



REQUEST FOR PROPOSAL

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.: RFP – 0171	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date: May 26, 2017	KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM
Purchasing Officer: Vickie Dillon	PROCUREMENT TO PAYMENT SERVICES DEPARTMENT
Phone: No phone calls	RFP #0171
Email: Vickie.Dillon@kctcs.edu	300 North Main St.
Schedule Name: Building Automation Software System	Versailles, KY 40383

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: JUNE 19, 2017, 4:00 PM EST

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all offerors have been concluded and a contract awarded to the responsible offeror submitting the proposal determined in writing to be the most advantageous to the KCTCS, price and the evaluation factors set forth in the advertisement and solicitations for proposals considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The KCTCS reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. The contents of the successful proposal shall become part of any contract awarded.

NOTICE

1. Any agreement or collusion among offerors or prospective offerors which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to RFP at a fixed price or to refrain from offering, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

AUTHENTICATION OF RFP AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal;
4. That the offeror is legally entitled to enter into contracts with the Kentucky Community & Technical College System, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a offeror will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

BAS SERVICE PROVIDER REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The BAS Service Provider by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the KCTCS by the successful BAS Service Provider prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The BAS Service Provider, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b), that prohibits the maintaining of segregated facilities.

RFP'S MAY ALSO BE VIEWED AT OUR WEBSITE: http://systemoffice.kctcs.edu/Vendor_Information.

All RFPs and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website or you may request a copy be mailed to you by contacting the Department of Procurement to Payment Services at 859-256-3483.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signator's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

Company Name

Address

City, State, Zip

Phone Number

Authorized Signature

Date

Typed or Printed Name

Title

Email Address

1. KCTCS OVERVIEW

The Kentucky and Community Technical College System, the largest institution of higher education in the Commonwealth, is comprised of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve more than 87,000 students and 5,300 businesses each year in credit programs leading to certificate, diploma, and associate degrees, pre-baccalaureate education for transfer to four-year institutions, and non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities.

Key areas of emphasis include increased access to postsecondary education and educational attainment, community and economic development, workforce education and training, adult education and literacy, agriculture and rural development, nursing and allied health professions, emerging technologies and high-growth high-wage occupations, online education, global partnerships and international education, firefighter and emergency medical professions, and homeland security education and training. For more information consult our website: www.kctcs.edu.

2. STATEMENT OF INTENT AND PURPOSE

- A. The Kentucky Community and Technical College System (KCTCS) is issuing this Request for Proposal to invite qualified and responsible firms to provide administration of the KCTCS Building Automation System as the Master Systems Integrator for various Kentucky Community and Technical College System (KCTCS - hereinafter referred to as the Owner) buildings. This action generally covers enterprise version control, troubleshooting requests, graphics maintenance, programming, and associated BAS Software management services outlined in the table below for the various listed buildings.
- B. The intent of this contract for KCTCS is to:
 - 1) Improve quality and integrity of building automation system operation, maintenance, and CEMCS data collection and transfer
 - 2) Improve cybersecurity of the enterprise level networks
 - 3) Hire and maintain expert programming and troubleshooting skills for the Vykon Niagara Enterprise
 - 4) Maintain consistent flow of high quality data from Niagara into the Commonwealth Energy Management and Control System CEMCS compliant with the Owners Requirements
 - 5) Provide, maintain, streamline, and modernize a common set of standards to be deployed across the entire KCTCS Niagara enterprise system
- C. In parallel, KCTCS has initiated a significant restructuring of the building automation systems across KCTCS colleges to implement a new enterprise model, create standardization and uniformity, and

vastly improve network security. The system architecture is built around Tridium Niagara software and associated tools.

