or package as:

10.3.1. Beartooth Electric Cooperative, Inc.
RE: ACLARA TWACS Proposal
Kevin P. Owens, General Manager
1306 N. Broadway Ave.
PO Box 1110
Red Lodge, MT 59068

10.3.2. If delivered by mail or in person, the sealed envelope containing the Proposal must be enclosed in another envelope or package addressed to the address above. One (1) hard copy and one (1) electronic copy in PDF format on USB flash drive shall be included in each Bid package submitted.

10.3.3. If submitted electronically, the Proposal shall be signed and sent to Kevin P. Owens, General Manager at kevin@beartoothelectric.com with the Subject line indicating Beartooth Electric ACLARA TWACS Proposal. All electronic submittals must have signed originals sent via U.S. Mail in accordance with Section 10.

10.4. All equipment, hardware, and software required to deliver a properly operating AMI upgrade fully compatible with the ACLARA TWACS System and integrated with Beartooth's systems. The ACLARA TWACS System shall be provided, whether specifically called out or not, unless identified in the Proposal to be supplied by others.

10.5. All materials and equipment incorporated in the Proposal shall be of new manufacture and shall be of the grade and quality required for AMI use and as described by these Specifications. All workmanship incorporated in the Work covered by the Contract for Services is to be of the grade and quality described by these Specifications. Wherever possible, the Vendor shall Buy American or to the greatest extent possible.

11. Freight Costs Included

All freight costs to the Beartooth Electric Cooperative warehouse located in Red Lodge, Montana shall be included in the Bid.

12. Equipment Shipping and Storage

The Vendor shall be responsible for coordinating equipment shipment with Beartooth. The Vendor shall prepare and load all material and articles for shipment in such a manner as to protect it from damage in transit. The equipment shall include, and be accompanied by a packing list. The Vendor shall be responsible for any and all damage to the equipment until it is delivered to the Cooperative. Vendor shall prepare a comprehensive packing list that includes every discrete assembly/shipping section including hardware. Beartooth shall take ownership of equipment upon signature of acceptance on the packing list. Every crate or skid shall have its own section of the comprehensive packing list that identifies everything in the particular box/crate/skid.

13. Proposal Response Overview

- 13.1. The Cooperative may negotiate the Contract for Services and any proposed exceptions to the Contract for Services with the Vendor that brings the greatest overall value to Beartooth Electric. If terms cannot be reached with the selected Vendor, the second-ranked Vendor may be contacted for negotiations. The Cooperative may continue this process until agreement terms are reached with a successful Vendor, non-responsive Vendors are eliminated from negotiations, or the Cooperative withdraws the RFP.
- 13.2. In submitting RFP Proposals, Beartooth will look very carefully at each RFP Submittal with respect to the following Vendor deliverables:
 - 13.2.1. The System meets the requirements and intention of the Cooperative RFP.
 - 13.2.2. The System Interfaces with Cooperative Systems.
 - 13.2.3. Review of any innovative unspecified option, service, technique, or capability.
 - 13.2.4. The Vendor is capable of fulfilling the service and equipment requirements of the project within the Project schedule as identified in Section 3.

14. Proposal Content Requirements

The proposal shall contain the following information:

14.1. Cover Letter

The cover letter shall be a letter of interest defining the Vendor's understanding of the RFP and the intent of the ACLARA TWACS meter upgrade the Cooperative is seeking. The cover letter shall also contain contact information for the Vendor.

