



**RAPPAHANNOCK
ELECTRIC COOPERATIVE**

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REQUEST FOR PROPOSAL

INSTALLATION SERVICES ADVANCED METERING INFRASTRUCTURE

October 2025

PREPARED BY:

Rappahannock Electric Cooperative
PO Box 7388
Fredericksburg, VA 22404

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REQUEST FOR PROPOSAL INSTALLATION SERVICES AMI PROJECT

1. INTRODUCTION

Rappahannock Electric Cooperative (REC) distributes electricity to approximately 180,000 members in twenty-two counties in the Commonwealth of Virginia.

REC is voluntarily soliciting proposals from qualified and experienced firms for meter and infrastructure installation services for an upcoming Advanced Metering Infrastructure (AMI) Project to evaluate the feasibility of collaborating with a contractor for the installation of new AMI equipment and a portion of the metering endpoints. Submittals from qualified contractors should include the installation services only, with REC to procure the communication equipment and meters. All meters will be completely programmed and ready for installation.

Our primary goals for this Request for Proposal (RFP) are to select a contractor and negotiate a contract that accomplishes the following:

- Enables REC to manage the installation services to its residential and select commercial users. (Example: self-contained 3-phase users)
- Provides high quality, efficient, and cost-effective workmanship.
- Provides turn-key project management until completion.
- Maximizes benefits through the timeliest deployment program possible that meets overall project goals.

2. SCOPE OF WORK

The selected contractor will be responsible for installing electric meters and associated network equipment, working in coordination with REC's internal teams to achieve annual deployment targets across the cooperative's entire service territory. The transition and full deployment of this new AMI technology will span the next four years, with REC staff completing approximately 50% of the meter installations as part of a collaborative team effort.

2.1 ELECTRIC METER INSTALL COUNT FOR CONTRACTOR

An estimated count of the electric meters by form to be installed by the contractor is given on the following table. Actual counts may be subject to change prior to the start of deployment.

Meter Type	Project Qty	Contractor Qty
RF Electric Meter Form 1S	200	100
RF Electric Meter Form 2S/2S CL320	170,041	85,000

***Note estimates over the next four years of deployment for an RF AMI system**

2.2 NETWORK EQUIPMENT INSTALL COUNT FOR CONTRACTOR

An estimated count of the network equipment to be installed by the contractor is given on the following table. Actual counts may be subject to change prior to the start of deployment.

Network Equipment	Project Qty	Contractor Qty
1 -Radio N2450 Network Gateway, Utility Pole Mount, Antenna and cabinet with associated hardware for ground level mount	265	259
3 – Radio N2450 Network Gateway, Utility Pole Mount, Antenna, and cabinet with associated hardware for ground level mount	17	14
RF Network Router	3,207	3,117

***Note estimates over the next two years of deployment for an RF AMI system**

2.3 ELECTRIC METER AND NETWORK INSTALLATION STRATEGY:

REC intends to have two (2) phase AMI implementation:

Phase I – Pilot phase with limited electric and network equipment will be completed by internal REC staff. In this phase, AMI meters and network infrastructure will be installed where system testing will be performed.

Phase II – Full Deployment phase with all remaining AMI meters and network equipment, contingent upon the passing of system acceptance tests with the initial deployment area.

The Pilot phase is anticipated to kick off in February 2026, while the Full Deployment phase is planned to start in early Q2 2026 and is anticipated to be completed within forty-eight (48) months. Note that the timing is tentative and subject to change.

REC will perform the limited electric meter and network equipment installations during the pilot phase. The contractor is expected to participate in the Full Deployment phase of the project.

The cooperative electric service accounts are broken into seventeen (17) cycles and the electric meters are read monthly. During the route read period, there is five (5) day window before the read date and a two (2) day window after the read date blackout period. REC will provide the meter reading schedule to the contractor who shall develop their installation plan while considering the blackout periods. The contractors' installation plan will be reviewed and approved by the REC AMI Team periodically (e.g. weekly, monthly, etc.)

2.4 PRE-INSTALLATION RESPONSIBILITIES

The contractor is expected to provide the following functions and documents to REC:

Kick-off Meeting

The contractor shall be responsible for the first on-site meeting of the project team. These sessions will include:

1. Definition of contractor's roles and responsibilities.
2. The contractor shall assign a Project Manager to oversee the AMI installation services portion of the project. The Project Manager shall be thoroughly familiar and experienced with projects of similar size and scope and will have the authority to speak on behalf of the contractor on project-related issues.
3. Confirmation of system configuration, hardware and software requirements, and any requirements for materials procurement. NOTE: REC will provide the contractor with new meter base labels and seals for the new meters to be installed under the project.
4. Establishing a regular project review meeting schedule.
5. The contractor shall develop an installation schedule to meet the project

requirements. This schedule must take into consideration meter reading blackout dates provided by REC.

- a. Defining a field work schedule (work hours and days of the week set for AMI installation). Monday – Saturday 8am-5pm, (unless otherwise agreed upon).
- b. Develop schedule with REC so that the proposed installation schedule aligns with REC's project needs.

2.5 PROJECT CHARTER AND DESIGN DOCUMENT DEVELOPMENT

Determine project requirements through review meetings and update the project charter and the proper design documents. REC shall work with the selected contractor to develop a project charter and design document to be used for this project.

2.6 HARDWARE, SOFTWARE AND PROCUREMENT PLAN

Provide schedule of required hardware (PCs, endpoints, etc.) and software required to successfully deliver this project.

2.7 PROJECT CONTROLS

Describe program controls to manage data flow and other key deliverables required for this project.

2.8 PROCEDURES

Provide detailed procedures to REC for approval prior to project start.