D. The buildings included in this project currently include: **See Archibus Attachment**

- 1) KCTCS System Office
- 2) Bluegrass Community and Technical College campuses
- 3) West Kentucky Community and Technical College campuses
- 4) Owensboro Community and Technical College campuses
- 5) Madisonville Community College campuses
- 6) Ashland Community and Technical College campuses
- 7) Jefferson Community and Technical College campuses
- 8) Elizabethtown Community and Technical College campuses

Partially involved campuses:

- 9) Hopkinsville Community College campuses
- 10) South Central Community and Technical College campuses
- 11) Hazard Community and Technical College campuses
- 12) Southeast Community and Technical College campuses
- 13) Maysville Community and Technical College campuses
- 14) Big Sandy Community and Technical College campuses
- 15) Gateway Community and Technical College campuses
- 16) Henderson Community College campuses

E. At the time of this RFP, there are:

- 1) 1 Master Web Supervisor
- 2) 8 College Servers
- 3) Ashland Community and Technical College – 10 JACE's
- 4) Bluegrass Community and Technical College – 22 JACE's
- 5) Madisonville Community College – 8 JACE's
- 6) Owensboro Community and Technical College – 16 JACE's
- 7) System Office – 5 JACE's

- 8) West Kentucky Community and Technical College – 14 JACE’s
- 9) Jefferson Community and Technical College – 20 JACE’s
- 10) Elizabethtown Community and Technical College – 5 JACE’s
- F. Additional buildings and associated JACE’s are being added through New Construction projects as well as ongoing BAS Implementation.
- G. KCTCS will make training available after the contract is awarded. This training will be provided by the current vendor and developer of the new Tridium environment. The training will be available for 4-6 weeks and will not exceed 200 hours. The training will be mutually scheduled so as to provide maximum benefit and knowledge transfer. The goal of the training is not to teach Tridium basics but to teach the rigors of making data available and useful for the CEMCS export from Tridium. Additional topics may include standard objects, standard naming, and logistics for troubleshooting for campus personnel and BAS vendors.
- H. The types of services required within this project are: **See also Project Requirements Attachment**

Project Management	Meetings- schedules and minutes
	User Operating Guide Updates
Software Support	Master Web Supervisor Performance Checks
	College Server Performance Checks
	Maintenance Service On-call
	Master Web Supervisor Version Control and Upgrades
	College Server Version Control and Upgrade
	JACE Version Control and Upgrades
	Software patches and updates
	Audit Log Maintenance
CEMCS System Management	Data Transfer Maintenance
	Troubleshooting calls
On-going BAS College User Support	Operator Troubleshooting Calls
	Providing first line support for Service Contractor Troubleshooting Calls
	Providing first line support for Controls Vendor Troubleshooting Calls
	Operator Training/Retraining
	Service Contractor Training/Retraining
	JACE Reviews/Status checks
	Scheduled off site back up of system
	Cyber security plan for system
	User/role maintenance
	Credential control
	Graphics Customization / Troubleshooting
	Hot/Cold Call Troubleshooting

	Root Cause Analysis
College Level BAS Emergency Support	JACE Management
Service Contractor Follow-Up	JACE Reviews/Status checks
	CEMCS Standards Compliance Reviews
IT Coordination	Server/JACE Version sync
	IP Address Organization
KCTCS Standard Object Management	Standard Object Updates and Edits
	JAR File Distribution and Provisioning
	Graphics creation and maintenance
	Wire Sheet creation and maintenance
	Operator Feedback Work Sessions
BAS Reporting	JACE Connectivity Tracking and Reporting
	JACE Device Tracking and Reporting
Additional	Assistance defining controls vendor intermediate programming/linking to the Standard Object
	Providing direction and/or tuning of Standard Object points (extensions, parameters, etc.)
	Integration and point verification of Standard Object points with multiple and varied controls vendors
	Integration and point verification of custom points with multiple and varied controls vendors
	Assistance in defining the requirements of site specific custom points
	Custom sequence programming at the JACE level where requested by the Owner
	Custom device integration at the JACE level where requested by the Owner
	Support of integrated device replacement and downloading/uploading efforts at the JACE level

- I. The vendor may partner with various qualified parties for some specialized services but are solely responsible for contractual results. Partners/subcontractors must be identified in the RFP response. KCTCS maintains the right to approve any subcontracts submitted.

3. OPTIONAL SERVICES

- A. The BAS Management firm may be asked to provide additional ad hoc services related to troubleshooting and resolution of operating issues from building level controllers into the JACE.
- B. The BAS Management firm may be asked to provide recommendations for improvements to and/or standardization of Sequences of Operation.
- C. The BAS Management firm may be asked to provide automation software coding standards related to the implementation of approved Sequences of Operation.

