

REQUEST FOR PROPOSALS

DESIGN AND INSTALLATION SERVICES FOR DISTRIBUTED ENERGY PROJECT

BACKGROUND AND PURPOSE

The Henderson County Fiscal Court is requesting **Sealed Proposals** from qualified firms licensed in the Commonwealth of Kentucky to provide design and installation services for minimum of a 40,000 W-AC Distributed Energy Solar Array at our Judicial Center located at **5 N. Main Street, Henderson, KY 42420**.

The possible limits of the Judicial Center area that could be occupied by a photovoltaic system are shown on the attached **Exhibit A**. The single metering point for the complex is shown; it is not anticipated that net-metering will be available for this installation.

Response should be thorough and concise, detailing experience, personnel, and references relevant to solar panel project planning and programming, and operational expertise. Firms that have not provided ongoing PV services for a period of at least three years need not apply.

SCOPE OF WORK

The scope of work shall include, but not be limited to, the following items:

- Prepare and submit project proposals that include analysis of current power use, proposed power use, and compare existing and future electrical cost.
- For purposes of this proposal, assume the following:
 - Minimum size of installation shall be 40,000 W-AC. Minimum 25-year warranty on Solar PV modules and 5-year warranty on Inverters. Successful bidder will be responsible for system operation and maintenance for 15 year operating lease term.
 - 15-year Operating Lease Service Agreement, with monthly lease payments, and no deposit or balloon payments. Clearly note effective interest rate on Lease and all terms. System shall be turned over at no cost to the Henderson Judicial Center at the end of the Lease Term.
 - PV degradation rate at maximum of 0.45%.
 - Current estimated energy cost escalation rate not to exceed 1.5% annually.
 - Show current electric bill, estimated future electric bill, and 30-year savings analysis.
 - Provide ESS (Energy Storage System) with enough capacity to allow the solar inverters to operate for eight (8) continuous hours in the event of a grid outage. Base system size on average daily solar irradiance to be expected for the project location.

- Upon award, provide and install all equipment, including panels, inverters, energy storage system, transfer switch, conduit and wiring, transformers, switches, grounding, connectors, installation hardware, etc., required for a complete turnkey operational installation.
- Provide all engineering services to achieve interconnection to Henderson Municipal Power and Light meeting all utility standards including UL 1741 and external appropriate solar disconnect with labeling. Provide or note who will provide any necessary structural or electrical engineering to validate structural integrity to support roof top installation. Provide sufficient as built shop drawings and detailed warranty information to allow the Owner to ensure the quality of equipment to be installed with records for any future maintenance related issues or equipment replacement.
- Obtain and manage all permit and installation approvals required from any applicable code or planning agencies, including local electrical inspection. Meet all local ordinances for panel installation.
- Proposals shall include an anticipated project timeline for project completion and a proposed lease service agreement.

SELECTION PROCESS

The selection process will include an evaluation by staff of the County Judge Executive, who will make a recommendation to the Henderson Fiscal Court. It is anticipated that award of this work will be made by January 24, 2023.

Proposals, along with seven (7) copies thereof, must be received no later than 0900 on December 20, 2022 at the Henderson County Courthouse, 20 N. Main St., Henderson, KY 42420, Office of the County Judge Executive. Late, electronically submitted, or facsimile proposals will not be accepted.

Proposals will be opened in the Fiscal Courtroom, 3rd Floor, Henderson County Courthouse, at the Fiscal Court meeting scheduled to begin at 9:30 a.m. on December 20, 2022 and taken under advisement; no action will be taken on that date. All proposals will be good for 45 days.

The evaluation of proposals will take into consideration factors, including, but not limited to contractor experience, availability to perform and complete work, warranties, proposed cost savings, and demonstrated ability to provide the services required, and pricing.

Conflicts of interest, gratuities and kickbacks as defined in Kentucky Law are absolutely prohibited. The provisions of these statutes shall be noted and acknowledged by the user of this procurement document. All proposals are to be made in accordance with applicable Kentucky law.

The Henderson County Fiscal Court is an Equal Opportunity Employer. WBE/MBE firms are encouraged to respond to this Request for Proposals.

Anyone in need of any reasonable accommodation for any type of Disability in order to participate in this procurement, should Contact County Judge Executive Brad Schneider as soon as possible.

