

**COMMONWEALTH OF KENTUCKY**  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

<b>APPLICATION OF SHELBY ENERGY</b>	)	
<b>COOPERATIVE, INC. FOR A CERTIFICATE</b>	)	<b>CASE NO.</b>
<b>OF PUBLIC CONVENIENCE AND</b>	)	<b>2010-00244</b>
<b>NECESSITY FOR ITS 2010 ~ 2014</b>	)	
<b>CONSTRUCTION WORK PLAN</b>	)	

RESPONSE OF:

SHELBY ENERGY COOPERATIVE, INC. ("SEC") TO THE  
"FOURTH INFORMATION REQUEST OF COMMISSION STAFF TO SEC"

FOR COMMISSION'S ORDER 2010-00244

DATED MARCH 07, 2011

FILED: MARCH 22, 2011

The Witnesses for All Response Contained Hereinafter:

Gary Grubbs, P.E. ~ SEC

Debbie Martin ~ SEC

Jason Ginn ~ SEC

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VERIFICATION

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF SHELBY )

The undersigned, **Gary Grubbs**, being duly sworn, deposes and says that he is Interim Engineer for SEC, and that he has personal knowledge of the matters set forth in the response for which he is identified as the witness, and the answers contained therein are true and correct to the best of his information, knowledge and belief.

Gary Grubbs  
Gary Grubbs

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 21 day of MARCH 2011.

(SEAL)

Mary Gay Tennell  
Notary Public

My Commission Expires:

March 28, 2014  
ID 157770

VERIFICATION

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF SHELBY )

The undersigned, **Debbie Martin**, being duly sworn, deposes and says that she is President and CEO for SEC, and that she has personal knowledge of the matters set forth in the response for which she is identified as the witness, and the answers contained therein are true and correct to the best of her information, knowledge and belief.

*Debbie Martin*  
**Debbie Martin**

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 21 day of March 2011.

(SEAL)

*Mary Kay Tennill*  
Notary Public

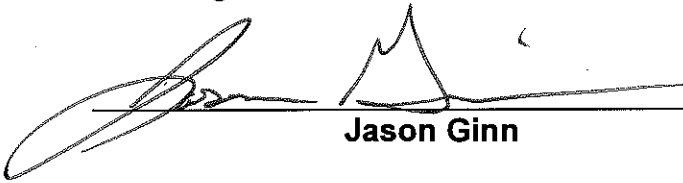
My Commission Expires:

March 28, 2014  
Certificate ID 157770

VERIFICATION

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF SHELBY )

The undersigned, **Jason Ginn**, being duly sworn, deposes and says that he is Safety and Risk Management Supervisor for SEC, and that he has personal knowledge of the matters set forth in the response for which he is identified as the witness, and the answers contained therein are true and correct to the best of his information, knowledge and belief.

  
\_\_\_\_\_  
**Jason Ginn**

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 21<sup>st</sup> day of March 2011.

(SEAL)

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

March 28 2014  
ID 157770

**SHELBY ENERGY COOPERATIVE, INC.**

**CASE NO. 2010-00244**

**Response to Commission Staff's Third Data Request  
Dated January 14, 2011**

**Question No. 1**

**Witness: Debbie Martin**

Q1. Refer to Shelby Energy's response to Item 1. c. of Commission Staff's Third Data Request which states, "[w]ithout the AMI system being installed and operational, none of the other phases for the USGI project could begin." Explain in detail why the other phases of the USGI project could not begin construction until the AMI system is installed.

A1. It was SEC's understanding that grant project-related expenses could not be incurred prior to the start date of the USGI Contract of July 1, 2010. If the equipment for the implementation phase for installation of reclosers, regulators and capacitor controls was ordered, the delivery time would have been no less than approximately 6-8 weeks from the above date. If delivered as expected, the delivery would coincide with the initial and most crucial stage of the AMI installation phase.

SEC was expecting delivery of the AMI meters when the USGI Contract was finalized on July 1, 2010; therefore resources and labor were being dedicated to preparing substations and other distribution areas as needed for the installation of the AMI system. Based on the cash outlay, capital investment, and the limited time of our staff, it was our judgment to keep priority focused on the AMI project.

The participation in the USGI project depended on having the AMI system in place. It was understood at the time of application for the USGI grant that the AMI system played an integral role in Shelby being a part of the project. Without the AMI system in, SEC could not effectively manage and measure the proposed components of the USGI project such as voltage optimization for reduction of system losses by balancing three-phase voltage and current, lower system primary voltage during peak and critical periods through conservation voltage reduction (CVR), system and customer end-use loss reduction, and reliability indices and improvements.