- D. The BAS Management firm may be asked to provide graphics enhancements to the BAS front end and distribute system-wide. Any improvements must retain the operational requirements established by the BAS Operating Guidelines.

4. EVALUATION OF PROPOSALS

- A. Contract award will be made by the office of KCTCS Procurement to Payment Services after evaluation by the committee selected solely for this purpose. Please prepare your offer addressing each of the criteria listed in order of relative importance. Number the sections of your response to relate to these criteria. Proposals will be evaluated using a predetermined method to ascertain which proposer best meets the needs of KCTCS. The evaluation will be based on:
1. The proposals quality and responsiveness in clearly stating the understanding of the work to be performed.
 2. The proven experience provided for that of the proposer's controls technicians, Integration Specialists and other supporting personnel
 3. The proven experience provided relating to BAS Enterprise.
 4. The proven qualifications of the BAS service provider's employees.
 5. The Proposer's experience and expertise in successfully providing similar services, as outlined in the Scope of Services, specifically the Proposer's experience with successfully providing similar services state and system wide.
 6. Project Price
 - a) Itemized hours submission is required for approval by Owner in all above related work package instances prior to proceeding.
 - b) Pricing Block (hours are for RFP pricing only and are not implied spending)
 - c) 700 hours of trouble calls from the field; two-step process that includes initial response and follow-up to determine root cause and permanent fix (if different from initial action).
 - d) 500 hours of programming (can include wire sheets, JAR Files, JACE to MWS, troubleshooting and integration of multiple manufacturer level one controllers)
 - e) 500 hours of sequence logic review and programming
 - f) 200 hours creating standard objects
 - g) 200 hours of Niagara system maintenance (versioning, audits, communication protocols)

5. SCHEDULE OF EVENTS

Issue date of RFP	May 26, 2017
Deadline for Written Questions	June 7, 2017

RFP Due Date**June 19; 4:00PM Eastern Time**

Offeror Presentations

*To be Scheduled if needed

If an oral interview session is scheduled, it will be held at the KCTCS System Office, Versailles, Kentucky. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal.

6. MANDATORY PRE-SUBMISSION MEETING

None.

7. SUBMISSION OF OFFER

Tridium Programming and a Service Provider desiring to respond to this Request for Proposal should submit one (1) original (clearly marked) with live signature, one (1) CD of the written proposal, and five (5) copies of their response. Sealed proposals will be received in the offices of the Procurement to Payment Services, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383, **until 4:00 p.m. EST on June 19, 2017**. Each proposal will be stamped with the time and date of receipt. Any proposal received after 4:00 p.m. will not be considered for an award of a contract. In accordance with KRS 45A.085, there will be no public opening. However, after contract award, the solicitation file will become a public record.

8. RESULTING CONTRACT

The resulting contract between KCTCS and the Tridium Service Provider shall consist of (1) the Request for Proposal (RFP) and any addenda thereto, and (2) the BAS Service Provider's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the BAS Service Provider, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the BAS Service Provider's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

9. ADDITIONAL RELATED PRODUCTS OR SERVICES

- A. KCTCS reserves the right to add additional related services based on the original offer. Upon mutual consent of KCTCS and the BAS Service Provider on pricing, performance, etc., said additional services may be added to the contract.
- B. Extension to Other Institutions

The BAS Service Provider should be willing to extend the provision of services under the resulting contract to any other public institution of higher education of the Commonwealth of Kentucky. Such extension will be under terms and conditions substantially the same as those in the resulting contract

except that pricing will be negotiated based on then current rates for the specific level of services required.

10. ENTIRE AGREEMENT

The resulting contract will represent the entire agreement between the parties with respect to the subject matter thereof and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contracts. A record of formal contract negotiations between the contractual parties will be prepared by KCTCS and will become a permanent part of the contract file.

11. TERM OF CONTRACT

The contract resulting from this solicitation shall be for a period of one year (1) with the option to extend the contract for five (5) additional one (1) year periods. Renewal is not guaranteed, but may be executed by mutual agreement.

