Request for Proposals

For

Meter Data System (MDS)

Rev 3

August 24, 2018

The Kentucky Municipal Energy Agency (KyMEA) seeks proposals from qualified providers of meter data software, hardware, and services. KyMEA intends to make an initial determination to purchase this system by October 5, 2018. Proposers are required to submit their RFP no later than 2 pm EDT on September 14, 2018, and meet other requirements specified in this RFP.

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REQUEST FOR PROPOSAL

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PROPOSAL DESCRIPTION	Meter Data System (MDS)
DUE DATE & TIME	September 14, 2018 @ 2:00pm (EDT) Proposals received after this date and time will be deemed unresponsive and returned to the bidder unopened.
DELIVERY E-MAIL	rleesman@kymea.org
SPECIFICATION CONTACT	Rob Leesman Vice President, Market Analytics Kentucky Municipal Energy Agency 1700 Eastpoint Parkway, Suite 220 Louisville, KY 40223 (502) 640-1315 rleesman@kymea.org
SCOPE	Kentucky Municipal Energy Agency is seeking proposals for a meter data system.

Purpose of RFP

The Kentucky Municipal Energy Agency (KyMEA), formed pursuant to Sections 65.210 to 65.300 of the Kentucky Revised Statutes, as amended, known as the "Interlocal Cooperation Act" (the "Act"), seeks written proposals from qualified firms for a meter data system and associated services ("Proposal"). KyMEA intends to purchase products and enter into a service agreement with a selected proposer (the "Vendor") on or about October 5, 2018. The Vendor will provide software, hardware, and/or services to implement a meter data system to be located at the KyMEA Market Analytics Center (MAC) in Louisville, KY. See Scope of Work.

GENERAL INSTRUCTIONS

1. To be considered, all proposals must be received via mail or e-mail, not later than the due date and time. Any proposal received after the specified time shall not be under consideration. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the due date and time.

2. **Questions:** Proposers can e-mail questions or clarifications they may have in reference to this RFP provided such questions and requests for clarification are received by 2:00 p.m. EDT on August 31, 2018 by e-mail.
   - e-mail to: rleesman@kymea.org

3. This RFP will be conducted under the provisions of the Kentucky Model Procurement Code, specifically KRS 45A.370 titled Competitive Negotiation. Proposals shall be reviewed, and discussions conducted with respondents whose proposals are determined to be reasonably susceptible of being selected for award based on qualifications and evaluation factors in this RFP. Discussions will not disclose any information derived from proposals submitted by other respondents.

   Award shall be made to the responsible Proposer whose proposal is determined, in KyMEA's sole discretion, to be the most advantageous to Kentucky Municipal Energy Agency, unless KyMEA rejects all proposals.

   KyMEA reserves the right to negotiate and contract with any firm it deems suited to provide the desired software and services. It also reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities and to request submission of additional information.

   Any award granted under this RFP is subject to KyMEA's successful negotiation of any remaining unresolved terms to be included in a service agreement with a responsible Proposer in order to achieve the best and most advantageous terms and conditions for KyMEA and its Members relating to software and services for meter data collection and management.

   Proposer understands that KyMEA reserves the right to make an award on the basis of initial proposals without discussions, subject to the successful negotiation of a final service agreement.

4. **Documents Submitted:** All documents submitted in response to this RFP become the property of KyMEA upon delivery to KyMEA and may be appended to any formal documentation that would further define or expand the contractual relationship between KyMEA and the Proposer. Each Proposer, as an express condition for KyMEA's

consideration of such proposal, agrees that the contents of every other proposal are confidential and proprietary, and waives any right to access to such documents. No submission or supporting documentation will be returned to Proposer except as part of the contract with successful Proposer. Those submitting proposals should recognize KyMEA is a public body and, as a public body, KyMEA is subject to the disclosure requirements of Kentucky's public records law and must abide by those public record laws. Neither party shall be liable for disclosures required by law.

5. **Proprietary/Confidential Information:** A proposal may include data that the respondent does not want disclosed to the public or used by KyMEA for any purpose other than the proposed evaluation. Proprietary data should be specifically identified as such on every page where the same may be contained. KyMEA or its designated representatives, including staff, board members and consultants, solely for the purpose of evaluating the proposal, will use such information. In such case, reasonable care will be exercised so that data identified as confidential will not be disclosed or used without the respondent's permission, except to the extent provided in a resulting contract or to the extent required by law. This restriction does not limit KyMEA's right to use or disclose any data contained in the proposal if such data are obtainable from another source. In any event, KyMEA, or its employees, board, and consultants will not be liable for the accidental disclosure of such data, even if it is marked.

6. Failure to comply with any of the instructions in this RFP package may result in the proposal not being placed under consideration for bid award.