**SHELBY ENERGY COOPERATIVE, INC.**

**CASE NO. 2010-00244**

**Response to Commission Staff's Third Data Request  
Dated January 14, 2011**

**Question No. 2**

**Witness: Debbie Martin (A2: a & b)  
Gary Grubbs (A2: c)**

Q2. Refer to Exhibit B attached to Shelby Energy's response to Commission Staff's Third Data Request, Shelby Energy's February 22, 2010 response to the Commonwealth of Kentucky Solicitation ~ Utility Smart Grid Initiative.

a. Refer to page 2. Provide a copy of the "utility Smart Grid Initiative" request for proposals referred to in the first paragraph at the top of the page.

b. Refer to page 6.

(1) Explain whether the deadline date listed for each phase was required to be met in order to receive the \$264,000 grant or if completing the entire project by April 30, 2012 would have been sufficient to receive the grant.

(2) Could Shelby Energy have requested either a modification to each of the four phases in order to facilitate completion of the grant project or an extension of the April 30, 2012 deadline?



c. Refer to page 10.

(1) Explain in detail whether all of the items listed as “costs to support the proposed ‘SEC Smart Grid’ project” totaling \$528,000 are included within the scope of work described in the application of this case. Indicate where those items can be found in the work plan. If none of the items in the Shelby Energy Smart Grid Project are included in the scope of this work plan, explain whether or not Shelby Energy plans to undertake the projects and provide a timeline for completion of those projects. If Shelby Energy does not plan to undertake any of the projects, explain why.

(2) Explain the reason for the increase of the estimated cost of the AMI from \$2.629 million shown at the top [of] this page to the \$2.96 million shown in “Amendment 2010-1” to the work plan filed in the application.

A2. a. Refer to Exhibit A

b. (1) It was Shelby’s understanding that the deadline date listed for each phase may be adjusted as needed to accomplish the project end date of April 30, 2012.

(2) Shelby understood no modification request to the phases would have been necessary as long as the project end date of April 30, 2012 was met. Shelby was operating with the understanding that the project end date was set and participates in the USGI project must submit final reports April 30, 2012.

c. (1) Items listed as “costs to support the proposed ‘SEC Smart Grid’ project” as referenced in this question are not included within the scope of work described in the application of this case. Shelby Energy continues to

believe in the viability of the described projects and foresees completion of such in the future; a timeline has not been established but expectations would be in the 12 ~ 18 month horizon.

(2) The increase in estimated costs as shown on the D EDI proposal dated February 22<sup>nd</sup>, 2010 and the RUS CWP Amendment dated June 23<sup>rd</sup>, 2010 of \$2.629M and \$2.960 M respectfully was due to refinement of the project requirements and increases in labor, materials and equipment from the original estimates.

**SHELBY ENERGY COOPERATIVE, INC.**

**CASE NO. 2010-00244**

**Response to Commission Staff's Third Data Request  
Dated January 14, 2011**

**Question No. 3**

**Witness: Jason Ginn**

Q3. Indicate which portion of the work plan will be constructed by Shelby Energy employees, and provide the estimated hours that will be required to complete each item.

A3. SEC contracts most construction work plan ("CWP") conversions, upgrades and construction projects to approved contractors. Said projects are basically the RUS 740c 300 code projects listed in the 2010 ~ 2014 work plan totaling \$6,244,027. Such projects are completed by SEC approved contractors using unit pricing (\$ / RUS construction units). SEC is not billed for these projects hourly and as such, hours worked to complete these projects are not normally tracked.

SEC employees will be completing most of the "special equipment" type projects such as the single and three phase oil circuit recloser (OCR) projects, as well as the regulators and capacitor's installations. Below are estimated hours to be spent by SEC employees installing special equipment included in the 2010 ~ 2014 CWP:

<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED MAN HOURS</u></b>
1 PH OCR Bank	16 Man-Hours / Project
3 PH OCR Bank	32 Man-Hours / Project
3 PH Capacitor Bank	16 Man-Hours / Project
3 PH Regulator Bank	80 Man-Hours / Project

**SHELBY ENERGY COOPERATIVE, INC.**

**CASE NO. 2010-00244**

**Response to Commission Staff's Third Data Request  
Dated January 14, 2011**

**Question No. 4**

**Witness: Debbie Martin**

Q4. Refer to Exhibit D attached to Shelby Energy's response to Commission Staff's Third Data Request.

a. Explain in detail how Shelby Energy determined the number of hours required of each employee listed for both "Accelerated" and "Regular" installation of the AMI system.

b. Refer to D-1. Explain the relationship, if any, between column 9 and column 15.

c. State whether the "Accelerated" costs indicated on D-1 includes costs related to the installation of the AMI meters as well as the items for which the grant money was sought.

A4. a. For the "Regular" installation of the AMI system, the determination of the hours required was based on an estimated percentage of time each employee devoted to the AMI system during the 4-month period reflected in the exhibit. The overtime shown for the "Regular" installation was taken from overtime worked on the AMI project for the period.