14.2. Proposal

- 14.2.1. The Proposal must outline how the Vendor will deliver the ACLARA TWACS System per the Cooperative specifications. The description should include metering equipment, two-way communications equipment, communications transmission, software, security, training, and the infrastructure required.
- 14.2.2. The Proposal shall indicate how the ACLARA TWACS System will incorporate the Cooperative communications network infrastructure. This will include any Cooperative responsibilities (i.e., server racks, power supply, expected daily successful communication rates, etc.). The following items shall also be included in the Proposal:
 - 14.2.2.1. An outline of Vendor's Implementation Plan.
 - 14.2.2.2. Integration with the Cooperative NISC software.
 - 14.2.2.3. A sample copy of MDMS reports along with any user-defined reporting capabilities.
 - 14.2.2.4. Other reporting capabilities such as load forecasting, customer usage profiles, and transformer load sizing, etc.
 - 14.2.2.5. A description of Vendor's ability to meet the functional requirements outlined in the RFP. Any features and functions not specified that are included with the proposed ACLARA TWACS System.
 - 14.2.2.6. Domestic Content of the system, meters, and critical hardware components.
 - 14.2.2.7. An outline of additional costs and duties that will be required by the Cooperative to operate and maintain the ACLARA TWACS System.
 - 14.2.2.8. An expected timeline of work to be performed shall be submitted with the proposal. The timeline is to include items such as time periods of work to be performed, major milestones, testing, and commissioning, etc.
 - 14.2.2.9. All Vendor costs to implement and deploy the ACLARA TWACS System, including all applicable permits to meet or exceed the requirements of this RFP, as well as, any ongoing costs, such as managed services or system maintenance/support, etc. shall be listed.

15. Proposal Submission and Evaluation Criteria

- 15.1. Beartooth will select the Proposal that is judged to be the overall best value for the Cooperative that not only meets current needs but those of a changing industry over the next 20 years. The criteria for selection will be based on these factors and the overall

proposal from Venders. The life expectancy of the operating software and hardware system is to be at least 15 years from installation to obsolescence and 20 years for the meters.

- 15.2. The Cooperative's Customer Information System, Meter Reading/Billing Interface System, Geographic Information System, and Outage Management System are components of its National Information Solutions Cooperative (NISC) software. The metering system shall interface with the Cooperative's NISC software.
- 15.3. The Vendor shall describe their background and history in providing ACLARA TWACS System and installation services. This should include the number of years of experience in ACLARA TWACS Systems, the services currently provided to other Utilities, and the Vendor's position in the AMI market. Any experience with integrating the ACLARA TWACS System with NISC or similar software that may be pertinent to this project.
- 15.4. The Vendor shall include an experience list of not less than five installations from Washington, Oregon, Idaho, Montana or Wyoming with the proposal.
- 15.5. The Proposal shall identify the compatibility of the proposed ACLARA TWACS System, and the Cooperative owned NISC Systems. This should include the process Vendor proposes to integrate the systems for the use of the Cooperative.
- 15.6. The Vendor shall have experience that includes design, fabrication, and operation of similar equipment installed in systems of a size and complexity similar to that specified. All equipment shall be new, of the highest quality, industrial grade, and shall conform to NEMA, ANSI, the National Electric Code, all applicable industry standards, and to all Local, State, and Federal laws and regulations.
- 15.7. In submitting RFP Proposals, it is suggested that Vendors take special effort to address the following evaluation criteria:
 - 15.7.1. Cost
 - 15.7.1.1. Total installed cost
 - 15.7.1.2. Recurring monthly/ annual costs
 - 15.7.2. Hardware Support
 - 15.7.2.1. Availability of equipment
 - 15.7.2.2. Lead time for meters
 - 15.7.2.3. Critical replacement parts
 - 15.7.2.4. System Servers/ Backup/ Cloud Storage
 - 15.7.2.5. Field collection Units

- 15.7.2.6. Required field tools
- 15.7.2.7. Third-Party devices
- 15.7.3. Software Support
 - 15.7.3.1. AMI System & Third-Party Interfaces
 - 15.7.3.2. Meter programming and operation
- 15.7.4. Warranty Terms and Duration
 - 15.7.4.1. Software
 - 15.7.4.2. Equipment/Hardware
 - 15.7.4.3. Meters
 - 15.7.4.4. Third-Party devices
- 15.7.5. Schedules for Implementation
- 15.7.6. Maintenance Plan
 - 15.7.6.1. Routine scheduled
 - 15.7.6.2. Unforeseen catastrophic failures
- 15.7.7. Ability to Interface with NISC Software Systems
- 15.7.8. Full Installation Support, Service & System Training

16. Firm Costs

All firm costs associated with the Proposal must be provided on the required Proposal Cost Sheet A. Costs for options that the Vendor desires or deems useful to the Cooperative may be submitted on the Proposal Cost Sheet A or Alternates forms or provided as attachments with the Bid. Costs must be firm through system startup. In the event circumstances delay the Cooperative from issuing the “Notice to Proceed” for this ACLARA TWACS meter upgrade by more than 90 days after the Bid Due Date, then all Bidders will be allowed to modify their costs, or the Cooperative may re-Bid the contract. See Section 3: Proposal and Selection Schedule, of this RFP.