12. BASIS OF PRICE REVISIONS

A. PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this Solicitation shall be firm for the contract period subject to the following:

1. Price Increases: A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry-wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase is justified. KCTCS may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by KCTCS. Notice of withdrawal must be provided forty-five (45) days prior to the effective date.
2. Price Decreases: The contract price shall be reduced to reflect any industry-wide price decreases. The contract holder is required to furnish KCTCS with any price decreases as soon as such decreases are available.
3. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

13. TERMINATION

A. Resulting Contracts awarded from this RFP may be terminated in the event that both KCTCS and the BAS Service Provider deem that it is in the best interest of both parties to do so. In that case, a

termination date will be set that will be mutually agreeable to the KCTCS and the BAS Service Provider.

- B. The contracts resulting from this RFP shall be subject to the following termination provisions: for default, non performance; BAS Service Provider bankruptcy; and otherwise as specifically provided by the contract.

14. CANCELLATION

KCTCS reserves the right to cancel any resulting contract, without cause, by giving written notice to the BAS Service Provider no later than 30 calendar days before the proposed cancellation date. Notice of intent to cancel shall be made by certified mail.

15. NINETY-DAY PROBATIONARY PERIOD

The successful BAS Service Provider will be given 90 days from the date of award of contract, to meet and adhere to all terms, specifications and conditions of this contract. Failure to meet the outlined criteria will be cause for cancellation.

16. CANCELLATION CLAUSE

This contract shall be cancelable during its life for mal-performance, non-performance, substitution of commodity or other failure to comply on the part of the BAS Service Provider. In event of such action being necessitated, the contract shall be null and void upon receipt of written notice from the KCTCS Procurement to Payment Services Department. Non-performance shall include, but not be limited to, sleeping while on duty, tardiness, improper security standards as set forth by a contract, loss of KCTCS keys or badges or other actions that negatively impact the security of the KCTCS building, grounds, personnel, etc. Ongoing or continual instances of non-performance shall be cause for immediate cancellation of contract.

17. ADDENDA/EXPLANATIONS

- A. Unless it is demonstrated that an adequate response cannot be developed with the data provided in this RFP, KCTCS will not provide additional data based on request from individual respondents. Proposals should be based on the data contained in this RFP. If KCTCS decides to distribute additional information, it will be distributed to all Offerors who received the initial RFP or who have subsequently requested one. Receipt of an amendment to the solicitation by an Offeror must be acknowledged by signing and returning the amendment or by letter. Such acknowledgement must be received prior to the hour and date specified for receipt of offers.
- B. Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach potential Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning the solicitation will be furnished to all prospective Offerors as an amendment of the solicitation if such information is necessary to Offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed Offerors. KCTCS reserves the right

to require verification or clarification of data and information presented in the Offeror's proposal. In the event any item, requirement, term or condition of this RFP is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective Offeror to inquire as to intent, or to state the exception in writing.

Questions may be submitted in writing to:

Vickie Dillon
Procurement to Payment Services
Kentucky Community and Technical College System
300 North Main St.
Versailles, KY 40383

Questions may be transmitted via email at Vickie.Dillon@kctcs.edu, no later than JUNE 7, 2017. Questions will not be answered via the phone.

Proposals will not be accepted via fax or email.

- C. Any "addenda" issued by KCTCS Procurement to Payment Services prior to the time for receiving proposals shall be covered in the proposal and in closing a contract they shall become a part thereof. Such "addenda" shall be acknowledged in the proposal. No interpretation or change in this Request for Proposal shall be binding except when such change is duly issued by Addendum to RFP by KCTCS Procurement to Payment Services.

18. AUDIT

The KCTCS reserves the right to audit the BAS Service Provider relative to its ability to perform the required services.

19. METHOD OF AWARD

KCTCS may award a contract to that responsive and responsible Offeror whose proposal, conforming to this solicitation, will be the most advantageous to KCTCS based on the criteria as shown in the Evaluation of Proposal section. Final determination shall be the responsibility of KCTCS. Only those proposals received which reflect a comprehensive appreciation of the requested services to KCTCS and offer a realistic solution that will benefit KCTCS will be considered for award of a contract. An award of a contract shall be made by KCTCS to the Offeror(s) who offers the best proposal and with whom negotiations result in a contract package of greatest benefit to KCTCS based upon evaluation methods contained herein.