For the "Accelerated" installation of the AMI system, the determination of hours required was based on the estimated hours each employee would need to work

in order to complete the AMI project in a much shorter period. Three months versus seven months is approximately 43% less time to perform the same work to complete the AMI installation project.

b. Column 9 represents the regular hours worked by each employee for the time period provide on page D-1 and column 15 is the corresponding wages for those same employees for the same time period.

c. The “ Accelerated” costs indicated on page D -1 includes costs related to the installation of the AMI system based on a shorter installation time that would have possibly permitted participation in and meeting of the USGI project end date of April 30, 2012. It doesn't include other items for which the grant money was sought.

**SHELBY ENERGY COOPERATIVE, INC.**

**CASE NO. 2010-00244**

**Response to Commission Staff's Third Data Request  
Dated January 14, 2011**

**Question No. 5**

**Witness: Debbie Martin**

- Q5. Provide Exhibits D and E in the electronic format of an Excel spreadsheet, with all formulas intact.
- A5. Exhibit D and E spreadsheets will be provided in Excel format via an upload of such into the KPSC electronic filing portal for this Case.

# **EXHIBIT A**





# Commonwealth of Kentucky SOLICITATION

**TITLE:** Utility Smart Grid Initiative

<b>DATE ISSUED</b> 2010-01-13	<b>SOLICITATION CLOSES</b> Date: 2010-02-22 Time: 16:30:00	<b>SOLICITATION NO.</b> RFP 127 1000000200
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<b>I S S U E D  B Y</b>	500 MERO ST, 12th FL CPT Donna Norton	<b>A D D R E S S  T O</b>	<b>Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.</b>
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<b>V E N D O R</b>	<b>Name:</b> <b>Address:</b> <b>City, State Zip Code:</b> <b>Phone #:</b> <b>Email Address:</b> <b>Contact Name:</b> <b>Contact Email:</b> <b>Vendor Customer (VC) #:</b>	<b>R E M I T  T O</b>	<b>Name:</b> <b>Address:</b> <b>City, State Zip Code:</b> <b>Phone #:</b> <b>Email Address:</b> <b>Contact Name:</b> <b>Contact Email:</b> <b>Vendor Customer (VC) #:</b>
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**FOR INFORMATION CALL:**

Donna Norton  
502-564-7192

**ONLINE BIDDING PROHIBITED**

Yes

**OWNERSHIP TYPE:**

Sole Proprietorship  Partnership  Corporation

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY  
FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

Signature X \_\_\_\_\_ FEIN# \_\_\_\_\_ DATE \_\_\_\_\_

*All offers subject to all terms and conditions contained in this solicitation.*

**Line Items**

**Line Group:** Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1 Utility Smart Grid Initiative

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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90628	Energy Conservation; New Energy Sources (Solar, etc.) - Arch			
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**Extended Description**

<b>B I L L  T O</b>	Energy and Enviroment Cabinet Dept for Energy Development and Independence 12th FL 500 MERO STREET CAPITAL PLAZA TOWER, 12TH FLOO FRANKFORT KY 40601 US	<b>S H I P  T O</b>	Energy and Enviroment Cabinet Dept for Energy Development and Independence 12th FL 500 MERO STREET CAPITAL PLAZA TOWER, 12TH FLOO FRANKFORT KY 40601 US
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Evaluation Criteria			
<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>
	Project Description	30	
	Demonstration Potential	15	
	Peak Load Reduction, and/or Reliability Improvement	30	
	Qualifications and Expertise	5	
	Budget	20	

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## REQUEST FOR PROPOSAL FOR

### Kentucky Department for Energy Development and Independence (DEDI) Utility Smart Grid Initiative RFP NUMBER 127 1000000200

This document constitutes a Request for Proposals for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, DEDI.

#### **I. DESCRIPTION OF SERVICES REQUIRED**

As part of the American Recovery and Reinvestment Act of 2009 (ARRA) the DEDI is seeking proposals for the purpose of awarding up to \$2,650,000 in grant funding on a competitive basis.

DEDI seeks proposals from Kentucky electric energy distributors for the deployment and demonstration of smart grid technologies. The applicants may provide electric services to the public or manage its own distribution system. The purpose of this grant is to accelerate the modernization of electric energy delivery in Kentucky. Specific goals of the grant program are to create jobs, reduce carbon dioxide emissions, enable renewable generation deployment, and reduce energy consumption. The funds will be awarded for projects with a minimum investment of \$100,000. Projects of interest include those that will:

- ✂ Increase electric transmission and distribution efficiency;
- ✂ Increase electric transmission and distribution reliability;
- ✂ Enable energy consumers to monitor and control their energy consumption;
- ✂ Integrate smart meters, energy consuming devices, and system controls enabling energy providers to reduce their peak demands and overall consumption;
- ✂ Enable the control and monitoring of distributed, low-carbon electric generation.
- ✂ Develop and implement rate structures that will encourage energy conservation and peak load shifting;

The Applicant must provide post project analysis including the projects effectiveness and the ability to transfer the concept to other Kentucky systems.