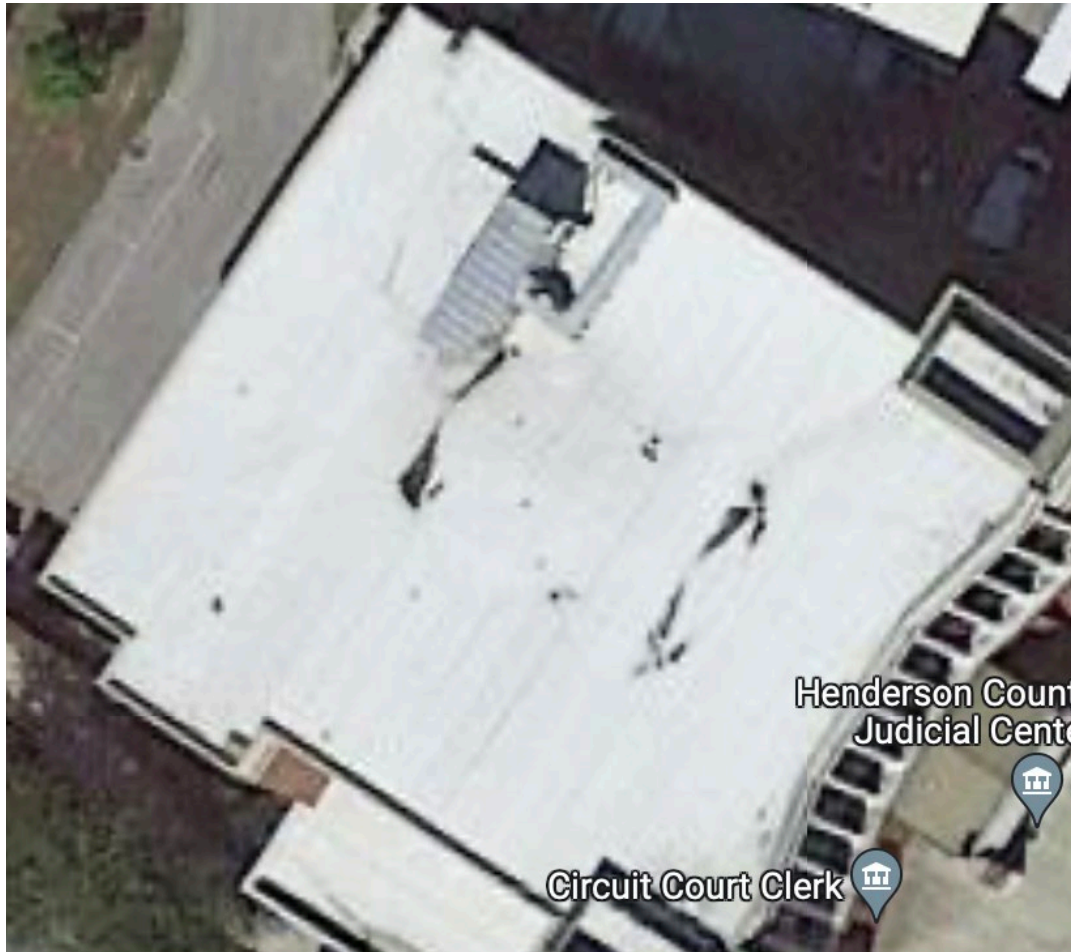
Questions related to this Request should be directed to Brad Schneider, bschneider@hendersonky.com

RFP's, Clarifications and Addenda may be obtained from:

Henderson Fiscal Court's website: www.hendersonky.us or at the Judge-Executive's office, 20 N. Main St, Suite 300, Henderson, KY during regular business hours, Monday – Friday 8:00am – 4:30pm or may be requested by calling 270-826-3971 or email: kwiesen@hendersonky.us.

The Henderson County Fiscal Court reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities and/or technicalities. Conflicts of interest, gratuities and kickbacks as defined and provided for in KRS 45A.455 are absolutely prohibited.

Appendix A:



Appendix B – Affidavit for Bid & Contract in General

REQUIRED ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____

Affidavit Expiration Date: _____

Maximum Length One-Year

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:

- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
- d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
- e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A.607.
- f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:

- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Signature

Printed Name

Title

Date

Company Name _____
Address _____

Commonwealth of Kentucky Vendor Code (if known) _____

Subscribed and sworn to before me by _____
(Affiant) (Title)
of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____