20. REJECTION OF PROPOSALS

- A. KCTCS reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals for good cause. Grounds for the rejection of a proposal include, but shall not be limited to:
1. Failure of a proposal to conform to the essential requirements of the solicitation.

2. A proposal imposing conditions that would modify the terms and conditions of the solicitation, or limit the BAS Service Provider's liability to KCTCS on the contract awarded on the basis of such solicitation.
 3. Failure of the Offeror to sign the required documents.
 4. Any proposal determined by KCTCS to be unreasonable as to price.
 5. Proposals received that are determined to be from Offerors who are not qualified.
- B. Technicalities or minor irregularities in a Offeror's proposal may be waived, when KCTCS determines that it will be in the their best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this RFP and having no or a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Offerors. KCTCS may either give an Offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to KCTCS to do so.

21. INDEMNITY

The BAS Service Provider shall hold harmless and indemnify KCTCS against all claims, suits, actions, costs, counsel fees, expenses, damages, and judgment in decrees by reason of persons or property being damaged or injured by the BAS Service Provider during the term of the contract, whether by negligence or otherwise.

22. GOVERNING LAW

Resulting contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KCTCS regarding this RFP or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

23. LABOR LAW INFORMATION

Kentucky Prevailing Wage Rates are not applicable to this project.

24. GENERAL TERMS AND CONDITIONS SOLICITATIONS AND CONTRACTS

The General Conditions and Instructions for Solicitations and Contracts, hereby incorporated by reference, shall be an integral part of this solicitation and resulting contract. The General Terms and Conditions are not repeated in each Solicitation. Therefore, it is the offeror's responsibility to access the General Terms and Conditions at the KCTCS Website: <http://www.kctcs.edu>, or request a copy by contacting KCTCS Procurement to Payment Services, 859-246-3325. By submitting a proposal to KCTCS an Offeror agrees to these conditions.

25. PREPARATION OF PROPOSALS

- A. Offeror is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Offeror's risk.
- B. Offeror will furnish the information required by this RFP. The Offeror will sign the RFP cover page and print or type name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his or her authority unless such evidence has been previously furnished to the issuing office. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror.
- C. The proposal should be prepared simply and economically, providing a straightforward concise description of the BAS Service Provider's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be bound in single volume where practical. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.
- D. Any proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky will be rejected.

26. COST OF PREPARING PROPOSALS

Costs of developing the proposals are solely the responsibility of the BAS Service Provider. KCTCS will provide no reimbursement for such costs.

Select respondents may be asked to provide an in-person presentation. Costs for travel and delivery of these presentations are solely the responsibility of the selected vendors.

27. PROPOSAL INSTRUCTIONS

- A. A complete proposal will consist of the following:
 - 1. Firm Background – Provide a general overview of the Firm's organization and operating structure. Include a narrative history of the organization; organizational mission, values, strategies and targeted customers. Focus on points of differentiation that will make the organization a better fit for KCTCS than competitors.
 - 2. Related Experience – Provide a comprehensive project description demonstrating the Firm's familiarity with this project, the tasks listed, and successful experience performing the requirements of this RFP. Provide reference contact information for each project listed.
 - 3. Requirements – Provide a *detailed description of how each of the requirements will be met.*
 - 4. Staffing – Resumes of Project Team – Provide resumes and related experience of firm employees that will be available to work on the project. Include pertinent licensures and

certifications, background information, specifically skills, projected role, and client experience. Additionally, discuss how the staff will be organized to effectively manage the KCTCS business, including typical procedures for providing back-up and redundancy of key resources. Include point of contact information for individuals who will be assigned to this project and operating in the following capacities; project manager, application engineer, integration specialist, technician. Provide a matrix detailing all key personal assigned to the project. This matrix shall detail individuals, their roles, assigned responsibilities, and contact info.

5. Processes – Provide detailed information about operating procedures related to the KCTCS requirements, describing how services will be offered and high levels of quality service will be maintained. If the prime contractor is including a partner(s)/ subcontractor(s) as part of their proposal, the proposal should include a description of how the parties will work together.