DEDI has allocated \$2,650,000 form the State Energy Program - ARRA to this Grant Program. DEDI anticipates making one to six awards distributed among differing types of qualifying projects.

The DEDI may accept or reject any or all proposals. Applications will be judged on the overall quality of the proposal, the degree to which the proposal meets the purpose of the grant and all other criteria contained in this Request for Proposal. Smart meters may be a part of a larger project, but given the level of available funding, it is not anticipated that a project solely to install

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smart meters would score favorably.

## **II. INFORMATION AND DATA REQUIRED OF EACH OFFEROR**

Offerors shall submit a signed original proposal to DEDI that includes the following information.

**Please note that an authorized agent MUST complete and sign the Solicitation form. Failure to sign shall render the bid invalid.**

**Electronic or Facsimile proposals shall not be considered.**

### 1. Required Minimum Qualifications

Briefly address each of the following items:

- a. Provide the business name, Federal Employer Identification Number (FEIN), Data Universal Numbering System (DUNS) number, address, contact person, e-mail address, and telephone number of the Offeror. If available, please also provide a website address. Businesses that don't currently have a DUNS number can obtain one by applying online at <http://fedgov.dnb.com/webform>.
- b. Provide Point of Contact. Name, address, telephone, email,
- c. This funding is only available to those entities that provide electric power transmission or distribution within the Commonwealth of Kentucky. Entities that provide transmission or distribution service to their own facilities, such as a college campus may be considered for this funding.
- d. Describe the type of business. (i.e. Electric Distribution Company)
- e. Geographical Area Served by the project (must be within Kentucky)
- f. Selected projects will be funded on a cost reimbursement basis (project costs will be reimbursed on a monthly basis after proof of payment has been approved by the DEDI). Provide information regarding the Offeror's financial capacity and capability to complete the proposed project on a cost reimbursement basis.

### 2. Period of Performance.

- a. This contract shall be effective upon filing with the Government Contract Review Committee and the initial term shall run through the end of the current biennium. The Commonwealth reserves the right to renew this contract through January 15,

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2012 upon expiration of the initial term.

### 3. Project Description.

- a. Project Narrative: Applicant shall describe the scope of the project stating how the project will accelerate the modernization of the energy delivery system.
- b. Project participants: List detailed information about key partners and vendors. State the role of each in the project.
- c. Customers or facilities served.
- d. Benefits: Provide an estimate of the below benefits and a detailed explanation of how they are expected to be achieved:
  - i. Energy savings;
  - ii. Peak Load reduction;
  - iii. Reliability gains projected and how they are achieved.
  - iv. Jobs created; and / or
  - v. Carbon dioxide reduction.
- e. Detailed Project Schedule: Provide a detailed milestones chart for the project highlighting major project components and anticipated completion dates. The milestones chart must show how all major components of the project will be completed prior to April 30, 2012.
- f. Analysis and Report of project Effectiveness: Explain how the applicant will determine the effectiveness of the project.

### 4. Budget

Please provide a detailed budget of program costs for this project. Indicate what portion of the total project cost this grant will provide and source(s) of other funding, if applicable. A match of 50% is expected. Projects requesting more than \$2,650,000 in grant funds will not be eligible for award. The total project cost can exceed \$2,650,000, but grant funds available through this RFP are limited to \$2,650,000. Preference will be given to projects documenting a higher cash or in-kind match. Budgets that take advantage of third party ownership, private tax credits, utility partnerships, or other creative alternatives will be considered. Financial data will be reviewed for cost feasibility and evaluated on the Offeror's ability to leverage public grant funds with private dollars invested in the project.

### 5. Demonstration Potential

Provide a description of how the technology demonstrated by this project can be transferred and utilized in other electric distribution or transmission systems. Describe how you would document and share those opportunities with others. The applicant will be required to demonstrate and show-case the accomplishments of this project to increase technology adoption and transfer. A case study documenting this project will be

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required from the winning applicant at project completion.

Explain how the Offeror will develop case studies to help the project serve as an example of smart grid technologies deployment. Provide detail on the number and type of case studies to be developed.

6. Jobs Created or Retained

Provide the number of estimated full and part time jobs to be created or retained due to the project, and explain how the number was derived. List each job by title and type (full or part time), specify whether the job will be a newly created job or the retention of an existing job, and identify whether the job is a “green job.” Green jobs are defined as jobs held by employees who devote a majority of their work hours to activities that boost energy efficiency, increase the supply of renewable energy, or prevent, reduce, or clean up greenhouse gas emissions. Identify the projected hourly pay and fringe benefit rates for each job.