SPECIFIC INSTRUCTIONS FOR PROPOSALS

Contact Information: All correspondence and questions concerning this RFP and its attachments shall be directed in writing via mail or e-mail to the KyMEA representative listed below:

> Rob Leesman
> Vice President, Market Analytics
> Kentucky Municipal Energy Agency
> 1700 Eastpoint Parkway, Suite 220
> Louisville, KY 40223
> rleesman@kymea.org

Failure on the part of any Proposer to make a careful examination of the RFP documents or to investigate thoroughly the conditions of the RFP shall not be grounds for a declaration that the Proposer did not understand the RFP package.

From the date this RFP is advertised until a notice of recommended award, notice of rejection of all proposals or other notice is made, Proposers are required to confine all communication related to this RFP exclusively to the KyMEA representative listed above and any other representatives designated by that person. Unless authorized in advance, no contact related to the RFP, will be permitted between a Proposer, its employees, representatives, or affiliates and any board member, officer, official, director, employee, representative or staff of KyMEA or any of the municipals that are, or are considering becoming, Members of KyMEA. Any unauthorized contact will be the basis for disqualification of the Proposer from further consideration.

All questions regarding this RFP, technical or otherwise, should be submitted electronically by e-mail and shall be received by KyMEA by 2:00 p.m. EDT on August 31, 2018.

Only responses provided electronically by KyMEA will be considered official. A verbal response by KyMEA will not be considered an official response. Responses to questions determined by KyMEA, at its sole discretion, to be applicable to the RFP process in general and all published addenda will be provided to all persons who request the RFP and to potential Proposers to whom this RFP has been distributed by KyMEA.

If discussions pertaining to the revision of the specifications or quantities are held with any potential Proposer, all other potential Proposers shall be afforded an opportunity to take part in such discussions. A Request for Proposals based on revised specifications or quantities shall then be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of the lowest evaluated bid price determined by applying the factors set forth in the Request for Proposals.

After receipt of proposals, KyMEA intends to request any clarification deemed necessary and then perform screening and other analyses to identify those proposals that are deemed reasonably susceptible of being selected for award. Further discussions and, if appropriate, negotiations will then be initiated with a Proposer(s) deemed reasonably susceptible of being selected for award with the goal that contract terms can be finalized and contracts executed within 45 days after submission of proposals.

Information to be submitted: Proposals must include, but need not be limited to, the following information:

1. Sufficient information and detail shall be submitted with the proposal to permit KyMEA's full understanding of the proposal offered. Description of software, hardware, and services, cutsheets, or brochures shall be provided where applicable.
2. Proposer shall include in the proposal a brief summary of the company's profile that identifies pertinent details for the desired services. Including: Company background, personnel, resumes of anticipated services team, relevant experience, and past and present client listing and references.
3. Provide a discussion of the proposed system and services. The discussion will include the value provided to KyMEA and pricing structure.
4. Proposed implementation methodology including task list, communications with KyMEA, timetable for completing tasks and delivery of services described in the Scope of Work Section of this RFP. Include schedule and due dates for providing deliverables defined herein.
5. Provide a proposed contract with standard terms, conditions and warranties.
6. Clearly delineate the Proposers expectation for equipment, information, and access to be provided by KyMEA to support the Proposers functions in performing the services requested.

Nondisclosure Agreement (NDA): Proposer(s) selected for contract negotiations will be requested to sign an NDA.

KyMEA anticipates taking reasonable steps consistent with applicable Kentucky law relating to governmental agencies and open records requests to maintain the confidentiality of proposed pricing and other commercially sensitive information provided by Proposers, including, upon request of a Proposer, entering into a non-disclosure agreement (NDA) acceptable to KyMEA. The form of an acceptable NDA is attached hereto as Exhibit A.

Proposal Evaluation: KyMEA will review all proposals for completeness and adherence to the requirements of this RFP. All proposals will be reviewed based upon the criteria contained in the "Evaluation Criteria" section of this RFP. Proposers must have the necessary experience,

organization of team, technical competence, and financial capability to fulfill the terms and conditions of the contract to provide KyMEA with the appropriate information and disclosures to complete its evaluation of the proposal. KyMEA reserves the sole right to determine the sufficiency of the experience and qualifications of all Proposers and to select the proposal based on the evaluation factors to enter into a final contract.

Acceptance and Disqualification of Proposals: KyMEA reserves the right to accept the proposal(s) that, in its sole judgment, best meet the needs and objectives of KyMEA and its Members, to reject any and all proposals, and to waive irregularities and formalities in any proposal that is submitted.

Without limiting the generality of the foregoing, KyMEA may accept or reject proposals that are incomplete or irregular, omit any item that the RFP requires, or do not include timely submittal of all required RFP information.

Proposal Commitment: Proposer must hold its proposal provisions firm for a minimum of 90 days after the date the proposal is submitted to KyMEA.

Evaluation Criteria: The evaluation of proposals submitted in response to this RFP will consider the impact of a proposal on KyMEA's operational efficiency and total cost to acquire, store, display, manage, and transmit electric meter data for the purpose of managing and planning its energy portfolio and power supply for its members.