28. BUILDING AUTOMATION SYSTEM SERVICE PROVIDER'S QUALIFICATIONS

- A. KCTCS will consider proposals from qualified Firms who are capable of meeting the terms and conditions stated herein. The Firm must be ordinarily engaged in the business of providing these services and have sufficient experience, financial and human resources to provide the services specified in this proposal.

The Firm shall provide the following credentials/experience:

1. Certified Niagara AX, N4 Technicians (5 years) and Integration Specialists (dedicated programmers) with experience integrating devices from varied controls manufacturers and protocols (such as Lon, BACnet MS/TP, BACnet IP, Modbus RTU, Modbus TCP/IP) (5 years)
2. Business affiliation with Niagara (5 years)
3. Programmers with Niagara experience (5years) as well as extensive experience with integration and operational of multiple level one control manufacturers (Allerton, Trane, Siemens, Johnson and Barber Coleman) as well as third party equipment integrations (primary equipment manufacturers such as Multistack, Fulton, Trane, Daikin, Hydrotemp, General Electric, LG, etc.)
4. Strong BAS and energy data interpretation skills (References to be provided upon request)
5. Qualifications for IT and Cyber security personnel
6. Detailed knowledge of ASHRAE standards and guidelines (55, 62.1, 90.1, 36P, etc.)
7. Ability to evaluate automation code within Niagara and various level one control manufacturers against ASHRAE standards and Kentucky building codes

8. Certified Automation Professional (CAP) a plus (as Application Engineer POC)
9. Certifications on various protocols a plus (such as the Lonmark Certified Professional (LCP), Lonmark Certified Integrator (LCI), etc., as Integration Specialist POC)
10. Agile principle certification a plus (ICAgile Certified Professional (ICP), etc., as PM POC)
11. Project Management Professional (PMP) certification a plus (as PM POC)
12. Startup technician certification on varied equipment a plus (ABB drive certified startup technician, etc., as Technician POC)

B. All firms submitting proposals must meet the following minimum qualifications:

1. Firms must be able to demonstrate the ability to provide BAS services in the Commonwealth of Kentucky. The BAS Service Provider affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.
2. The BAS Service Provider shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

29. EVALUATION OF PROPOSALS

- A. Contract award will be made by KCTCS Procurement to Payment Services after evaluation by a committee selected solely for this purpose. Proposals should be prepared addressing each of the criteria listed below. Proposals will be evaluated using a predetermined method to ascertain which offer best meets the needs of KCTCS. The successful Offeror of this selection process must provide strong evidence of its ability to meet the following evaluation criteria which are listed below in order of relative importance:
1. The proposal's quality and responsiveness in clearly stating the understanding of the work to be performed.
 2. The Proposer's ability to meet BAS Service Provider Qualifications.
 3. Qualifications of the BAS Service Provider's Employees.
 4. The Proposer's experience and expertise in successfully providing similar services, as outlined in the Scope of Services, specifically the Proposer's experience with successfully providing similar services state and system wide.

5. The Fees for the proposed services. Initially, KCTCS will evaluate pricing as a yearly cost for block pricing as shown on Page 5, Section 4 “Evaluation of Proposals”, Item 6 – Project Price

30. METHOD OF PAYMENT

Payments shall be made in twelve (12) equal monthly installments. The BAS Service Provider shall submit billing/invoices to the KCTCS Facility Support Services on the first (1st) day of each following month. Payment will be made upon receipt of acceptable documentation and agreement that work was satisfactorily performed.

31. PUBLIC INFORMATION

KCTCS is a governmental entity subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked “confidential” under this agreement shall be treated as information identified by the BAS Service Provider as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

32. PERFORMANCE BOND

The BAS Service Provider may be required to execute, within seven (7) days after receiving the Notice of Award, a performance bond or irrevocable letter of credit **in the amount of 10% of the Proposer’s total cost per year.** The bond shall be in compliance with the contract and shall incorporate by reference the terms of the Contract. The bond shall be in compliance with the laws of the Commonwealth and shall be issued by a licensed resident or non-resident agent who represents bonding companies authorized to do business in Kentucky.