### III. RELATIVE IMPORTANCE OF PARTICULAR QUALIFICATIONS

After determining that a proposal includes all required information and data, the DEDI will evaluate the proposal based on the following evaluation factors:

- |  |         |
|--|---------|
| 1. Required minimum qualifications Prerequisite                      |         |
| 2. Project Description   | 30 pts. |
| 3. Energy saved, Peak Load Reduction, and/or Reliability Improvement | 30 pts  |
| 4. Budget  | 20 pts. |
| 5. Demonstration Potential   | 15 pts. |
| 6. Qualifications and expertise                                      | 5 pts.  |

DEDI reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

After determining the best proposal received, the department reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the department reserves the right to proceed to the next highest rated proposal.

**Davis-Bacon Act** – To comply with provisions of the Davis-Bacon Act vendors should consult the applicable wage determinations for job classifications that might be employed in response to this solicitation. To review the latest wage determinations consult the U.S. Department of Labor's web site at <http://www.wdol.gov/dba.aspx>. Users should note that the only wage

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determinations applicable to solicitation or contract are those that have been incorporated by the contracting officer in that contract action. Any contract resulting from this solicitation will be revised to reflect the most current wage determination at that time.

**National Environmental Policy Act** – The currently approved activities for funding under this project are categorically excluded from the National Environmental Policy Act (NEPA), however a significant change in scope of the project may require NEPA review

**State Historic Preservation Office** – All retrofits of existing buildings require that the sub-recipient comply with review conditions of the State Historic Preservation Office.

**Buy American** – The Buy American provisions of the American Recovery and Reinvestment provisions apply to the construction, alteration, maintenance or repair of a public building or public work. If a determination is made that the project involves the construction, alteration, maintenance or repair of a public building or public work, then all of the iron, steel and manufactured goods used in the project must be produced in the United States unless one of the three exceptions applies and DOE issues a waiver, or a recipient can legally avail itself of the U.S.'s obligations under international agreements. For more information on Buy American applicability see [http://management.energy.gov/policy\\_guidance/1672.htm](http://management.energy.gov/policy_guidance/1672.htm).

#### **POST AWARD REPORTING REQUIREMENTS-See Appendix “A”**

#### **IV. GENERAL INFORMATION**

Offerors are advised that any personal service contract resulting from this Request for Proposals for Personal Service Contract must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective.

The Commonwealth reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

The Commonwealth reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

**Notification of Award** - To view the Award of Contract(s) and the Contractor(s) receiving the Award(s) for this Solicitation, access the **E-Procurement Directory** at <http://eprocurement.ky.gov>. The Award(s) information can be accessed by clicking on the View Awards link under the Procurement area located on the top of the center column of the E-Procurement Directory homepage. It is the vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.



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**Questions regarding this RFP** - Questions must be submitted in writing to the **DEDI** contact named in this RFP. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's E-Procurement page.

**Access to Solicitation, RFP and Addenda** - The Solicitation, the RFP and Attachments and any Addenda shall be posted to the E-Procurement Directory at <http://eprocurement.ky.gov>

***It is the vendors' responsibility to assure they have obtained copies of all information and forms.***

**Proprietary Information** – The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The **DEDI** shall not disclose any portions of the proposals prior to contract award to anyone outside the **DEDI**, the Finance and Administration Cabinet, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the DEDI shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, the Vendor shall declare the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

**Additional Requirements** – Vendors should review and comply with the general bidding requirements listed under "Laws, Policies and Procedures" and "Standard Attachments and General Terms" located on the eProcurement Web page at <https://eprocurement.ky.gov>.

#### **Certification Regarding Debarment and Suspension**

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity

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(e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

### **Contract Components and Order of Precedence**

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. The Solicitation and all attachments thereto.
4. PSC1 Personal Service Contract Clauses;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

## **V. RESPONSES**

### **Electronic or Facsimile Proposals shall not be accepted.**

Proposals submitted in response to this Request for Proposals for a Personal Service Contract must be received in hardcopy form **no later than 4:30 p.m. Eastern Standard Time on Monday, February 22, 2010.** Proposals which arrive after this date and time shall not be considered for an award of contract, unless: a) no bids are received other than the late bid; and b) the need of an agency is determined to preclude the re-solicitation of bids; and c) the offer is evaluated and found to be in the best interest of the Commonwealth.

One (1) marked Original Proposal and 4 Number of Copies shall be submitted to:

**Donna Jones  
500 Mero Street  
Capital Plaza Tower  
12<sup>th</sup> Floor  
Frankfort, KY 40601  
502-564-7192**

## **VI. RESTRICTIONS ON COMMUNICATIONS**

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The Contract Contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to:

**Paul Brooks**  
**500 Mero Street**  
**Capital Plaza Tower**  
**12th Floor**  
**Frankfort, KY 40601**  
**502-564-7192**  
**502-564-7406**  
**Paul.Brooks@ky.gov**

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any Commonwealth Staff concerning this RFP except:

- ✂ The Contract Contact cited in this RFP; or
- ✂ Via written questions submitted to the Contract Contact

***For violation of this provision, the Commonwealth shall reserve the right to reject their proposal response.***

### ITEMS THAT SHALL BE SUBMITTED WITH YOUR BID

1. **SIGNED SOLICITATION INCLUDING YOUR CORRECT ADDRESS, REMIT TO ADDRESS AND FEDERAL TAX IDENTIFICATION NUMBER.**
2. **SIGNED ADDENDUMS (IF APPLICABLE)**
3. **SIGNED AND NOTARIZED REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS (AVAILABLE AT THE FOLLOWING LINK):**  
<http://eprocurement.ky.gov/attachments.htm>

### PSC Standard Terms and Conditions

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

**Whereas**, the second party, the contractor, is available and qualified to perform such function; and

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**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**Effective Date:**

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC").