2.9 FACILITIES

The installation contractor will work with REC to provide facilities (if needed) that are located within close proximity of the meter deployment area as required to support the AMI project deployment and installation.

2.10 WORK MANAGEMENT

- A. REC will provide the contractor with all necessary Customer (Member) information to perform the services outlined in this request. This information will be provided electronically. The contractor shall provide a list of all required data needed to successfully perform the services outlined in this request.

- B. Contractor is responsible for staffing of employees responsible for managing deployment scheduling, dispatching, and appointment setting. Appointment setting shall be agreed upon by REC Member Services.
- C. Contractor will provide handheld computers or other devices to be used by its employees. (Note: REC is considering utilizing its own workforce management system for a portion of the installation process (roughly 50%), which would require contractor to have access to a device such as an iPad with cellular communications for running the workforce management system software and capturing data.
- D. Contractor will validate Member data provided by REC at the time of installation.
- E. Work management system must provide an automated means to minimize data errors entered by an installer, such as wrong meter number, meter read, etc.
- F. Contractor shall verify that each endpoint has established communication during the time of installation.
- G. Contractor will enter premise specific information such as meter location, access issues, etc. into the work management system at the time of installation.
- H. The work management system will track meter assets down to the employee level.
- I. Contractor must clear data exceptions before exporting data to REC.
- J. Contractor will create an export file for all completed installations and deliver them to REC on a minimum of a daily basis.
- K. The work management system will be tested by the contractor and REC before work commences.
- L. The contractor must ensure all hardware or software that the contractor is using is compatible for use in the uploading of meter exchange and infrastructure data and compatible with REC's customer management system NISC.

2.11 PERSONNEL, CUSTOMER COMMUNICATIONS, AND INTERACTIONS

- a. All Contractors are responsible for conducting background checks for their employees performing work on behalf of REC.
- b. The contractor will train and qualify its personnel based on job requirements for each employee. Where applicable, describe a standard training program.
- c. Contractor shall have a suitable communications system with REC in order to be contacted at any time via radio or phone. The contractor shall be capable of contacting all installers via cell phones.
- d. The contractor will be responsible for installation and must maintain a dedicated telephone line specifically designated for addressing issues related to AMI installation services.
- e. The contractor must designate a customer service representative to meet and resolve REC Member concerns related to AMI installation services.
- f. The contractor shall request guidance from REC regarding all Member concerns and REC will determine and provide the best course for resolution to contractor.
- g. Good relations with REC's Members shall be ensured. The following procedures will be followed for this purpose:
- h. Any reports of lack of courtesy or workmanship must be investigated within forty-eight (48) hours.
- i. The contractor shall be considered a representative of REC and shall conduct themselves accordingly.
- j. The contractor shall not enter a Member's home without properly notifying REC. In the event permission is granted the presence of an adult, eighteen (18) years or older, is required.
- k. The contractor shall not solicit additional business or accept payment for work performed during the AMI installation. No additional work unrelated to the installation of the AMI shall be performed by the contractor.
- l. The contractor shall provide vehicles for its personnel and shall cover all associated transportation costs to support the deployment and installation of endpoints and meters.
- m. Contractor personnel shall be outfitted in uniforms provided by the contractor and the contractor shall work with REC to define uniform requirements. REC will provide a contractor specific vehicle decal along with a letter of validation.

- n. The contractor will provide the field, quality audit, and work tracking staff to deploy the endpoints and the meters.

2.12 PUBLIC RELATIONS PROGRAM

REC will communicate with members as appropriate, and the contractor will be consulted as needed.

2.13 METER AND ENDPOINT INSTALLATIONS

The contractor will be responsible for the field deployment, installation, and retrofit of the endpoints assigned to the contractor, including the following:

- A. Manage field deployment activities.
- B. Installation of all endpoints.
- C. Manage field deployment quality and quality audits.
- D. Coordinate with REC on management of inventory control process.
- E. Manage work scheduling and completion and work tracking data integrity.
- F. Exchange of electric meters.
- G. Install REC provided seals, lock rings, and “Do Not Tamper” labels.
- H. Confirm GPS coordinates and location/access notes.
- I. Engage in collaborative efforts with REC to develop and implement a comprehensive reclamation process tailored to our specific needs and environmental considerations.
- J. If conditions at a particular site are deemed to be unsafe, the contractor shall contact REC immediately so that corrective action can be taken, and the unsafe condition is addressed.
- K. The contractor will notify REC of any service issues found. The contractor will note the date and time and who at REC was contacted. Contractor will provide Member information to REC contact. The contractor should not wait for REC to arrive at the Member’s site to respond appropriately and safely to emergencies.
- L. It is expected that a large percentage of installations will result from door-to-door canvassing of Members. The contractor shall use the following procedures for door-to-door contact:
 - M. Verify that the account is within the work area approved for installation.

N. Arrival at member's property

- 1) Activate the emergency yellow lights upon entry to a property.
- 2) Blow the vehicle's horn twice (two short blasts) - this is an option but considered best practice. Use best judgement depending on time, if in a neighborhood, etc.

O. Exiting vehicle and member approach

- 1) Upon arrival, before beginning meter/service-related work, the contractor must knock on the door or ring the doorbell if available. – This step is required before any work is performed on the property.
- 2) It is considered best practice, but not required, to carry a cell phone for communication.

P. If residents are present, the contractor shall inform them of the metering program and attempt to complete AMI installation. If installation cannot be accomplished due to Member inconvenience, the contractor should provide homeowner with information to call and re-schedule the appointment.

Q. If a resident is not present, perform installation. If the meter is not accessible, the contractor shall leave a notice on the door with the contractor's designated phone number so that installation can be scheduled later.

R. After multiple unsuccessful attempts to perform the meter installation, please contact the REC point-of-contact for additional guidance/support.