33. SERVICE PERFORMANCE

- A. All services performed under this contract shall be in accordance with the terms and provisions of the contract. It will be the responsibility of KCTCS to insure that such services rendered are performed and acceptable.
- B. Major deviations of services performed will not be made without the written approval of the Procurement to Payment Services Department, KCTCS. Problems that arise under any aspect of performance should first be resolved between KCTCS Facilities Management, Director of Facilities Maintenance and the BAS Service Provider. If such problems and/or disagreements cannot be so resolved they should be referred to the Director/Associate Director of Procurement to Payment Services, KCTCS for settlement by either party in writing.

34. INSURANCE

Before the BAS Service Provider becomes entitled to any rights under this contract and prior to taking any action under this contract, BAS Service Provider shall have a certificate of Insurance for BAS Service Provider’s in-force insurance issued to the Kentucky Community & Technical College System for the following policies and limits.

Commercial General Liability*	\$2,000,000.00 Each Occurrence
-------------------------------	--------------------------------

Including: Completed Products Personal and Advertising Injury Products/Completed Operations Auto Liability* (All owned, hired and non- owned Vehicles)	\$2,000,000.00 General Aggregate \$2,000,000.00 Combined Single Limit Bodily injury, Property Damage)
Worker's Compensation	Statutory Limits – Kentucky and the state(s) of Domicile of the BAS Service Provider and any Subcontractor. The all state and voluntary compensation endorsement is to be attached to the policy.
Employers Liability	\$1,000,000.00 (each employee, each accident and Policy limit)
Dishonesty	\$500,000.00 Each Occurrence
Assault and battery endorsement for Intentional, unintentional or accidental assaults	\$2,000,000.00 Each Occurrence
Personal injury endorsement for defamation of character and other cases of abuse	\$2,000,000.00 Each Occurrence

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Worker's Compensation) shall name KCTCS, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to KCTCS before cancellation, reduction or other modification of coverage.

35. SUBCONTRACTING

No part of the operation may be subcontracted without prior approval of Kentucky Community and Technical College System, Director of Facilities Maintenance and KCTCS Procurement to Payment Services, or unless approved prior to the award of the contract.

36. CONTRACT ASSIGNMENT

The BAS Service Provider is prohibited from assigning, transferring or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of KCTCS Facilities and KCTCS Procurement to Payment Services. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

37. AUTHORIZATION TO DO BUSINESS IN KENTUCKY

A. The BAS Service Provider affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

- B. The BAS Service Provider shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

38. KENTUCKY RECIPROCAL PREFERENCE LAWS

- A. In accordance with KRS 45A.490 to 45 A.494, Kentucky Resident Bidder Status or Qualified Bidder Status, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluation proposals, KCTCS will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror.
- B. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit with support documentation affirming that it meets the criteria as set forth in the above referenced statute.

39. PERSONAL INFORMATION SECURITY

To the extent Contractor receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Contractor shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as KCTCS' and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KCTCS of a security breach relating to Personal Information in the possession of Contractor or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Contractor abides by the requirements set forth in that exception; (iv) cooperating with KCTCS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Contractor; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

Substitute W-9 Form

A completed, signed KCTCS Substitute W-9 form must be submitted with the RFP. This information must be obtained prior to award of a contract. RFP's received without a completed W-9 form may be rejected. A form has been attached for completion



Substitute W-9 Form

Substitute W-9
Revised 12/6/13

Kentucky Community and Technical College System
300 North Main Street, Versailles, KY 40383

College:	System Office - Procure to Pay		
College Contact:	Joe Mattingly	College Contact Email:	joe.mattingly@kctcs.edu
College Contact Ph:	(859) 256-3264	College Contact Fax:	(859) 256-3124

To avoid Internal Revenue Service (IRS) mandated backup withholding KCTCS is required to obtain your Taxpayer Identification Number (TIN) for reporting income paid to you or your organization. KCTCS uses a Substitute W-9 Form to obtain certification of your TIN and retains this information in its secure payee/vendor database. This form may be completed online and then printed for signature. Tab to fields and populate with your information. New Vendors must complete the entire form. Existing Vendor's may the complete shaded area of form. New and updated forms must be signed and dated.