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**Renewals:**

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

**LRC Policies:**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 *et seq.*, where applicable.

**Choice of Law and Forum:**

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

**Cancellation:**

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

**Funding Out Provision:**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar day's written notice of termination of the contract.

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**Authorized to do Business in Kentucky:**

The contractor 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.

**Invoices for fees:**

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**Travel expenses, if authorized:**

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

**Other expenses, if authorized herein:**

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

- ✂ Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.
- ✂ Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.
- ✂ Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

**Purchasing and specifications:**

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

**Conflict-of-interest laws and principles:**

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The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**Campaign finance:**

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**Certification:**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". The contractor, as defined in KRS 45A.030 (9), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

**Protest**

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. **A protest or notice of other**

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**controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:**

**Jonathan Miller, Secretary**

Commonwealth of Kentucky  
Finance and Administration Cabinet  
Room 383, New Capitol Annex  
702 Capitol Avenue  
Frankfort, KY 40601  
Phone #: (502) 564-4240  
Fax #: (502) 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

**Social security: (check one)**

\_\_\_\_\_ The parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

\_\_\_\_\_ The parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**Violation of tax and employment laws:**

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the

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state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

**Discrimination:**

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase



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order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

**8. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**

### APPENDIX A

State Energy Program – Recovery Act  
Utility Smart Grid Initiative  
Reporting Requirements

The Recipient shall provide the Cabinet regular reports as specified below. All reports listed below shall be provided in Adobe Acrobat (PDF) format, unless otherwise noted. If the recipient anticipates difficulty producing this document format, it should contact the Department for Energy Development and Independence (DEDI) to make other arrangements. All files submitted should be clearly named as indicated below, utilizing the Document ID Number,

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which can be found at the top of the recipient MOA. The Document ID Number can be recognized by the beginning letters “PON2” or “PO2”.

Reporting periods and due dates will be as follows:

Report Type	Reporting Period	Reporting Due Date
Fiscal	Monthly: January February March April May June July August September October November December	5th of the following month: February 5th March 5th April 5th May 5th June 5th July 5th August 5th September 5th October 5th November 5th December 5th January 5th
Programmatic, Milestones, Metrics, Compliance	Quarterly: January – March April – June July – September October - December	5th of the following month: April 5th July 5th October 5th January 5th (of following year)
Special Status	As needed and define below	As soon as possible after special event
Annual	Year ending June 30	July 15th
Closeout	At project closeout	At time of final invoice

**A. REGULAR REPORTS**

Not later than five (5) calendar days after the end of each reporting period, each recipient shall submit fiscal, programmatic status, milestones, and metrics reports to DEDI as described in the sections below. DEDI may amend the format for preparing and submitting the reports as needed and will supply the recipient with necessary guidance. Failure to comply with this reporting requirement may result in termination of that part of the award funded under the American Recovery and Reinvestment Act of 2009 (ARRA).

Fiscal Reports

The following fiscal documents will be submitted on a monthly basis:

1. Monthly invoices for all funds expended, indicating:

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- a. Current monthly expenditures
- b. Cumulative expenditures to date
2. Backup documentation for each invoice. Examples:
  - a. Personnel – payroll spreadsheet showing time worked within the invoice period. Spreadsheet shall contain salary information, name of employee or some identifiable number, percent of time applied to grant along with the number of hours and fringe benefits per person.
  - b. Fringe – include in payroll spreadsheet.
  - c. Travel – travel voucher (state agencies may use the eMARS travel voucher) or invoices showing airfare, hotel expenses, etc. Mileage will be paid based on rate established through a travel policy by the recipient. If no rate has been established, the recipient may use the state or Federal mileage rate.
  - d. Equipment – receipt marked paid (an invoice shall be submitted after equipment is paid for).
  - e. Supplies – receipt marked paid (an invoice shall be submitted after supplies are paid for).
  - f. Contractual – invoice and documentation that item has been paid (recipient shall verify invoice).
  - g. Construction – invoices, receipts marked paid and any other documents that properly verify expenses.
  - h. Indirect costs -- will be verified not to exceed the allowable rate established in the MOA.
1. Funds Obligated: Provide summary of all funds obligated, including the following information:
  - a. Amount of funds obligated
  - b. Who funds are obligated to
  - c. Services to be provided
2. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required, break out by DEDI share, recipient share, and total costs to clearly

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indicate leveraged funds.