S. The contractor shall keep a record of all AMI device installation attempts and the reason for non-installation.

T. The contractor shall take all necessary steps to minimize meter reading disputes. Digital photographs of old and new meter are required to comply. Photos are to include meter base, meter, and seal. The contractor shall contact REC if field reading is unavailable.

U. The contractor must commit to the following meter access plan:

- 1) A door hanger should be left if a Member is not present. If the meter is not accessible to the installer, the contractor shall reschedule the installation to a time when the Member will have made the meter accessible.

- 2) The contractor must document all contact attempts detailing dates, times, and reasons for unsuccessful installation.
 - 3) REC will take the necessary steps to schedule AMI installation if the contractor is unsuccessful.
- V. The contractor shall be financially responsible for repairing any utility asset damage caused by any of its installers unless the contractor has reported, before work was initiated, an unsafe condition to REC and its project manager has authorized the contractor to proceed with the installation. REC will have sixty (60) days from the date of scheduled installation to inspect the contractor's work.
- W. The contractor will install REC provided "Do Not Tamper" tags, lock rings, and seals according to REC color coded requirements on all newly installed meters.
- X. The contractor will verify the secondary voltage at each electric meter point for each meter type.
- Y. The contractor will review existing metering endpoints and fittings for obvious signs of tampering (e.g. broken or missing seals, broken lock stops, jumpers, bypasses, tampered meters, un-metered load on the line side of the electric meter, damage caused by apparent attempts to open the meter, etc.). Any meters suspected of tampering shall immediately be reported to REC. The meter is not to be exchanged; and endpoint should not be installed. The contractor will note the date, time, take a photo, and who at REC was contacted.
- Z. Quality Assurance
- 1) The contractor will retrain its employees due to installation errors found during the contractor's quality audits.
 - 2) The contractor will resolve all installation errors by the end of the work week or within five (5) business days from date of notification by REC.
 - 3) The contractor will perform random audits on its employees' work.
 - 4) The contractor will make available an audit report summary at the end of each work week.

2.14 PROJECT ADMINISTRATION

The contractor must provide the following reports weekly:

- A. Installation report that details the number of AMIs (Advanced Metering Infrastructure) and endpoints installed, compared to the expected amount.
- B. Quality assurance inspections and results.
- C. The number of endpoints returned and any other pertinent inventory (such as REC provided parts or property required for installation services).
- D. Field damage claim status report.
- E. Exchange documentation report of removed and installed meter that includes photo of meter identification and photos of removal/installation readings
- F. Installation report including photos of any equipment/infrastructure deficiencies.
- G. The contractor will implement a program to control consigned materials, inventory, and supplies associated with the electric meter changeout operation.
- H. The contractor will provide problem-solving procedures for the following issues:
 - I. Faulty installation.
 - J. Faulty endpoint programming errors.
 - K. Any discrepancies in inventory issued to contractor.

2.15 ACCEPTANCE PROGRAM

Installations will be accepted by REC after the following conditions are met:

- A. Documentation of completed installations including the requirements listed under Section 6.
- B. Successful meter reading by REC of all installed meters for two consecutive billing periods after initial installation.
- C. Installations will be conditionally accepted if REC can obtain a read during the first billing cycle after initial installation.

2.16 PAYMENT

The contractor will invoice REC monthly for all accepted and conditionally accepted installed meters.

3. PROPOSAL FORMAT GUIDELINES

REC requests that the contractor's proposal be submitted in the format outlined in this section. REC reserves the right to request or require additional information or materials after the proposals are submitted. Costs incurred preparing and submitting a response to this request are entirely the contractor's responsibility and not chargeable to REC. Proposals should include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separated and labeled; pages should be numbered. The following proposal sections are to be included in the Proposer's response:

3.1 COMPANY BACKGROUND AND PROJECT SUMMARY SECTION

Provide the following information in the executive summary: ([Reference Appendix B](#))

- A. A written summary of your proposal to include why your firm is qualified to handle this project and provide differentiators and strengths of your company and project team. An affirmation of no conflict of interest. Name of firm and mailing address, phone, and fax number of the proposer's principal place of business.
- B. A brief company history, including ownership, size, and number of national offices. Recent acquisitions or changes in ownership should be clearly disclosed.
- C. Overall company experience in utility automation, network operations, systems integration and/or system installation.
- D. Confirmation that your company and personnel are legally allowed to work in the Commonwealth of Virginia.
- E. State whether there are pending or prior legal disputes or lawsuits with any existing or previous clients. If so, state all such disputes, including dates, as well as any facts and outcomes regarding these disputes.
- F. State the standard method or methods of resolving disputes, should they arise.
- G. Which subcontractors, if any, are part of the proposed project team? Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services. ([Reference Appendix F](#))

H. The company's capital position and financial health. Provide annual reports and/or financial statements for the division of the company directly responsible for the product or services proposed in this RFP for each of the last three fiscal years as an appendix. (Reference [Appendix E](#))

I. Describe the relationships amongst the different entities proposing jointly, how long you have worked together, what projects were successfully implemented jointly, projects that were not successful, and whether any of the companies submitting jointly have vested interest in one another.

J. Depict any utilities using your AMI solution in VA, MD, or DE.

K. Please disclose all past or current business and personal relationships with any current REC employee, or family member of any current REC employee. Any past or current business relationship may not disqualify the firm from consideration.

L. An original authorized signature.

3.2 METHODOLOGY SECTION (Reference [Appendix B](#))

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of the efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the listed under the Scope of Work section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from REC staff. Explain what the respective roles of REC staff and your staff would be to complete the tasks specified in the Scope of Work.

