

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

REQUEST FOR PROPOSALS

for

Guaranteed Energy Savings Contracts

**Addendum #1**

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School District Name: Price Contract

School District Address: KEDC

Project: Guaranteed Energy Savings Performance Contract

RFP Post Date: June 21, 2018

RFP Due Date: ~~August 1, 2018, 2:00 PM Eastern~~  
August 15, 2018, 2:00 PM Eastern

Contact Name: Sam Atkins

Contact Title: Chief Development Officer

Contact Address: 904 Rose Road Ashland, KY 41102

Contact Phone: (606) 928-0205

Contact Email: sam.atkins@kedc.org

**Table of Contents**

1. ANNOUNCEMENT ..... 3

2. INSTRUCTIONS TO RESPONDENTS..... 3

3. PROJECT DESCRIPTION..... 3

4. TENTATIVE PROJECT SCHEDULE..... 7

10. PROPOSAL SELECTION ..... 7

**VENDOR INFORMATION & CERTIFICATION..... 9**

1. ANNOUNCEMENT

- 1.4 An authorized representative of KEDC will receive sealed proposals until 2:00 PM Eastern on ~~August 1, 2018~~ August 15, 2018 at the following address:

KEDC  
904 Rose Rd.  
Ashland, KY 41102-7104  
Phone: (606) 928-0205

**Proposals received after the date and time set for the opening will not be accepted. Proposals received after the time designated will not be opened by KPC.** KPC and the Board of Directors cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. (Please note that FED EX does not guarantee delivery time to KPC/KEDC because they classify KEDC as being in a rural area.)

2. INSTRUCTIONS TO RESPONDENTS

2.8 Pre-qualification:

- A. Physical Facilities - RESPONDENT must have the warehouse facilities required to safely and securely store the products required by these specifications **if appropriate**. KEDC reserves the right to pre-qualify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment.
- B. Financial Capacity - The potential bidder shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.

3. PROJECT DESCRIPTION

3.3 General Conditions:

KPC does not discriminate on the basis of religion, sex, race, national origin, age, ancestry, creed, color, political affiliation, membership in the National Guard, state defense force or any reserve component of the United States military or state military forces, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability or handicap or other bases prohibited under state or federal law.

- ~~3.2.1~~ **3.3.1** This solicitation is to assist KPC in the selection of a qualified individual or organization (RESPONDENT) to provide services as described herein.

- ~~3.2.2~~ **3.3.2** RESPONDENT shall submit their responses on the forms and in the manner specified and shall respond to each specification.
- ~~3.2.3~~ **3.3.3** KPC reserves the right to amend the contents of this solicitation. The intent of such amendments is directed toward finding the best solution available at the associated cost. If it becomes necessary to amend any part of this specification, an addendum will be provided to all parties on the distribution list. Each addendum will be numbered (i.e. Addendum #). RESPONDENT's shall acknowledge receipt of said addendums in their response.
- ~~3.2.4~~ **3.3.4** If additional data is necessary to provide clarification of provisions in this solicitation, a supplement will be provided to all parties on the distribution list. Each supplement will be numbered (i.e. Supplement #). RESPONDENT's shall acknowledge receipt of said supplements in their response.
- ~~3.2.5~~ **3.3.5** Responses should be prepared simply and economically, providing a straightforward and concise explanation of the RESPONDENT's capabilities that will satisfy the identified requirements.
- ~~3.2.6~~ **3.3.6** RESPONDENT may include additional information and data that is believed to be helpful to KPC in the evaluation of the services identified herein as an appendix to the response.
- ~~3.2.7~~ **3.3.7** All costs for preparing and submitting responses are entirely the responsibility of the RESPONDENT and will not be chargeable in any manner to KPC.
- ~~3.2.8~~ **3.3.8** KPC reserves the right to accept, negotiate changes to, or reject any or all responses or portions thereof, and to accept any responses or portions thereof that may be the most advantageous, and reserves the right to waive technicalities.
- ~~3.2.9~~ **3.3.9** Any RESPONDENT that contacts any member of KPC's staff, Board or other member of the selection team, other than the designated contact or with the consent of the designated contact, with the intent to influence selection decisions, will be disqualified from further consideration.
- ~~3.2.10~~ **3.3.10** Questions and Interpretations
- A. Refer questions concerning this solicitation to the contact person identified on the cover page. Any request for clarification or interpretation of provisions of this solicitation must be received at least three (3) business days prior to the proposal due date identified on the cover.
- B. Responses to the questions may result in a supplement or addenda. All supplements and addenda so issued shall become part of the specifications.

- C. RESPONDENT's shall carefully examine the contents of this solicitation and any subsequent addenda or supplements. Failure to do so shall not relieve RESPONDENT of the obligation to fulfill the terms therein identified.
- D. KPC shall be not be responsible for oral interpretations given by any KPC employee, representative or other individual; including KPC's contact person. The issuance of a written addendum or supplement is the only official method whereby interpretations, clarifications or additional information can be given that would change the terms and conditions of this solicitation.

~~3.2.11~~ **3.3.11** Quality Control

- A. RESPONDENT shall note any deviations or exceptions from the specifications on the submitted response. If proposing an alternative other than specified, it must be clearly labeled as such. KEDC may, at its discretion, accept or reject any or all deviations or exceptions proposed.
- B. RESPONDENT's shall specifically identify any requirement, term or condition, whether contained in the main body of the RFP or an Addendum, Exhibit or Supplement, with which the RESPONDENT'S takes exception in the "Exceptions" section of the RESPONDENT'S proposal. If the RESPONDENT does not specifically identify such exception in this section of their proposal, it will be assumed that the RESPONDENT accepts and agrees to all of these requirements, terms and conditions.