Consistent with the above, the factors to be considered in the evaluation are the following:

1. Degree to which the proposed solution meets the requirements under "Scope of Work"
2. Maturity and performance of the software in similar applications
3. Perceived quality, feature set completeness, and flexibility to sustain daily operations
4. Service, support, and training offerings
5. Recommendations by other current users
6. Lifecycle costs detailed in the quotation, i.e. initial and recurring charges

KyMEA reserves the unilateral right to make all decisions and judgments as to the assessment of all proposals, the appropriate assumptions to be used in the analyses, and the weight to be given to each factor.

This RFP will be conducted under the provisions of the Kentucky Model Procurement Code, specifically Kentucky Revised Statutes 45A.370 titled Competitive Negotiation. Written or oral discussions will be conducted with the Proposers whose proposals are determined in writing by

KyMEA or its consultants to be reasonably susceptible of being selected for award based on qualifications and the evaluation factors provided in the RFP.

Any award granted hereunder is subject to KyMEA's successful negotiation of any remaining unresolved terms to be included in a service agreement with a responsible Proposer in order to achieve the best and most advantageous terms and conditions for KyMEA and its Members relating to software and services for meter data collection and management.

Proposer understands that KyMEA reserves the right to make an award on the basis of initial proposals without discussions, subject to the successful negotiation of a final power purchase agreement.

Nonconforming Proposals: Proposers are not precluded from submitting proposals for alternatives outside of the specific requirements of this RFP for KyMEA's potential consideration. KyMEA reserves the right, but has no obligation, to evaluate and qualify any such nonconforming proposals as it may determine, in its sole discretion, to be in its interest to consider. Any proposals not meeting the requirements of this RFP are subject to disqualification.

Other Considerations and Requirements: Consistent with KRS 45A.494, Kentucky resident preference will be a consideration in the evaluation of qualified proposals.

A duly authorized representative of the Proposer must sign all proposal documents.

Basis of Award: If an award is made, it shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to KyMEA based upon the evaluation factors set forth in the RFP and the reciprocal preference for resident bidders required by KRS 45A.494, provided, however, any award made hereunder by KyMEA shall be subject to KyMEA's successful negotiation of a final service agreement in order to achieve terms and conditions which are determined by KyMEA, in its sole discretion, to be most advantageous to KyMEA and its Members based upon the evaluation factors set forth in the RFP.

RFP Award and Implementation Schedule

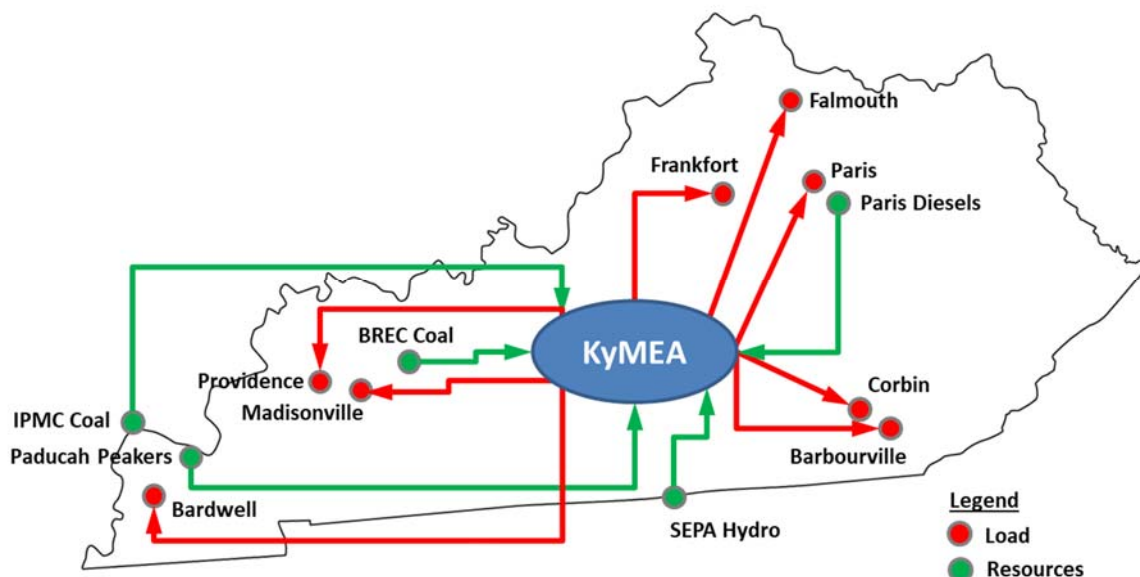Presented below is the anticipated schedule of completion dates for the RFP Award and Implementation Process:

Release RFP	August 24, 2018
Questions or Requests for Clarification Deadline	August 31, 2018
Proposal Submittal Deadline	September 14, 2018
Determination of Proposer(s)	September 28, 2018
Negotiations Completed and Contract Awarded	October 5, 2018
Start-Up and Implementation	4th Quarter, 2018
Shadow Settlements utilizing meter data	1st Quarter, 2019
Go Live	May 1, 2019

Background

Kentucky Municipal Energy Agency (KyMEA), formed in September 2015, will provide electric power to KyMEA member municipal electric systems beginning May 1, 2019.