3.3 STAFFING (Reference [Appendix B](#))

Provide a list of individuals(s) who will be working on this project and indicate the functions that each individual will perform and anticipated hours of service for each individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to REC for approval before they begin work.

3.4 QUALIFICATIONS (Reference [Appendix B](#))

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated in named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including the length of time that your firm has provided the services being requested in this Request for Proposal.

For Proposers, provide at least (3) three references that received similar services from your firm. REC reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another entity, please provide references for those entities as set forth above. (Reference [Appendix G](#))

3.5 FINANCIAL PROPOSAL (Reference [Appendix C](#))

All Proposers are required to submit a fee structure with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of ninety (90) days following submission. Proposals shall include pricing for the scope of work, all labor, overhead, time, and materials. Please include pricing for the costs associated with meter reclamation for the old meters that will be replaced under the project.

3.6 SCHEDULE OF EVENTS

This Request for Proposal will be governed by the following schedule:	
Release of RFP	October 6, 2025
Deadline to Submit Intent to Propose Form	October 13, 2025
Pre-Proposal Meeting	October 21, at 10:00AM (ET)
Deadline for Written Questions	October 24, 2025
REC Responses to Questions Provided By	October 31, 2025
Proposals are Due	November 7, 2025
Interview (As Applicable)	TBD
Approval of Contract (Tentative)	TBD

All dates are subject to change at the discretion of REC.

3.7 PROCESS FOR SUBMITTING PROPOSALS

Proposal submissions shall be submitted electronically to rfpami@myrec.coop and will be accepted no later than **5:00 PM (ET) November 7th, 2025**. Each proposal must be clearly marked with the Contractor's contact information (business name; contact name; physical/mailling address; email address; and phone number). Please include in the subject line: "RFP AMI Installation Services October 2025." Any proposal received after the time and date specified will not be considered.

Contractors are solely responsible for ensuring timely delivery and are encouraged to request acknowledgement of receipt from the Procurement Office to confirm the successful delivery of proposal submission.

Each Contractor must complete the form in [Appendix A](#) *Acknowledgment of Receipt and Intent to Propose* acknowledging receipt of the RFP with its intent to submit a proposal for consideration. The form must be sent via email to: REC's Procurement Office at: rfpami@myrec.coop, on or before **5:00 PM (ET) October 13th, 2025**. Please include in the subject line: "RFP AMI Installation Services October 2025."

REC will conduct a pre-proposal meeting on **October 21st, 2025, at 10:00AM (ET)**. The meeting will be held virtually via Microsoft Teams and attendance is optional. The pre-proposal meeting access information and invitation will be emailed to the Authorized Representative listed in the Acknowledgement of Receipt/Intent to Propose form ([Appendix A](#)).

3.8 INQUIRIES

All inquiries regarding this RFP must be made via email to REC's Procurement Office at: rfpami@myrec.coop no later than **5:00 PM (ET) October 24th, 2025**. Please include in the "Subject" line: "REC RFP AMI Installation Services October 2025". REC will provide responses to inquiries no later than **5:00 PM (ET) October 31st, 2025**.

REC, at its sole discretion, will select the proposal which best fulfills the requirements. REC may request additional information from bidders to clarify elements of their proposals. REC may, in its sole discretion, clarify, modify, amend, or terminate this RFP if REC determines it is in REC's best interest. REC will notify the potential Contractors of such action. This RFP does not commit REC to award a contract or to pay any costs incurred for any services. REC, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. REC shall have no liability to any Contractor for any costs or expenses incurred in connection with this request. REC may waive any irregularity in any proposal. If any proprietary information is contained in the proposal, it should be clearly identified.

REC reserves the right to amend or supplement this RFP prior to the proposal due date. All addendums, responses to questions received, and additional information will be sent to all initial recipients.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any REC employee other than REC's Procurement Office listed above regarding this RFP. REC reserves the right to reject any proposal for violation of this provision.

3.9 EVALUATION CRITERIA

REC's evaluation and selection process will be conducted in accordance with REC's Purchasing and Procedures Policy. In accordance with the Policy, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria

will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

A. Qualifications of Entity and Key Personnel:

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

B. Approach to Providing the Requested Scope of Services:

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

C. Price Proposal:

Price proposals will be evaluated on the basis of the Total Estimated Annual Price. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.

11.9.1 EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Policy, REC will adhere to the following procedures in evaluating proposals. An Evaluation Committee, which may include members of REC's staff and possibly one or more outside experts, will screen and review all proposals according to the criteria set forth above.

Stage 1 – Initial Proposal Review

Proposals will be screened initially to ensure responsiveness to the RFP. REC may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP.

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact the Contractor's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. REC may reject any proposal in which a Contractor's approach, qualifications, or price is not considered acceptable by REC.

Stage 2 - Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Contractors included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, will be conducted at REC. The individual(s) from the firm or entity that will be directly responsible for carrying out the contract, if awarded, should be

present at the oral interview. The oral interview may, but is not required to, use a written question and answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, REC may during this stage of the evaluation process also contact and evaluate the Contractor's references, contact any Contractor to clarify any response or request revised or additional information, contact any current users of a Contractor's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Stage 3 – Final Evaluation

Following the conclusion of this stage of the evaluation process, the Committee will re-evaluate all proposals according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for the award, or it may request Best and Final Offers from Contractors. REC may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. REC may recommend award without Best and Final Offers, so Contractors should include their best proposal with their initial submission.

Recommendation for the award is contingent upon the successful negotiation of contractual terms and conditions. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless an agreement is reached. If contract negotiations cannot be concluded successfully within a period determined by REC, REC may terminate negotiations and commence negotiations with the next highest scoring proposal or withdraw the RFP.