17. Scope of Equipment, Products and Services

The following section defines the scope of products and services required for the procurement and delivery of TWACS substation equipment, ACLARA TWACS meters, related software, training and support which will be carried out in several phases according to dates and deliverables outlined in Section 3.

- 17.1 The Vendor is to provide a CSV format file with all of the individual meter information compatible with the NISC Meter Data Management System (MDMS) for upload. The CSV file shall meet the Cooperative requirements and integrate with the Cooperative's NISC system.
- 17.2 The successful Bidder shall supply all ACLARA TWACS meters described in this specification.
- 17.3 The successful Bidder shall be responsible for all engineering and related sizing of TWACS substation equipment.
- 17.4. The successful Bidder shall be responsible for providing all software related to full installation and integration of the ACLARA TWACS System.
 - 17.4.1. All Software licenses shall be provided in the Cooperative's name.
- 17.5. The successful Bidder shall be responsible for all training and support necessary for the installation and integration of the ACLARA TWACS System with the NISC Customer Information System.
- 17.6. The following types of meters and software shall be provided:
 - 17.6.1. ACLARA TWACS Residential Meters
 - 17.6.1.1. All ACLARA I-210+ 2S Class meters identified in Section 18 shall have optional soft-switches enabled to provide upgraded meter function.
 - 17.6.1.2. All ACLARA I-210+ 2S Class meters identified in Section 18 shall have Service Switch to accommodate demand-side management; remote prepayment systems, controlled outage restoration, and remote disconnect/ reconnect.
 - 17.6.1.3. All ACLARA Residential meters shall have a demand function and programmed accordingly.
 - 17.6.2. ACLARA TWACS Commercial Polyphase Meters
 - 17.6.2.1. All ACLARA kV2c meters with the UMT-C-kV2 module.
 - 17.6.2.2. All polyphase ACLARA TWACS meters to include Sag & Swell Soft Key and shall be enabled on all such meters.
 - 17.6.3. MeterMate Software
 - 17.6.3.1. MeterMate software suite to enable Beartooth to configure the meter's basic and advanced functionality.

17.6.4. Account Management

17.6.4.1. Vendor's Account Manager shall work with Beartooth Staff to complete the I-210+ and the UMT-C-kV2 configuration worksheet.

17.6.4.2. Vendor's Account Manager shall work with Beartooth Staff to create the kV2c meter programs to meet Beartooth's requirements.

17.7. The following list is a set of minimum requirements for the ACLARA TWACS meters used for the AMI system. This list is not intended to limit innovative solutions and options that meet or exceed the Cooperative requirements.

17.7.1. All ACLARA TWACS meters shall:

17.7.1.1. Provide time-stamp capabilities.

17.7.1.2. Be uniquely identified in the network.

17.7.1.3. Have the ability to monitor and report voltage in a time frame that allows the utility to respond proactively to the information.

17.7.1.4. Have remote programming capability, including firmware updates.

17.7.1.5. Be able to be configured for the time of use (TOU), critical peak pricing (CPP) and real-time clock.

17.7.1.6. Be capable of PLC two-way communications.

17.7.1.7. Support outage detection, restoration and reporting.

17.7.1.8. Support tamper detection.

17.7.1.9. Have near real-time on-demand reading capability.

17.7.1.10. Provide near real-time voltage quality data (outage alarms, restoration notices, and voltage alarms) to support system operations, and other distribution system applications.

17.7.1.11. Have compatibility and optional Power Quality functions available that can be communicated to the Cooperative.