- KyMEA currently has eight (8) all requirements ("AR") members. The AR members are required to purchase all their energy and capacity from KyMEA.
    - Barbourville
    - Bardwell
    - Corbin
    - Falmouth
    - Frankfort
    - Paris
    - Providence
    - Madisonville
- In addition, KyMEA has two (2) transmission service members. KyMEA obtains transmission services for these members to serve load at members' delivery points.
    - Benham
    - Berea
- KyMEA is required to meter all delivery points, initially twenty-two (22), at the designated transmission system points of interconnection (POI).
- KyMEA is responsible for the data acquisition, maintenance, telecommunication system, and servers in the meter data system (MDS).
- KyMEA will contract with an energy service provider (a.k.a. energy management partner) who will be a collaborative partner for strategy, planning, forecasting and other market related activities. This partner shall be provided the meter data via a secure link with the MDS.

KyMEA AR Members and Resources

Scope of Work

1   Overview

KyMEA is seeking proposals for a meter data system (MDS) to provide acquisition, storage, custom display, and sharing of meter data. This data will be used in the 24/7 operation of managing energy supply for KyMEA members; servers will be located at the Market Analytics Center (MAC) in Louisville, KY.
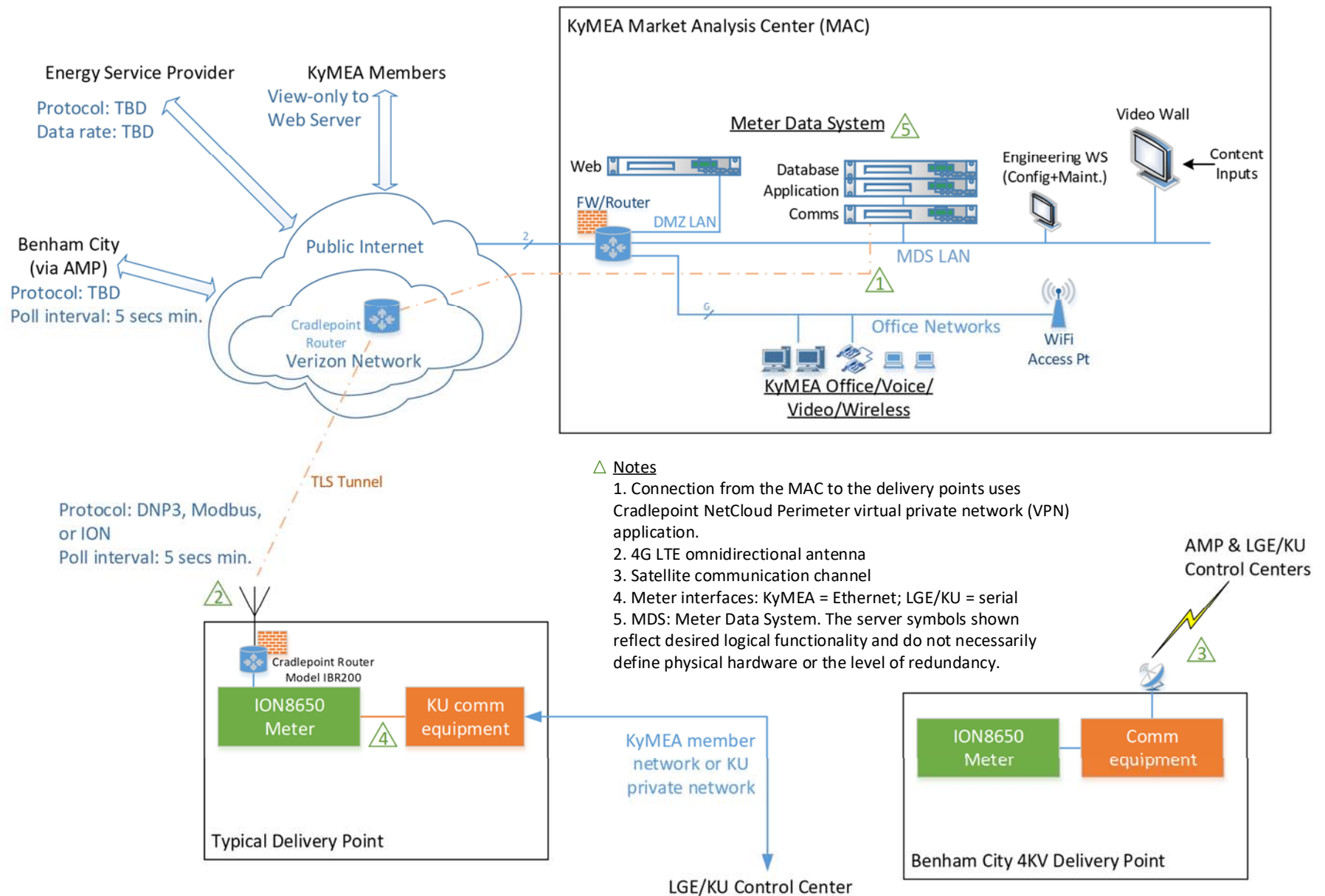
Communication to the meters will be over one or more private internet protocol (IP) networks with endpoints located at member sites around Kentucky. Initially, there are 22 POIs using Schneider Electric ION8650 meters. The MDS must be capable of adding more endpoints in the future as well as supporting the required data protocols.