4.0 REC GENERAL TERMS AND CONDITIONS

EX PARTE COMMUNICATIONS

Contractor and Contractor representatives should not communicate with REC Council members about this RFP. In addition, Contractor and Contractor representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of REC, including any member of the evaluation panel, except for REC's Procurement Office regarding this RFP until after the contract award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of REC during a public meeting.

A "Contractor" or "Contractor's representative" includes all of the Contractor's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Contractor's proposal, and any individual or entity who has been requested by the Contractor to contact REC on the Contractor's behalf.

CONFLICT OF INTEREST

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of during the performance of services under any contract award. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of any contract awarded. Violation of this provision may result in any contract awarded being deemed void and unenforceable.

DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Contractor from acting on behalf of REC, REC requires that all Contractors disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to the contract award or during the term of the contract. Each Contractor shall disclose whether any owner or employee of the firm currently holds positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months.

ABSENCE OF COLLUSION

By submitting a response, Contractor hereby affirms that neither it nor any person or entity acting or purporting to act on its behalf has entered into any combination, conspiracy, agreement, or other form of collusive arrangement with any person, corporation, partnership, or other entity which directly or indirectly has to any extent lessened competition between Contractor and any other person or entity for the award of the Agreement.

PUBLIC RECORDS

All materials submitted in connection with this Request for Proposal will be public documents and subject to the laws of the Commonwealth of Virginia, the United States of America and the open records policies of REC. All such materials remain the property of REC and will not be returned to the respondent.

CONTRACTOR PERFORMANCE

In case of failure to deliver goods or services in accordance with the contract terms and conditions, REC, after due oral or written notice, may procure substitute goods or services from other sources and hold the Contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which REC may have.

PROJECT FUNDING

It is understood and agreed between the parties herein that REC shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

WARRANTY

The contractor will warrant the quality of work for a period of at least twelve (12) months from the date of completion and will perform any rework, at no extra charge, of substandard installations.

INSURANCE

In confirmation of the below requirements, and if applicable, all insurance policies required under this Agreement shall be written with Rappahannock Electric Cooperative named as "Additional Insured" as it relates to Commercial General Liability, Automobile, and Umbrella/Excess Limits Liability coverages upon acceptance of Proposal. Contractor shall obtain the below required coverages with carriers authorized to do business in the Commonwealth of Virginia with a minimum "Best Rating" of "A" and shall provide certificate of insurance before beginning work.

The successful Bidder shall acquire and maintain the below listed minimum amounts:

Insurance Requirements	
Worker's Compensation	\$1,000,000 each accident
Employer's Liability	\$1,000,000 each accident/disease each employee/disease policy limit
Commercial General Liability	\$2,000,000 each occurrence
Commercial Automobile Liability	\$2,000,000 each occurrence
Umbrella/Excess Limits	\$5,000,000 each occurrence
Cyber or Information Technology Liability	\$5,000,000 each occurrence

PAYMENT TERMS

- A. Contractor shall furnish invoice detail of charges to REC monthly based on the fees listed in the Proposal. Invoices may be mailed or emailed (information will be provided upon award). Contractors are encouraged to register for ACH payment with REC's Accounts Payable department.
- B. Payment will be made within thirty (30) days after receipt of a valid invoice and verification of satisfactory service.

TAXES

Contractor will be responsible for the payment of all payroll, federal, and municipal taxes, unemployment compensation insurance, public liability insurance and employees' bonds. Agreement prices shall include all applicable taxes. The Contractor shall, without additional expense to REC, pay all applicable federal, state, and local taxes, and fees pertaining to services and materials provided in this contract. REC shall report the amounts it pays the Contractor on IRS Form 1099, to the extent required under the Internal Revenue Code.

TERM OF AGREEMENT

Contingent upon timeline and execution of Proposal Services and Deliverables.

ENFORCEMENT OF COST AND SYSTEM PERFORMANCE PARAMETERS

REC is committed to requiring and strictly enforcing both cost and system technology performance parameters for all projects. This includes:

COST PARAMETERS

Detailed budgeting and cost control measures to ensure the project remains within approved financial limits. No extra cost due to the lack of proposed equipment shall be consumed by REC.

Regular financial audits and reviews will be performed to monitor expenditure and prevent cost overruns. Transparent reporting and accountability mechanisms are required for all financial activities.

BUY AMERICA REQUIREMENTS FOR INFRASTRUCTURE PROJECTS

Awards funded through this Funding Opportunity Announcement (FOA) that involve the construction, alteration, maintenance, or repair of public infrastructure in the United States must adhere to the following Buy America requirements:

Domestic Production Requirement

All iron, steel, and manufactured products used in the infrastructure project must be produced in the United States. All construction materials used in the infrastructure project must be manufactured in the United States.

Applicability

The requirement applies to projects based on several factors, including the recipient's entity type and whether the project involves "infrastructure" as defined in Section 70914 of the BIL. For this FOA, all projects are considered "infrastructure" under the Buy America provision, according to OMB Memorandum M-22-11 issued on April 18, 2022.

Exemptions

The Buy America requirements do not apply to Department of Energy (DOE) projects where the prime recipient is a for-profit entity. The requirements apply to projects where the prime recipient is a "non-Federal entity" (e.g., State, local government, Indian Tribe, Institution of Higher Education, or nonprofit organization).

Subaward Conformance

For-profit prime recipients are not required to impose Buy America requirements on subrecipients. Non-Federal entity prime recipients must impose Buy America requirements on all subrecipients, regardless of their for-profit status.

Program Policy Factor

DOE may consider the applicant's commitment to procuring U.S. iron, steel, manufactured products, and construction materials when selecting applications for award negotiations.