3. Final invoice: The final invoices should be clearly marked as “FINAL INVOICE” to indicate that all funds that will be expended have been expended. This is important to ensure project closeout.
4. Program outlays: Program outlay is the total expense incurred by the recipient regardless of whether or not the recipient has invoiced or received reimbursement for the expense.

### Other information:

1. Invoice amounts should be summarized by budget category. If the recipient is not certain of what category to use for a particular expense, it should contact its DEDI Program Manager for assistance.
  - a. Personnel – staff salaries only for the recipient entity
  - b. Fringe Benefits – an approved fringe benefit, e.g. FICA, retirement, health or life insurance, or other rate or rate calculation approved by DEDI.
  - c. Travel – airfare, vehicle mileage, rental, lodging, and food related to travel for professional conferences, DOE- or DEDI-sponsored meetings, project management meetings, etc.
  - d. Equipment – any item with an acquisition cost of greater than \$5,000 and a useful life expectancy of more than one year.
  - e. Supplies – any item with an acquisition cost of \$1,000 or less and a useful life expectancy of less than one year.
  - f. Contractual – includes all costs related to sub-recipients, vendors, contractors, or consultants supplying products or services used to support the recipient’s project
  - g. Construction – all types of work done on a particular building, including erecting, altering, or remodeling
  - h. Other – direct cost items required for the project which do not fit clearly into other categories, and are not included in the indirect pool for which the indirect rate is being applied to this project. Examples are meeting costs, postage, couriers or express mail, telephone/fax costs, printing costs, etc.
  - i. Total Indirect – a federally approved indirect rate agreement, or proposed rate supported and agreed upon by DEDI for estimating purposes is required if reimbursement of indirect costs is requested

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2. In the event the recipient incurs no expenses for a given month, the recipient will need to submit an invoice for zero dollars or provide a “notice of no expenses” for that month.
3. All invoices should indicate the Document ID Number, which can be found at the top of the recipient MOA. The Document ID Number can be recognized by the beginning letters “PON2” or “PO2”. All invoices from vendors must include the vendor DUNS # and/or the vendor headquarters zip code.
4. Invoices should be provided in the format specified by DEDI
5. Accurate records should be kept on project expenditures for all ARRA-funded efforts for a period of at least three (3) years from the grant close-out date. Prior to submitting the first invoice, the recipient will need to provide information to DEDI on the accounting system to be used including the account numbers. The recipient will need to provide assurances and document that separate accounts are provided for all ARRA-related funds to ensure ARRA funds are not co-mingled with other funds.
6. Recipients and sub-recipients must be able to identify the specific products or services that are purchased using ARRA funds.
7. Where to Submit: Invoices may be submitted via email or as hard copy as follows:

Email to [Energy.Grants@ky.gov](mailto:Energy.Grants@ky.gov)

Hard copy mail:

Recovery Act Grant Invoices  
Department for Energy Development and Independence  
500 Mero St., 12th Floor CPT  
Frankfort, KY 40601  
Phone: 502-564-7192

### Programmatic Status Reports

A programmatic status report shall be submitted as an electronic file on a quarterly basis. Additionally, DEDI may require programmatic reports on a monthly basis, if needed. The following detailed list of all activities for which ARRA Pub. L. 111-5, covered funds were expended or obligated shall be submitted including:

1. Introductory Information
  - a. DOE Award number and name of grant recipient
  - b. Name of project or activity

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- c. Project director or principal investigator
- d. Date of report and period covered by the report
2. Remarks (problems, issues variances from plan)
  - a. Schedule Status. List milestones, anticipated completion dates and actual completion dates. The recipient may use its own project management system to supplement this information. Provide a comparison of the actual accomplishments with the milestones established for the period and explanation for any variations.
  - b. Any changes in approach or aims and reasons for change. Significant changes to the objectives and scope require prior approval by the DEDI program manager and/or U.S. DOE.
  - c. Actual or anticipated problems or delays and actions taken or planned to resolve them.
  - d. Any absence or changes of key personnel or changes in consortium/teaming arrangement, e.g. recipient primary contact, budget/fiscal manager, program manager.
3. Accomplishments, publicity, news
  - a. A discussion of what was accomplished during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the recipient Primary Contact for further information
  - b. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
    - 1) Web site or other Internet sites that reflect the results of this project.
    - 2) Networks or collaborations fostered.
    - 3) Technologies/Techniques.
    - 4) Inventions/Patent Applications.
    - 5) Publications (list journal name, volume, issue); conference papers; or other public releases of results. Upload copies of public releases to the reporting web site.

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- 6) Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
  - 7) Infrastructure investments made, purpose, total cost, rationale of agency for funding infrastructure investment, name of agency contact.
4. Format: Uploaded files should be named using the following convention:  
DocID#-DDMMYY-PROGRAM.pdf
5. Where to Submit: The recipient will upload and submit all report documents online at a web address to be provided by DEDI.