The servers at the MAC will acquire the meter data, store it in a database, and display the data via vendor standard and KyMEA custom displays on workstations and the MAC video wall. Individual member information shall be accessible and displayed via an HTTP (Web) server on a separate DMZ network.

The MDS will provide the ability to transfer continuous meter data to an energy service provider (ESP) located elsewhere via a secure Internet channel and an open, industry standard data protocol.

Startup and commissioning of the MDS may require on-site services from the selected Vendor. If these services are required, the Vendor will work closely with KyMEA and its engineering firm to integrate all components and document the as-built system.

The following illustrates the overall conceptual design of the system:

KyMEA Market Analysis Center (MAC)

Energy Service Provider
Protocol: TBD
Data rate: TBD

KyMEA Members
View-only to
Web Server

Benham City
(via AMP)
Protocol: TBD
Poll interval: 5 secs min.

Public Internet

Cradlepoint
Router
Verizon Network

Meter Data System △5

Video Wall

Web
Database
Application
Comms

Engineering WS
(Config+Maint.)

Content
Inputs

FW/Router
DMZ LAN
MDS LAN

△1

2

6

Office Networks

WiFi
Access Pt

KyMEA Office/Voice/
Video/Wireless

TLS Tunnel

Protocol: DNP3, Modbus,
or ION
Poll interval: 5 secs min.

△2

Cradlepoint Router
Model IBR200

ION8650
Meter

KU comm
equipment

△4

Typical Delivery Point

KyMEA member
network or KU
private network

LGE/KU Control Center

△ Notes
1. Connection from the MAC to the delivery points uses
Cradlepoint NetCloud Perimeter virtual private network (VPN)
application.
2. 4G LTE omnidirectional antenna
3. Satellite communication channel
4. Meter interfaces: KyMEA = Ethernet; LGE/KU = serial
5. MDS: Meter Data System. The server symbols shown
reflect desired logical functionality and do not necessarily
define physical hardware or the level of redundancy.

AMP & LGE/KU
Control Centers

△3

ION8650
Meter

Comm
equipment

Benham City 4KV Delivery Point

2   Items to be Supplied

The Vendor shall supply the following:

1. Software to meet the functional requirements of the MDS. If the software is installed from a remote repository (downloadable), the Vendor shall provide either backup installation media or a detailed procedure for producing approved backup installation media.
2. Applicable software licenses with documentation.
3. Product documentation.
4. Applicable support services and training courses.
5. Server requirements (hardware, operating system, third-party software) for all nodes – application, database, and communications servers as applicable.
6. (Optional) Startup and commissioning services.
7. (Optional) Server hardware, operating system, and database software.

3   Functional Requirements

The Meter Data System (MDS) is a software system running on multiple servers to acquire, store, display, and share electric meter information.

3.1   Platform

1. Hardware: x86-64
2. Operating System: Microsoft Server 2016
3. Database: Microsoft SQL Server, SQL Server Express, or equivalent
4. Application, database, and communication servers will reside on a private network. The Web server shall reside on a DMZ network provided by KyMEA.
5. MDS shall be capable of running on industry standard hypervisors such as Hyper-V and VMWare.

3.2   Data acquisition

1. MDS shall acquire meter data via the following channels:
    a. Direct to ION8650 meters using one of the following protocols: DNP3/IP, Modbus/TCP, or ION protocol. Communications shall be over a private TCP/IP network provided by KyMEA.
    b. Via an Inter-Control Center Protocol (ICCP or IEC 60870-6/TASE.2) interface to the American Municipal Power (AMP) control center. Communications shall be over the public Internet and virtual private network (VPN) via the KyMEA firewall/router. IP addressing, firewall setup, and bilateral tables to be provided by KyMEA. If Vendor's software cannot provide this protocol natively, Vendor shall provide and describe a means for interfacing to a separate ICCP communication application. *[Note – KyMEA is examining alternative protocols for this item]*
2. The typical data map from the meters/ICCP virtual device will be as follows. MDS shall provide the means to modify the points list as needed.
    a. Analog input points (signed, 32-bit integer): MW, MVAR, VAN, VBN, VCN
    b. Counter points (unsigned, 32-bit integer): MWH DEL, MWH REC, MWH NET, MVARH DEL, MVARH REC, MVARH NET
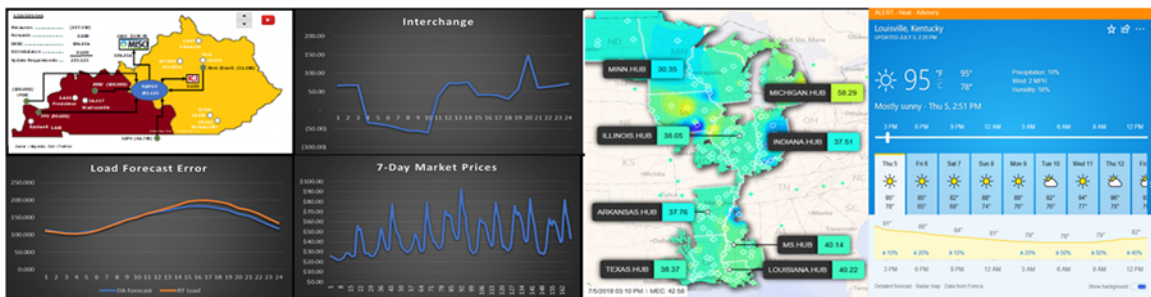   c. Status: up to 8 independent status points to be defined