~~3.2.12~~ **3.3.12** Responses to Solicitation

All Proposals shall be submitted to:

KEDC  
904 Rose Rd.  
Ashland, KY 41102

- A. It is the responsibility of the respondent to ensure that Proposal arrive to the specified location by the deadline.
- B. Proposals will be opened and recorded. The opening and recording shall be conducted in a meeting open to the public.
- C. An individual with authority to the bind the RESPONDENT must sign the Proposal.
- D. RESPONDENT shall submit the following documents / information in their Proposal:
  - 1. Proposal in the format and containing the information as specified within this RFP including all Exhibits, Supplement and Addenda. Five (5) copies of the Proposal shall be submitted. Additionally, a copy of the proposal must be provided on a portable USB memory device.

2. Acknowledgement of receipt of all Exhibits, Supplements and Addenda.
3. Any and all exceptions to Requirements, Terms or Conditions shall be specifically identified in writing in the Exceptions section of the Proposal.

~~3.2.13~~ **3.3.13** Anti-collusion Clause

- A. During the preparation and submission to this solicitation, RESPONDENT's are prohibited from directly or indirectly entering into any combination or arrangement with any person, firm or corporation, or entering into any agreement, or participate in any collusion, or otherwise take any action in the restraint of free competitive bidding in violation of the SHERMAN ACT (15 U.S.C. Section 1).
- B. In responding to the solicitation, RESPONDENT certifies that their Proposal is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce.
- C. In responding to the solicitation, RESPONDENT certifies that no person acting for, or employed by, KPC has an interest in, or is concerned with, this Proposal and that no person or persons, firm or corporation other than the RESPONDENT, have an interest in this Proposal.
- D. The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A).

~~3.2.14~~ **3.3.14** Proprietary Information

- A. RESPONDENT is advised that most records and documents in the possession of KPC may be subject to access by the public. Trade secrets or proprietary information submitted in response to this solicitation will be protected by KPC to the extent permitted by law; however, KPC prefers that proprietary information not be included in the Proposal nor in any appendix to the Proposal.
- B. RESPONDENT must provide a statement that identifies any data or other material that is requested to be protected and the reasons why protection is necessary. Such trade secrets or proprietary information should be submitted in a separate, sealed, envelope clearly marked PROPRIETARY.
- C. A statement by RESPONDENT that the entire Proposal is proprietary cannot be honored and will result in the removal of the Proposal from further consideration. References may be made within the body of the Proposal to proprietary information; however all information contained within the body of the Proposal, not under separate cover and labeled proprietary, shall be deemed a public record.

D. If a request is made for access to information that has been identified as Proprietary, the Representative will notify the affected RESPONDENT of the request and the RESPONDENT must either revoke this Proprietary status in writing to allow public access or pay all costs associated with defending the Proprietary nature of this information, including all of KPC'S labor.

- ~~3.2.15~~ **3.3.15** I certify on behalf of myself, the company and its key employees that I, the company, or its key employees have not been proposed for debarment, debarred, or suspended by KPC, the Commonwealth of Kentucky, or any Federal Agency and are not listed on the Excluded Parties List System provided by the United States Government General Services Administration at [www.epls.gov](http://www.epls.gov).
- ~~3.2.16~~ **3.3.16** The public schools who KPC serves are exempt from federal and state excise and sales taxes **for direct purchases**. All prices **for direct purchases** quoted shall reflect the tax-exempt status. Tax exemptions certificates, if required, will be provided upon request after an award if made by a member school district.
- ~~3.2.17~~ **3.3.17** Acceptance of a preferred proposal and inclusion in KPC price contract does not constitute an order. Orders shall only be made following issuance of a purchaser order or a signed contract from the member school districts.
- ~~3.2.18~~ **3.3.18** All terms and conditions specified in response to this solicitation shall remain effective for a period of not less than 90 days following the Due Date shown on the cover page.

#### 4. TENTATIVE PROJECT SCHEDULE

The following process and timeline will be used to select preferred energy services provider(s) for a price contract:

- A. Issuance of RFP June 19, 2018
- B. Due Date of Proposal ~~August 1, 2018~~ **August 15, 2018**
- C. Optional Oral Interviews and Selection of Provider ~~August 2018 – TBD~~ **September 2018**
- D. Notification of Selection to Provider ~~August 2018 – TBD~~ **September 2018**
- E. Final Price Contract Selection(s) ~~August 2018 – TBD~~ **September 2018**

#### 10. PROPOSAL SELECTION

##### 10.1 Proposal Selection Process

- a. After the review of the proposals and interviews with the finalists, the KEDC Board or its designee may accept one or more contracts based on the needs of KPC
- b. The KEDC Board or its designee will utilize a Best Value methodology as described in the Proposal Selection Criteria section of this RFP.
- c. KPC anticipates selecting the RESPONDENT(S) with the Best Value Proposal by ~~July 2018~~ **September 2018**.



**VENDOR INFORMATION & CERTIFICATION**

**Addendum #1**

COMPANY: \_\_\_\_\_

Representative: \_\_\_\_\_

email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Payment Address: \_\_\_\_\_

I have read the specifications and I understand the content and my firm's obligations with regard to providing the specified services and products. I hereby submit the attached proposal. The prices being submitted shall be binding on our firm until 90 days from the date proposals are due, or until I am notified that I am not a successful vendor, whichever comes first. If my firm is awarded a contract as a result of the quoted prices, or subsequently negotiated prices, I guarantee that the prices shall be the maximum amount that my firm may charge for the products identified.

I certify that I have the authority to sign this proposal and bind my firm to the prices specified and the obligations associated with the award of all or any part of the items so specified.

I acknowledge receipt of \_\_\_\_ supplements.

I acknowledge receipt of \_\_\_\_ addendum.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date