New Vendor (complete entire form) **Changes to existing vendor**

Federal Tax ID #: (Required) _____ TIN/EIN SSN

Legal Name used for purposes of IRS reporting _____

Business Name (if different from name used for purposes of IRS reporting) _____

Does your business accept credit Cards? Yes No If yes, Visa MC Other: _____

Type of Business (Required):

- Corporation Government Entity Foreign Nonresident Individual
- Partnership Foreign Entity (other than individual) Limited Liability Company
- Non Profit/501(c) Entity U.S. Agent of Foreign Person/Entity Individual/Sole Proprietor (US Citizen)

Exempt from backup withholding

Other (Please Explain) _____

Business Classification (Required - Select only one - Does not apply to publically traded entities)

<input type="checkbox"/> Minority Business Enterprise/MBE (please choose one sub-classification at right): <i>Defined as a business at least 51% owned by one or more African-Americans, Hispanics, Native Americans, Asian Pacific Americans, Asian Indian Americans, and other groups as defined by Federal law.</i>	<input type="checkbox"/> <i>Hispanic-American</i>	<input type="checkbox"/> <i>African-American</i>
	<input type="checkbox"/> <i>Asian-American</i>	<input type="checkbox"/> <i>American Indian</i>
	<input type="checkbox"/> <i>Other (explain):</i>	
<input type="checkbox"/> Women-Owned Business Enterprise/WBE <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="checkbox"/> Disadvantaged Business Enterprise/DBE <i>Defined as a business at least 51% owned by at least one differently-abled, socially, or economically disadvantaged individual as defined by Federal law.</i>	
<input type="checkbox"/> Veteran Owned Business/VOB <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="checkbox"/> Disadvantaged Veteran Owned Business/DVOB <i>Defined as a business at least 51% owned and operated by a service veteran with a service-related disability of at least 10 percent.</i>	
<input type="checkbox"/> None of the Above	<input type="checkbox"/> Other (Explain):	

Certification

Under penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person	Date
Printed Name:	

Purchase Order		Purchase Order Information		<input type="checkbox"/> Check if remit address is same as PO address	
Preferred Method of Receiving Purchase Orders: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Check if there is a change to your Purchase order address					
Vendor Name (if different from above)					
Order to Address					
City		State		Zip	
Sales Contact Name			Email for PO		
Sales Contact Phone			Fax for PO		
<input type="checkbox"/> Purchase Address – Change to					
Remittance		Remittance Address as it appears on your invoice			
Vendor Name (if different from above)					
Remit to Address					
City		State		Zip	
Remit to Contact Name			Email		
Remit to Phone			Fax		
<input type="checkbox"/> Remit to Address – Change to					

Wherever possible we desire to replace check payments with an electronic payment (ACH - direct deposit transfer). In order to switch your payment type if already established from paper check to electronic transfer we will need your bank account information entered on this substitute W-9 form. Your email address will only be used to notify you when an electronic payment is issued, to notify you of the issuance of a purchase order, or to notify you of other official business correspondence. Your e-mail and/or banking information will not be shared or distributed outside KCTCS' Business Services Division and will be used solely for KCTCS business applications.

Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)	
Name on Bank Account:	
Bank Name (include branch name if applicable):	
Bank Routing Number (9-digit ABA #):	Bank Account Number:
Mark only one (should match information noted above): <input type="checkbox"/> Checking: <input type="checkbox"/> Savings:	
E-mail address -- Please print LEGIBLY -- Required for electronic notification of payment to your bank account.	
Mark if this is a: <input type="checkbox"/> Establishment of a new direct deposit <input type="checkbox"/> Change of existing direct deposit	
Email change only <input type="checkbox"/> New email address to where payment notification to be sent:	

I hereby authorize and request KCTCS to initiate credit entries for payment to my account. If necessary, a debit entry may be made in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error at the financial institution named. The electronic payment data remains in effect until withdrawn by written notification to KCTCS, 300 North Main Street, Versailles, KY 40383.

PRINTED NAME _____ Authorized Signature _____ Date _____