3. MDS shall support, at minimum, configuration of the meter polling interval in the range of 2 seconds to 5 minutes. KyMEA shall specify the interval during commissioning.
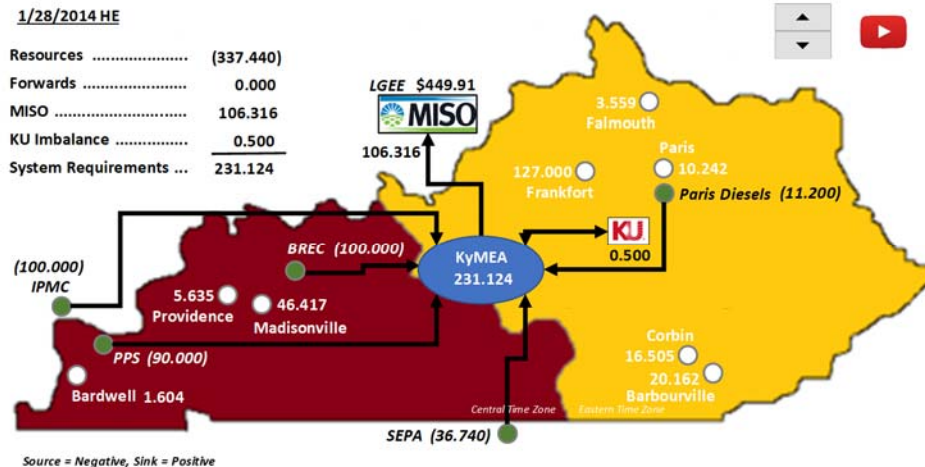
3.3 Data Storage

1. MDS shall store the meter data and any calculated points in a Microsoft SQL (or equivalent) relational database at the data acquisition interval specified by KyMEA.
2. Vendor shall either supply the required database software (as an optional component) or specify the version to be installed by KyMEA.
3. Vendor shall specify the amount of disk storage required to support:
    a. If applicable, any MDS system configuration tables
    b. Historical meter data storage at the minimum acquisition interval for a period of 2 years.
4. Vendor shall supply recommendations on database maintenance and backup to ensure continuous, 24/7 operations.

3.4 Internal Data Display

1. MDS shall support graphical and tabular displays on local network client workstations and on the MAC video wall. The displays shall be fully customizable with the tools included in the software.
2. All meter data available via the communication channel and data protocol shall be available for use on the displays.
3. There shall be no licensing limit to the number or type of custom displays.
4. MDS shall support trending graphs of all running and historical data points.
5. MDS shall support calculations on the meter data, e.g. aggregated loads for KyMEA and each member, energy usage over a defined period.
6. MDS shall support the creation of custom reports from the historical data. Vendor shall provide a list of included, pre-built reports as well as those included with the optional services.
7. MDS shall support configurable alarms on meter events with the capability of text or email notifications.
8. The following are examples of displays that may be implemented:

3.5 Web-based Data Display

1. MDS shall include a web (HTTP/HTTPS) server for KyMEA member access. The data will be read-only with each user only allowed access to data from their POI meters and any displays that KyMEA specifies for all users.
2. The web server shall support member user accounts with each identified by a unique username and password. Administration of the accounts and assignment of displays and data shall be managed from the internal engineering workstation.
3. The web displays shall be customizable by KyMEA with the tools included in the software. Vendor shall supply a list of supported web browsers with required versions.
4. All meter data available via the communication channel and data protocol shall be available for use on the web displays.
5. There shall be no licensing limit to the number or type of web displays.
6. The web server shall support similar display types to the ones used internally, i.e. trending charts, tabular, and custom graphical displays.
7. The web server shall support running reports built by KyMEA from the historical data.