Milestone Report

An agreed upon set of milestones shall be reported on a quarterly basis to DEDI in a form as specified by the agency. DEDI will provide guidance as needed.

Project Milestone Status	
Milestones	Planned (number)
1	
2	
3	
4	

Format: All components of the milestones data report shall be completed using the on-line reporting forms as specified by DEDI.

Where to Submit: The recipient will upload and submit all report documents online at a web address to be provided by DEDI. Uploaded files should be named using the following convention: DocID#-DDMMYY-MILESTONES.pdf

Metrics Report

An agreed upon set of metrics shall be reported on a quarterly basis to DEDI. DEDI will provide guidance on its web site for answering these questions.

Compliance Reports

As a condition of receipt of funds under this Memorandum of Agreement all recipients shall provide the following on a quarterly basis. Timely reporting is essential to ensure compliance.

- 1. Recipient's DUNS number

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2. Primary place of performance of the sub-award, including city, state, and congressional district.
3. A list identifying each individual about whom the recipient has knowledge that committed a false claim as defined by the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or any other misconduct involving the use of ARRA funds, as referenced in Section 5.5 of the AGREEMENT.
4. For any vendor, subcontracts or subgrants equal to or greater than Twenty-Five Thousand Dollars (\$25,000.00):
  - a. The name of the entity receiving the subaward;
  - b. The amount of the subaward;
  - c. The transaction type;
  - d. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - e. Program source;
  - f. An award title descriptive of the purpose of each funding action;
  - g. The primary location of the subaward, including the city, state, congressional district and country; and
  - h. A unique identifier of the entity receiving the subaward and the parent entity of the Recipient, should the entity be owned by another;
5. For any vendor, subcontracts or subgrants of less than Twenty-Five Thousand Dollars (\$25,000.00) or to individuals, the information may be reported in the aggregate and requires the certification of an authorized officer of the Recipient that the information contained in the report is accurate.
6. The names and total compensation of the five (5) most highly compensated officers of the company if it received either Eighty Percent (80%) or more of its annual gross revenues in Federal awards, and Twenty-Five Million Dollars (\$25,000,000.00) or more in annual gross revenue from Federal awards
7. Any other information reasonably requested by the Commonwealth or the Cabinet or required by state or federal law or regulation.

Where to Submit: The recipient will upload and submit all report documents online at a web address to be provided by DEDI. Uploaded files should be named using the following convention: DocID#-DDMMYY-COMPLIANCE.pdf

## B. SPECIAL STATUS REPORT

The recipient must report the following events via email to [Energy.Grants@ky.gov](mailto:Energy.Grants@ky.gov) or call the DEDI Program Manager at 502-564-7192 as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DEDI to respond to questions relating to such events from the public. For example, the recipient must report any of the



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following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:

- a. Any single fatality or injuries requiring hospitalization of five or more individuals.
- b. Any significant environmental permit violation.
- c. Any verbal or written Notice of Violation of any Environmental, Safety and Health statutes or regulations.
- d. Any incident which causes a significant process or hazard control system failure.
- e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
- f. Any damage to Government-owned equipment in excess of \$50,000.
- g. Any other incident that has the potential for high visibility in the media.
- h. Immediately upon receipt of a written request made under the Kentucky Open Records Act or the federal Freedom of Information Act, the Recipient shall notify the Cabinet of the specific nature of the request and the Recipient's response to the request.

#### C. ANNUAL REPORTS

Submit annual reports not later than fifteen (15) calendar days after June 30<sup>th</sup> during each year of the grant. The annual report shall describe the status of development and implementation of the energy efficiency and conservation activities and an assessment of energy efficiency gains. The annual report shall also summarize the metrics provided.

In the final Annual Report provide a discussion of "lessons learned" from the project.

Where to Submit: The recipient will upload and submit all report documents online at a web address to be provided by DEDI. Uploaded files should be named using the following convention: DocID#-DDMMYY-ANNUAL.pdf

#### D. CLOSEOUT REPORTING

##### Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://grants.pr.doe.gov>.

#### E. JOINT OUTREACH ACTIVITIES

As partners in the development and implementation of the project, Recipient will work with

## EXHIBIT A

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EEC's program managers and Office of Communications and Public Outreach to write an appropriate news release announcing the grant, discuss possible public events surrounding the announcement, and future public events as the project is underway.

**END OF RFP**

## EXHIBIT A

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### Smart Grid RFP: Proposer Question and Response

Posted: 1/12/10

Proposer has asked about the turn-around time between RFP deadline and award notification.

A specific timeframe cannot be provided as a large number of highly technical proposals are anticipated. Their review and scoring will be thorough. The DEDI will endeavor to announce the award(s) as soon as feasible.

Paul Brooks