17.7.1.12. Have a power outage carryover feature (battery or super capacitor).

17.7.1.13. Be solid state digital.

17.7.1.14. Have upgradeability for advanced features.

- 17.7.1.15. Be configurable for rolling 5-minute interval data (T=15, T=30 or T=60).
- 17.7.1.16. Have a Bi-directional metering feature option.
- 17.7.1.17. Have field communication and reconfiguration capability.
- 17.7.1.18. Include Hot Socket detection.
- 17.7.2. ACLARA TWACS Commercial Meters
 - 17.7.2.1. All commercial ACLARA TWACS meters shall be capable of reporting meter reads every 15 minutes.
- 17.7.3. ACLARA TWACS Polyphase Meters
 - 17.7.3.1. All polyphase ACLARA TWACS meters shall have a minimum of 45 days of data storage capability (4 channels 15-minute intervals).
- 17.7.4. ACLARA TWACS Remote Disconnect Meters
 - 17.7.4.1. Remote disconnect ACLARA TWACS meters must report disconnect status.
 - 17.7.4.2. Current-limiting capabilities for remote disconnect meters.
- 17.8. Any special tools, communication hardware, or software required for field communication and configuration of the meter shall be supplied to the Cooperative.

18. Meter Class, Quantity and Delivery Schedule

<u>Meter Class</u>	<u>8-15-2018 Delivery</u>	<u>4-1-2019 Delivery</u>
<u>Single Phase</u>		
2S	3000	2900
2S w/ Service Switch	50	50
2S 320 Amp	60	
2S 480 Volt	20	
3S	8	
4S	170	150
<u>Polyphase</u>		
5S	6	
6S	18	
9S	40	
12S	10	
16S	110	

In the event that any proposed ACLARA TWACS meter is judged to be unacceptable with regard to performance, reliability, maintenance or operation through the RFP evaluation process, the Cooperative reserves the right to acquire alternative meters from another supplier.

19. Meter Data Storage

Vendor shall provide meter data storage options for either on-site ACLARA Server Storage with Backup or ACLARA cloud-based storage with Backup. These options should be priced separately and included on Proposal Cost Sheet A.

20. Proposal Negotiation

The Cooperative may negotiate the Contract for Services and any proposed exceptions to the ACLARA TWACS System Contract for Services with the Vendor that brings the greatest overall value to Beartooth Electric. If terms cannot be reached with the selected Vendor, the second-ranked Vendor may be contacted for negotiations. The Cooperative may continue this process until agreement terms are reached with a successful Vendor, non-responsive Vendors are eliminated from negotiations, or the Cooperative withdraws the RFP.

20.1. Once the Proposals are opened and evaluated according to the criteria described and contained herein; one Vendor will be chosen to furnish and supply the equipment, software, and services.

20.2. In submitting RFP Proposals, Beartooth will look very carefully at each RFP Submittal with respect to the following Vendor deliverables:

20.1.1. The System meets the requirements and intentions of the Cooperative RFP.

20.1.2. The System Interfaces with Cooperative Systems.

20.1.3. Review of any innovative unspecified option, service, technique, or capability.

20.1.4. The Vendor is capable of fulfilling the service and equipment requirements of the project within the Project schedule as identified in Section 3.

21. Notice of Award

Following the selection of the successful Vendor and after approval from the Beartooth Electric Cooperative Board of Trustees, Notice of Award will be given to the successful Vendor per the Project Schedule as identified in Section 3.

22. Execution of Contract for Services by Vendor

The selected Vendor will be required to execute the Contract for Services within ten (10) calendar days from the date when the Notice of Award is delivered. The Notice of Award shall be accompanied by the necessary Contract for Services. In case of failure of the Vendor to execute the Contract for Services, the Cooperative may, at its option, consider the Vendor in default.

23. Execution of Contract for Services by the Cooperative

The Cooperative upon receipt of the executed Contract for Services signed by the selected Vendor shall sign the Contract for Services and return an executed duplicate of the Contract for Services to the Vendor with a Notice to Proceed.

24. Acceptance

24.1. The Project shall be deemed accepted by Beartooth after full Commissioning of the ACLARA TWACS System has taken place and all manuals and documentation have been turned over to Beartooth.