3.6 Data Interface with Energy Service Provider (ESP)

1. MDS shall provide a TCP/IP interface for transferring meter data to KyMEA's selected ESP. The interface can be any of the following protocols and shall function as a data server:
   a. DNP3/IP (Outstation)
   b. ICCP (IEC 60870-6/TASE.2) Server
   c. OPC DA Server
2. Communications shall be over the public Internet and virtual private network (VPN) via the KyMEA firewall/router. IP addressing, firewall setup, and data/tags/bilateral tables to be provided by KyMEA.
3. The ESP interface shall provide all of the meter data points/tags (approximately 176 initially) acquired from the ION meters and be capable of being expanded to support at least 500 points/tags.
4. The point/tag list and other communication channel parameters, e.g. IP address/port, timeouts, point/tag properties, shall be fully configurable.

3.7 Configuration and Maintenance

1. MDS shall support configuration and maintenance from a separate engineering workstation and/or server on the network.
2. MDS shall support multiple user access and authentication levels from administrator (full access) to operator (limited access). Users shall be identified by username and password.
3. MDS shall support multiple user access and authentication for the web server.
4. MDS shall support configuration of all components including, but not limited to:
   a. Historical database
   b. Graphical and tabular displays
   c. Alarms and events
   d. Communication channel parameters and data point lists
   e. Custom reports
   f. User management on the application, database, and web servers.
5. Vendor shall clearly call out any required configuration or setup programs that must be licensed or acquired separately including those with recurring maintenance charges.

4 Services, Support, and Training

1. (Optional) Vendor shall provide on-site startup and commissioning services in collaboration with KyMEA and its engineering firm to:
   a. Install and configure all Vendor supplied software according to Vendor best practices and methodologies. Vendor shall describe these services in their proposal.
   b. Setup application user and administrator accounts on all servers with input from KyMEA.
   c. Configure the communication service to acquire data from all meter endpoints.
   d. Configure the database as required by the Vendor software and to store the meter data on a schedule as directed by KyMEA.
   e. Configure or build custom internal and web displays as directed by KyMEA. Vendor shall provide up to 5 custom displays for KyMEA and 3 web templates that can show an individual member's data.
   f. Configure or build custom reports up to 5 for KyMEA and 3 per member.
   g. Configure data transfer between the application/database functions of MDS and the web server. Enable web server for remote access.
   h. If supplied by the Vendor, configure the data application/service for the ESP interface.
   i. If supplied by the Vendor, configure the data application/service for acquisition of meter data from AMP.
2. KyMEA and/or its engineering firm will perform the following tasks in support of the startup and commissioning effort:
   a. KyMEA will setup operating system accounts per Vendor recommendations.
   b. Configure MDS communication channels on the KyMEA network and supply the necessary networking equipment, IP addresses, and firewall configuration.
   c. Provide specifications, drawings, and point/tag lists for each of the desired displays (internal and web-based), reports, and for all of the data acquisition and ESP interfaces.
   d. Configure and commission all components not supplied by the Vendor.

3. Vendor shall provide complete documentation of the supplied system components including:
    a. Published user guides, installation manuals, application notes, etc. on the delivered versions of the software. These can be in the form of URL links and do not need to necessarily be printed copies.
    b. A method for informing KyMEA when new versions of the documentation become available.
    c. (Optional) As-built documentation of the supplied software configuration and all customizations when system startup and commissioning is complete. This shall be in a common electronic format.
    d. Updates to the documentation when a new version is installed.
4. Vendor shall provide product and application support for all items supplied including:
    a. Web-based help, FAQs, and problem/troubleshooting notes
    b. Direct phone and/or email during normal M-F business hours
    c. Remote access to the MDS when enabled by KyMEA for troubleshooting issues, performing complex upgrades, or performance monitoring.
    d. Pricing options: 2 years standard and 2 years extended support
    e. (Optional) 24/7 help desk support
    f. (Optional) on-site support
5. Vendor shall provide product updates for a period of 2 years after initial commissioning.
6. Vendor shall provide training courses for MDS system components.
    a. Basic system orientation, as-built setup and configuration, operation, safety, and normal day-to-day operation training shall be included as part of the on-site startup and commissioning work.
    b. (Optional) Additional recommended courses to facilitate advanced operation and maintenance of the system shall be included in the quotation.

5   Options

The following items should be priced as optional equipment/services:

1. Server hardware with preinstalled OS and software.
2. Microsoft SQL Server or equivalent.
3. On-site startup and commissioning services; as-built documentation.
4. Support agreement levels starting with the plan included with the software purchase up to the highest recommended plan.
5. Additional software applications that would provide value to KyMEA, e.g. load forecasting, weather data integration, power and natural gas data feeds, etc.
6. Advanced training courses.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (this "Agreement"), dated _____, 2018, is entered into between Kentucky Municipal Energy Agency with offices at 1700 Eastpoint Parkway, Suite 220, Louisville, Kentucky 40223 ("Receiving Party") and _____ with offices at _____ ("Disclosing Party"), collectively referred to as the ("Parties").