Commitments and Waivers

The Cooperative Agreement will require recipients to:

1. Fulfill commitments made regarding the procurement of U.S.-produced products.
2. Procure key component metals and manufactured products domestically when available in sufficient quantities and of satisfactory quality.

Applicants may request waivers of these requirements in limited circumstances and for good cause shown.

DAVIS-BACON ACT COMPLIANCE

All projects funded under this RFP must comply with the Davis-Bacon Act, which requires:

Prevailing Wages

Payment of local prevailing wages and fringe benefits to laborers and mechanics employed on federal and federally assisted construction projects.

Wage Determinations

Use of wage determinations issued by the U.S. Department of Labor to establish prevailing wage rates for specific types of work in various geographic areas.

Labor Standards

Adherence to labor standards provisions in the contract, including the payment of wages at least once a week and maintaining accurate payroll records.

Contractor Obligations

Contractors and subcontractors must comply with all applicable wage and hour requirements and ensure that workers are informed of their rights under the Act.

Compliance with the Davis-Bacon Act ensures fair compensation for workers and helps maintain labor standards on construction projects funded under this RFP.

Software Utilization and Training Requirements

The Contractor shall be required to utilize DOE's designated labor compliance software, LCPtracker, for the full duration of the Advanced Metering Infrastructure (AMI) project. REC will provide the necessary software access to the Contractor to enable use of the platform. To ensure proper implementation and compliance, REC will also provide guidance on the use of LCPtracker.

The Contractor shall:

- Ensure that designated staff complete LCPtracker training prior to project commencement.
- Maintain accurate and timely submission of labor compliance data through the software.
- Cooperate with REC in any audits or reviews conducted via LCPtracker.

Failure to comply with software usage or training requirements may result in delays in payment or other contractual remedies as outlined in the agreement.

CONTRACT TERMINATION

Either party may terminate Agreement for convenience with one hundred twenty (120) day advance written notification to either party. Deficiencies in the Agreement or Services shall result in a cure notice upon which Contractor has seven (7) days to resolve. Multiple cure notices shall constitute a material breach of contract. REC reserves the right to terminate for breach of contract with thirty days (30) written notification to Contractor as a result of multiple cure notices. Upon notice of termination, Contractor shall submit all pending invoices to REC for consideration and payment.

CONTRACTOR'S INDEMNITY OBLIGATIONS

Contractor (the "Indemnifying Party") shall defend, indemnify, and hold harmless Rappahannock Electric Cooperative and its officers, directors, employees, successors, and affiliates (the "Indemnified Party") from and against any and all injury, loss, damage, or liability (including claims for personal injury, property damage, or economic loss), costs, or expenses (including reasonable attorneys' fees and court costs) arising from Contractor's negligence, intentional misconduct, or breach of this Agreement or any Task Release. Contractor's obligations under this Section shall include consequential damages to the extent caused by Contractor's actions or omissions. The parties agree that nothing herein shall be construed to require Contractor Parties to defend or indemnify Company Parties against liability arising to the extent of their own negligence.

If either Party receives notice of a third-party claim for which it seeks indemnification under this Article, the Party seeking indemnification shall notify the other Party in writing within five

(5) Business Days of becoming aware of the claim. The indemnifying Party shall assume the defense of the claim, including the right to settle, provided it obtains the prior written consent of the indemnified Party, which shall not be unreasonably withheld, conditioned, or delayed. If the indemnifying Party assumes the defense, it shall select legal counsel subject to the indemnified Party's approval, such approval not to be unreasonably withheld, and bear the associated fees and expenses. The indemnified Party may participate in the defense with its own counsel at its own expense. If the indemnifying Party does not assume the defense within five (5) Business Days of receiving notice, the indemnified Party may defend the claim on behalf of, and at the full risk and expense of, the indemnifying Party, with all reasonable costs and expenses of such defense to be paid by the indemnifying Party. The obligations under this Section shall survive termination of this Agreement.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability for loss or damages to REC property caused by use of any defective or deficient supplies, products, equipment, and/or Services delivered under this Agreement shall not exceed the limitations set forth under Contractor's insurance requirements. The Contractor will not be liable under this Agreement for any indirect, incidental, special, or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Agreement. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Agreement expressly provides a right to damages, indemnification, or reimbursement.

EMPLOYEES

Contractor certifies that they do not and shall not during the performance of this Agreement; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. No minors, under the age of eighteen (18), will be allowed on REC premises, except those employed by the Contractor as allowed under the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.

LITIGATION

If at any point in the duration of this Agreement it becomes necessary for REC to obtain the services of an attorney to enforce its rights under this Agreement, the Contractor agrees to pay all reasonable attorneys' fees and court costs of litigation associated with such enforcement to the extent REC is the Prevailing Party.

The essential validity of this Agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation, shall be construed and governed by the laws of the State of Virginia, and by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in

the State of Virginia, as effective and in force on the date of Agreement. Venue for any state court litigation arising from this Agreement shall lie in Spotsylvania, Virginia, and venue for any federal court litigation shall lie in the State of Virginia.

PUBLICITY

Contractor shall not advertise or publish, without REC's prior consent, the fact that REC has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local governments.

ENTIRE AGREEMENT

This Agreement, including any Schedules attached to this Agreement, constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. There are no representations, warranties, or other agreements, whether oral or written, between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement.

AMENDMENTS

No amendment, supplement, modification, waiver, or termination of this Agreement is binding on the parties unless it is in writing and signed by all of the parties.

RIGHT TO ASSURANCE

Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory breach or repudiation of this Agreement.

FORCE MAJEURE

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then said party shall give notice and the full particulars of the Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. The obligation of the party giving notice, so far as it is affected by the Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided. Said party shall endeavor to remove or overcome such inability within a reasonable time after having given notice.