24.2. Beartooth will issue a formal letter of acceptance to the Vendor upon full delivery and satisfaction of requirements under this RFP.

24.3. The issuance of the formal letter of acceptance will initiate the 90-day window for release of retainage amounts as documented in Section 4.

A. PROPOSAL COST SHEET A

Beartooth Electric Cooperative Request for Proposal ACLARA TWACS SYSTEM UPGRADE

Proposal of _____ (hereinafter called "VENDOR"), organized and existing under the laws of the State of _____, doing business as _____ to Beartooth Electric Cooperative (hereinafter called "Beartooth").

In compliance with the Request for Proposals for Meters and Advanced Metering Infrastructure (AMI), VENDOR hereby proposes to perform all WORK for the supply of the required meters and the supply, installation, startup of the AMI component in strict accordance with the RFP all documents in The Request for Proposal for ACLARA TWACS Meters and Advanced Metering Infrastructure (AMI), within the time set forth therein, and at the lump sum price stated below.

The undersigned VENDOR, having examined and determined the scope of the Request for Proposal for ACLARA TWACS Meters and Advanced Metering Infrastructure (AMI) including RFP Documents, hereby proposes to perform the work described for the following cost amounts. Unit costs will be summed to a total project cost that will be used for evaluation of the RFP.

VENDORS to attach separate supporting documents with expanded equipment descriptions, quantity, unit price and extended price for the following bid pricing.

	<u>PRICE</u>
Software, Project Management and Annual Maintenance	_____
AMI Hardware, Substation and Other Infrastructure	_____
Remote Communication Equipment	_____
Other Costs- Spares, Test Equipment, etc.	_____
Deployment Discounts	_____
Grand Total:	_____
Alternate: ACLARA Cloud-based Data Storage	_____
Vendor Alternates (Attach Proposed Alternates)	_____

Respectfully Submitted:

Name:

Title:

Signature: _____

Vendor: _____

Date: _____

B. ALTERNATES

Vendor to attach proposed Alternates with a description of the value it brings to Beartooth and the associated costs.

C. CONTRACT FOR SERVICES

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (“Contract”) is by and between [insert Vendor’s name], a [insert State and corporation/limited liability company/partnership/individual], with its principal place of business located at [insert Vendor’s address] (“Vendor”), and Beartooth Electric Cooperative, Inc., a Montana rural electrical cooperative, with its primary business address at 1306 N. Broadway Ave., PO Box 1110, Red Lodge, Montana 59068 (“Beartooth”). Beartooth and Vendor may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Beartooth desires to secure professional services more fully described in this Contract; and

WHEREAS, Vendor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and required services of the quality and type which meet Beartooth’s objectives and requirements; and

WHEREAS, the Parties have specified herein the terms and conditions under which such services will be provided and paid for.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

Engagement of Vendor. Beartooth hereby engages Vendor, as an independent contractor, to perform services set forth in this Contract. Beartooth shall pay for all such materials and services provided which are consistent with the terms of this Contract.

Contract Documents. The following documents, all of which are integrated by this reference as if fully stated herein, are component parts of this Contract (the “Contract Documents”):

- The Request for Proposal (the “RFP”);
- Information to bidders and general requirements;
- The Proposal;
- The Proposal Cost Sheet A submitted by Vendor;
- The proposal and/or bid submitted by Vendor and approved by Beartooth (the “Approved Bid”);
- The Confidentiality and Nondisclosure Agreement (the “NDA”) executed by Vender pursuant to the RFP;
- This Contract;
- All contract specifications and project authorization drawings;
- Any other documents or papers referred to in the foregoing documents;
- Any addenda, exhibits, or attachments to the foregoing documents.

CONTRACT FOR SERVICES, continued

Services.

Services to Be Provided. Except as specified in this Contract, Vendor, at Vendor's own risk and expense, shall furnish all technical and professional services, (collectively referred to as the "Services") to complete satisfactorily the work required by the RFP and the Approved Bid.

Commencement of Services. Vendor shall begin providing the Services under the requirements of this Contract upon receipt of written Notice to Proceed from Beartooth. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Vendor shall complete the Services within the time limits set forth in the Contract Documents or as mutually determined in writing by the Parties.