Background Statement

Receiving Party has had or desires to have confidential discussions with Disclosing Party in connection with the evaluation of proposed transactions between Disclosing Party and Receiving Party proposed by Disclosing Party in response to the Request for Proposals for Meter Data System from Receiving Party dated August 24, 2018 ("Proposed Transactions"). The Parties acknowledge that Receiving Party will be receiving, reviewing, and analyzing information with respect to Proposed Transactions that is confidential, proprietary, or otherwise commercially sensitive and not publicly available. Receiving Party and Disclosing Party have entered into this Agreement to establish terms and conditions applicable to the exchange of Confidential Information in connection with the Proposed Transactions.

Agreement

1.   Non-disclosure of Confidential Information. Confidential Information will be kept strictly confidential by Receiving Party. Confidential Information may, however, be disclosed by Receiving Party to its directors, officers, members, employees, attorneys, consultants and financial advisors (collectively, "Representatives"), but only if such Representatives (i) need to know the Confidential Information in connection with Receiving Party's evaluation of Proposed Transactions, and (ii) agree to be bound by the terms of this Agreement. Receiving Party shall not disclose the Confidential Information to any person other than as expressly permitted by this Agreement and shall safeguard the Confidential Information from unauthorized disclosure. Receiving Party shall use the Confidential Information solely for the purpose of evaluating Proposed Transactions and for no other purpose. Receiving Party shall be liable for any breach of this Agreement by any of its Representatives.

2.   Notice Preceding Required Disclosure. If Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, open meeting requirements, civil investigative demand, regulatory proceedings, stock exchange rules, or other applicable rules or regulations or similar process) to disclose any Confidential Information, Receiving Party shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt

of an express waiver under this Agreement, Receiving Party or its Representatives are, in the opinion of legal counsel, required to disclose the Confidential Information, Receiving Party or its Representatives may disclose only such of the Confidential Information to the party requiring disclosure as, in the opinion of legal counsel, is required by applicable law, rule or regulation and, in connection with such disclosure, Receiving Party and its Representatives shall use commercially reasonable efforts to obtain confidential treatment for such portion of the Confidential Information as is disclosed. Disclosure in accordance with this paragraph that is legally required to be made is not a violation of this Agreement.

3.   Definition of "Confidential Information". As used in this Agreement, "Confidential Information" means any and all information that is furnished, before or after the date hereof, to Receiving Party or its Representatives by Disclosing Party or otherwise that relates to or concerns Proposed Transactions or the Disclosing Party and its affiliates, and is designated as confidential by the Disclosing Party. Any such information furnished to Receiving Party or its Representatives by a director, officer, employee, member, partner, lender, consultant, agent, or other representative of Disclosing Party will be deemed furnished by Disclosing Party for the purpose of this Agreement. Notwithstanding the foregoing, the following does not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes publicly available other than as a result of a disclosure by Receiving Party in breach of this Agreement; (ii) information that was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information that becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source, to Receiving Party's knowledge, is neither subject to any prohibition against transmitting the information to Receiving Party nor bound by a confidentiality agreement with Disclosing Party; and (iv) information that is independently developed by Receiving Party without use of or reference to Confidential Information.

4.   Return of Information. Confidential Information will remain the property of Disclosing Party. Upon request of the Disclosing Party, Confidential Information, and any copies thereof, will be returned to Disclosing Party or destroyed within fifteen days of receipt of the request. Unless otherwise agreed to by the Parties, the Receiving Party or its Representatives may retain one record copy for their files. Any Confidential Information so retained shall remain subject to this Agreement without regard to Section 7 hereof.

5.   No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

6.   Remedies. Because money damages may not be a sufficient remedy for a breach of this Agreement by Receiving Party or its Representatives, Disclosing Party shall be entitled to seek specific performance and injunctive relief as remedies for any such breach or threatened breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this

Agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available to Disclosing Party at law or in equity.

7. Term. Except as otherwise provided in Section 4, this Agreement shall terminate on the date that is two (2) years from the date first written above.

8. No Representations or Warranties. Neither Disclosing Party nor any of its Representatives is making any representation or warranty as to the accuracy, validity or completeness of Confidential Information and Disclosing Party shall not be liable to Receiving Party or any other party as a result of the use of Confidential Information.

9. No Assignment; Successors. Receiving Party may not assign all or any part of this Agreement without Disclosing Party's prior written consent. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

10. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. EACH OF THE PARTIES HERETO AGREES THAT (A) ANY LEGAL ACTION BROUGHT HEREUNDER SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED WITHIN KENTUCKY AND (B) ANY RIGHT OF THE UNDERSIGNED TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT IS WAIVED.

11. Entire Agreement; Headings. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed via facsimile transmission and may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

12. Savings Clause. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

To evidence their acceptance of this Agreement, the Parties' respective authorized representatives have signed below effective as of the date first specified above.

DISCLOSING PARTY

KENTUCKY MUNICIPAL ENERGY AGENCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____