ASSIGNMENT

No right or interest in this Agreement shall be assigned or delegated without written permission. Any attempted assignment or delegation by either party shall be void and totally ineffective for all purposes, unless made in conformity with this paragraph.

WAIVER

No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

SEVERABILITY

Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

ADDITIONAL SERVICES

During the duration of this Agreement, the Contractor and REC may enter into negotiations for the performance of additional services outside of the primary scope of this Agreement (such work hereinafter called "Additional Services"). Unless otherwise agreed upon in writing by the Contractor and REC at the time of the commencement of such Additional Services, the provisions of this Agreement shall apply to all Additional Services.

INVALIDITY

If any provision of this Agreement or any part of any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision or part shall not affect the validity, legality, or enforceability of any other provision of this Agreement or the balance of any provision of this Agreement absent such part and such invalid, illegal or unenforceable provision or part are deemed to be severed from this Agreement and this Agreement will then be construed and enforced as if such invalid, illegal or unenforceable provision or part had never been inserted in this Agreement.

NOTICE

All notices under this Agreement shall be in writing and shall be duly given if delivered personally or sent by registered mail or certified mail, return receipt requested, postage prepaid, email or by fax (with confirmation of receipt) to the respective addresses or fax numbers of the Designated parties established upon acceptance of the Agreement. Any notice given shall be deemed to have been received on the date which it is delivered if delivered personally or, if mailed, on the fifth Business Day next following the mailing of that notice, or, email, if transmitted by fax, on the next Business Day following the day of transmission. Each party may change its address or fax number for the receipt of notices by giving notice of change as required in this Section.

COMPLIANCE WITH APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable federal, state, and local laws, rules, regulations, directives, and ordinances now or hereafter in effect.

Appendix A

Acknowledgment of Receipt and Intent to Propose

REQUEST FOR PROPOSAL (RFP) – REC Request for Proposal AMI Installation Services October 2025

Please e-mail this notification of receipt and intent on **or by October 13th, 2025, 5:00 PM (ET)** to: rfpami@myrec.coop.

Acknowledgment of Receipt

Company Hereby Acknowledges
Receipt of RFP Transmission File:

Print Name:

Authorized Signature:

Title:

Date:

Please select one of the following options from the list below:

Yes, the above firm intends to submit a Proposal.

No, the above firm does not intend to submit a Proposal.

Representative:

Name and Contacts of Authorized Representative:

Name:

Title:

Email:

Phone Number:

Appendix B

Written Proposal

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Appendix C

Financial Proposal

Contractor shall provide a Financial Proposal based on:

1) The meter type and estimated contractor installation quantities listed under Section 2.1 and 2.2 of the Proposal.

2) Contractor shall also include a meter reclamation fee schedule for REC's removed meters according to the following forms and replacement quantities:

<u>ELECTRIC METER FORM</u>	<u>ESTIMATED REPLACEMENTS</u>
12S	2,134
16S	1,669
1S	80
2K	1,808
2S	171,764
3S	384
4S	536
5S	105
6S	245
8/9S	2,015
TOTAL	180,740

Appendix D

Mutual Non-Disclosure Agreement

(Please submit a signed copy with the proposal package)

This Mutual Nondisclosure Agreement (the “Agreement”) is made as of __, 2025 (the “Effective Date”) by and between **Rappahannock Electric Cooperative**, a Virginia corporation (“REC”), and [REDACTED] (“[REDACTED]”). REC and [REDACTED] may hereafter collectively be referred to as “Parties” or individually as “Party”.

1. **Purpose.** REC and [REDACTED] wish to explore and discuss [REDACTED] and to determine whether there are any synergies between the Parties that could be established to address the aforesaid (the “Purpose”). In connection with the Purpose and discussions regarding the same, each Party may disclose Confidential Information (as defined below) to the other Party. This Agreement is intended to allow the Parties to discuss and evaluate the Purpose while protecting each party’s Confidential Information (including Confidential Information previously disclosed) against unauthorized use or disclosure.

2. **Definition of Confidential Information.** “Confidential Information” means any oral, written, graphic or machine-readable information disclosed in connection with the Purpose including, but not limited to, that which relates to trade secrets, know-how, ideas, data, improvements, discoveries, inventions, patents, patent applications, research, financials, product plans, products, products under development, electric facilities, electric distribution and generation matters, broadband and fiber network matters, IT software, manufacturing, processes, designs, drawings, engineering, formulae, algorithms, computer programs, software (including source and object code), hardware configuration, regulatory information, medical reports, cell lines, chemical formulas, business plans, agreements with third parties, services, customers, markets, marketing, pricing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

3. **Nondisclosure and Nonuse of Confidential Information**

(a) Neither Party shall use any Confidential Information disclosed to it by the other Party for its own use or for any other purpose other than to carry out discussions concerning, and the undertaking of the Purpose. Except as contemplated in connection with any actual engagement or as authorized by the disclosing Party, neither Party shall disclose any Confidential Information of the other Party to any third party, provided that either Party may disclose such Confidential Information to its affiliates and its and its affiliates’ respective directors, officers, employees, consultants, agents or other third parties who are required to have the information in connection with the Purpose and who are bound by obligations of confidentiality and nonuse at least as restrictive as set forth herein (such persons to whom Confidential Information of each Party is disclosed, “Agents”). Each Party shall direct its Agents not to disclose or use the Confidential Information of the disclosing Party. Each Party shall take reasonable measures to protect the secrecy of and avoid unauthorized disclosure or use of Confidential Information of the disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have

any such information. Such measures shall include, but not be limited to, the degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each Party agrees to notify the other in writing of any misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing Party which comes to the receiving Party's attention.