Completion of Services. When Beartooth determines that Vendor has satisfactorily completed the Services, Beartooth shall give Vendor a written letter of acceptance pursuant to the RFP ("Notice of Acceptance"). Upon receipt of such Notice of Acceptance, Vendor shall not incur any further costs under this Contract. Vendor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by Vendor, Beartooth shall make this determination within fourteen (14) days of its receipt of such request.

Compensation and Payment. In consideration for Vendor's complete performance of Services and upon acceptance by Beartooth, Beartooth shall pay Vendor for the Services as set forth in the Approved Bid and the RFP.

Term of Contract. Except as otherwise set forth in this Contract, the term of this Contract shall begin on the Effective Date of this Contract and terminate on the earlier to occur of (i) September 1, 2019, as adjusted pursuant to the Contract Documents, or (ii) the Date on which Beartooth provides Notice of Acceptance; provided, however, that expiration of the term hereunder shall not relieve Vendor of its duties and obligations under Sections 7.4 and 8.3 hereof.

Monitoring of Services. Beartooth may monitor the Services performed under this Contract to determine whether Vendor's operation conforms to the terms of this Contract; any federal, state, or local requirements; or the best practices of the industry. Vendor's nonconformity with any of the foregoing shall constitute a breach and cause for termination of this Contract pursuant to the provisions described herein.

Vendor's Representations.

Expertise; Certifications and Licenses. Vendor represents that it has the necessary expertise and all relevant certifications and licenses required and necessary to perform the Services and its other duties and obligations, expressed and implied, hereunder. The Parties acknowledge that Beartooth expressly relies upon Vendor's representations regarding its skills, knowledge, certifications, and licensures.

Quality of Work. Vendor shall perform the Services and its duties and obligations hereunder in conformance to and consistent with the best practices and standards of an industry specialist.

CONTRACT FOR SERVICES, continued

The plans, designs, specifications, estimates, calculations, reports and other documents created or furnished pursuant to this Contract and the Contract Documents shall be of a quality acceptable to Beartooth.

Performance of Services. Vendor shall perform the Services in an efficient and expeditious manner and shall cooperate fully with Beartooth. Vendor shall be fully responsible to Beartooth for the acts and omissions of its employees, representatives, and agents; its subcontractors; and any other persons either directly or indirectly employed by them. Vendor will perform all the Services in a safe manner and in accordance with all relevant federal, state and local regulations, and in accordance with the best practices in the industry.

Warranty. Vendor expressly warrants that the Services provided under this Contract shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions under the Contract Documents. Vendor agrees to promptly replace or correct any incomplete, inaccurate, defective, or otherwise nonconforming Services at no cost to Beartooth; provided, however, Vendor shall have no obligation to replace or correct any Service where its incompleteness, inaccuracy, or defect is due to the errors or omissions of Beartooth or any third party not related to Vendor. If Vendor fails to correct or replace Services as required under this Contract, Beartooth may make corrections or replace materials and charge Vendor for the cost incurred by Beartooth. This warranty and the Vendor's obligations and duties hereunder shall survive the expiration or termination of this Contract.

Responsibility of Vendor.

Quality of Services. Vendor shall be responsible for the quality, accuracy, and coordination of the Services furnished by it under this Contract. Beartooth's review, acceptance, or payments for any of the Services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. Vendor shall be and remain liable to Beartooth in accordance with applicable law and this Contract for all damages to Beartooth caused by Vendor's negligent performance, errors, and omissions of any of the Services furnished under this Contract.

No Reliance. Vendor is relying solely on its expertise and skill in the provision of the Services. Any acceptance by Beartooth of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Vendor shall not in any respect absolve Vendor from the responsibility Vendor has under this Section 8 and in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

Correction of Services. Subject only to any limitations expressly set forth in this Contract, Vendor agrees to correct any incomplete, inaccurate, defective, or nonconforming Services at no further cost to Beartooth. This provision and the Vendor's obligations and duties hereunder shall survive the expiration or termination of this Contract.