(b) Exceptions. Notwithstanding the above, neither Party shall have liability to the other with regard to any Confidential Information of the other which the receiving Party can prove:

(i) was in the public domain at the time it was disclosed or has entered the public domain through no breach of this Agreement by the receiving party or its Agents;

(ii) was known to the receiving party at the time of disclosure, as demonstrated by materials in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of the disclosing Party;

(iv) was independently developed by the receiving Party without any use of the Confidential Information of the disclosing party, as demonstrated by materials created at the time of such independent development;

(v) becomes known to the receiving Party from a source other than the disclosing Party that is not, to the receiving party's knowledge, bound by an obligation of confidentiality to the disclosing Party; or

(vi) is disclosed pursuant to law, rule or regulation or legal or regulatory process, including the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving Party shall, to the extent practicable and permitted by law, rule, regulation and any relevant legal or regulatory body, provide prompt notice of any such request or requirement to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure (provided, that no notice shall be required in connection with disclosures to regulatory authorities pursuant to requests not targeted at the disclosing Party or its Confidential Information).

4. Nondisclosure of Third Party Confidential Information. Neither Party shall disclose to the other Party any confidential or proprietary information of a third party, which information is restricted from disclosing pursuant to a confidential or other similar disclosure restriction agreement with a Party.

5. DISCLAIMER. DISCLOSING PARTY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY RECEIVING PARTY AT ITS OWN RISK. DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, HEREUNDER INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. Return or Destruction of Materials. Any materials or documents that have been furnished by one Party to the other in connection with the Purpose shall be promptly returned or

destroyed (at the receiving party's election) by the receiving Party, accompanied by all copies of such documentation, upon the written request of the disclosing Party; provided, that the foregoing will not require the destruction or return of materials that are required to be retained by a receiving Party's or its Agents' internal processes adopted pursuant to applicable law, rule and regulation and will not require a receiving Party or its Agents to search archived electronic files accessible only to IT personnel for Confidential Information in order to purge that material from such files.

7. **No Rights Granted** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either Party, nor shall this Agreement grant either Party any rights in or to the disclosing Party's Confidential Information other than the limited right to review such Confidential Information solely for the Purpose and any agreements that derive therefrom.

8. **Independent Parties.** REC and [REDACTED] are independent parties, and nothing contained in this Agreement shall be construed to constitute REC and [REDACTED] as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

9. **Term.** This Agreement shall terminate on the earlier to occur of: (i) the execution of a definitive agreement governing the Purpose, which includes confidentiality provisions substantially similar to those set forth herein or which expressly supersedes this Agreement; (ii) written notice given by either Party terminating the evaluation of the Purpose; or (iii) one (1) year from the Effective Date; provided, however, the obligation to protect the confidentiality of Confidential Information received prior to the date of termination shall survive the termination of this Agreement.

10. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party unless the assignee shall be the successor entity to the assignor.

11. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

12. **Notices.** All notices required or permitted hereunder will be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed e-mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the address as set forth on the signature page hereof or at such other address as a Party may designate by ten (10) days advance written notice to the other Party.

13. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without giving effect to principles of conflicts of law. The parties agree that the exclusive jurisdiction and venue of any legal action arising

out of this Agreement, including disputes that may arise following termination of this Agreement, shall be the federal courts sitting within the Eastern District of the Commonwealth of Virginia, and each party hereby submits itself to the exclusive jurisdiction and venue of those courts for the purposes of such action and each party hereby waives any right to trial by jury and consents to a bench trial.

14. Remedies. REC and [REDACTED] each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing Party and its business. REC and [REDACTED] each expressly agree that due to the unique nature of the disclosing Party's Confidential Information, monetary damages may be inadequate to compensate or protect the disclosing Party for any breach by the receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, REC and [REDACTED] each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to the disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.

15. Entire Agreement; Amendment and Waiver. This Agreement is the product of both of the Parties hereto, and constitutes the entire agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly canceled. Any term of this Agreement may be amended with the written consent of REC and [REDACTED]. Any amendment or waiver effected in accordance with this Section 15 shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Agreement as of the date first above written.

RAPPAHANNOCK ELECTRIC COOPERATIVE

By: _____

Name: _____
(print)

Title: _____

Address: _____

Phone: _____

Email: _____

[ADD NAME]

By: _____

Name: _____
(print)

Title: _____

Address: _____

Phone: _____

Email: _____

Appendix E

Annual Report / Financial Statement (Last Three Years)

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Appendix F

Subcontractor & Third-Party Utilization

Please identify any subcontractor or third parties which the Vendor may use to satisfy the requirements outlined in this Proposal.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>YEARS IN BUSINESS</u>	<u>CONTACT PERSON PHONE NUMBER</u>

Appendix G

Please provide a minimum of three (3) references from projects of comparable scope executed for electric utility clients at the level of REC or higher within the past seven (7) years, encompassing both ongoing and completed projects.

<u>References</u>	
Utility Name	
Number of Meters	
Point of Contact (name/title)	
Address	
Telephone	
E-mail Address	
Project Name	
Project Start/End Dates	
Project Scope	
AMI Metering Infrastructure & Deployment	
Option for Visit	

Appendix H

Vendor & Third-Party Terms and Conditions

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Appendix I

In compliance with this Request for Proposal, and to all the terms and conditions contained within, the undersigned firm hereby offers and agrees to furnish all goods and services required by this Request for Proposal at the price(s) indicated in the financial proposal, and the undersigned firm hereby certifies that all information provided below and in any Appendix attached hereto, is true, correct, and complete.

Name of Firm:	
Address:	
Zip Code:	
DPOR / License Number	
Fax Number:	
E-mail Address:	
Name:	
(Please Print)	
By:	
(Signature)	
Title:	
Date:	
Telephone Number:	