Termination. Beartooth may terminate this Contract for cause or pursuant to the provisions of Section 6 by giving Vendor written notice ("Notice of Termination") which clearly expresses Beartooth's intent to terminate the Contract and the reason for termination. Notice of

CONTRACT FOR SERVICES, continued

Termination shall become effective no less than thirty (30) calendar days after Vendor receives such notice. If Beartooth terminates this Contract, Vendor shall discontinue further services as of the effective date of termination, and Beartooth shall pay Vendor for the Services satisfactorily performed up to such date.

Independent Contractor. Vendor, including any person employed by or contracted with Vendor to furnish labor or materials under this Contract, are independent contractors and do not act as Beartooth's agent or employee. Vendor is not authorized to bind Beartooth to any contracts or other obligations.

No Pledging of Credit. Under no circumstances shall Vendor have the authority or power to pledge the credit of Beartooth or incur any obligation in the name of Beartooth. Vendor shall save and hold harmless Beartooth, its Board of Trustees, its officers, employees, and representatives for expenses arising out of any unauthorized pledges of Beartooth's credit by Vendor.

Confidentiality of Material. Under the RFP, the Parties entered into the NDA, which shall continue in full effect during the term of this Agreement.

Hold Harmless; Indemnification.

Vendor, at its sole cost and expense, shall indemnify, defend, and hold harmless Beartooth, its officials, agents, and employees from (i) the breach of this Contract; (ii) the performance of this Contract; and (iii) from any failure by Vendor, its officers, agents and employees to comply with any federal, state, and local laws, regulations, and ordinances applicable to the Services provided under this Contract.

This indemnification applies to any claims, obligations, liabilities, costs, attorney's fees, losses, or suits resulting from any acts, errors, omissions, or negligence, whether willful or not, of Vendor, its employees, agents, subcontractors, and any other person, firm, or corporation performing work, services, or providing materials under this Contract.

Beartooth must give Vendor notice of any allegation that triggers, or may trigger, Vendor's obligations under this Section 13. Beartooth, in its sole discretion, either may proceed to undertake its own defense or may surrender defense to Vendor. If Beartooth elects to undertake its own defense, then Vendor must reimburse Beartooth for any and all costs to Beartooth resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense incurred by Beartooth, including attorney fees, investigation, discovery, experts, and court costs.

Ownership of Material. All material provided or prepared pursuant to this Contract, including equipment, meters, related software and software licenses, training and support documents and information, warranties, engineering information, configuration worksheets, programs, and

CONTRACT FOR SERVICES, continued

commissioning data (all of the foregoing in hard copy or electronically stored medium), shall be the property of Beartooth as provided in the RFP.

Miscellaneous.

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

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

Waiver. Vendor agrees that waiver by Beartooth of any one or more of the conditions of performance under this Contract shall not be construed as waiver(s) of any other condition of performance under this Contract.

No Assignment. Vendor may not assign or transfer this Contract or its rights, obligations, or duties hereunder without the prior written approval of Beartooth.

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

Notices. All notices to the Parties shall, unless otherwise requested in writing, be sent to Beartooth addressed set forth herein above or to such other address as a Party may provide.

If notice is sent electronically, then a signed, hard copy of the material shall also be mailed. The workday the electronic copy was sent shall control the date notice was deemed given if there is a dated proof of transmission and receipt.

Amendment. This Contract may be amended only with the written consent signed by all Parties.

Governing Law; Venue. This Contract shall be governed and construed in accordance with the statutes and laws of the State of Montana. The venue of any suit filed by either Party shall be vested in the state courts of Carbon County, Montana, or if appropriate, in the United States District Court, District of Montana, Billings, Montana.

Attorneys' Fees. In the event of mediation or litigation that arises out of any dispute related to this Contract, the Services to be performed hereunder, or the interpretation hereof, the prevailing Party shall recover its costs of suit, expert's fees, and attorney's fees.

CONTRACT FOR SERVICES, continued

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

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

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

“Beartooth”

BEARTOOTH ELECTRIC COOPERATIVE, INC.

“Vendor”

Kevin P. Owens, PE
General Manager