



KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)  
904 ROSE ROAD  
ASHLAND, KY 41102-7104  
Member Services (606) 928-0205  
[www.kedc.org](http://www.kedc.org)

\* \* \* REQUEST FOR PROPOSALS \* \* \*

REFERENCE: AI Mobile Lab Renovation-2024  
PUBLIC NOTICE DATE: September 30, 2024  
OPENING DATE & TIME: October 10, 2024, 2:00 PM Eastern  
ITEMS: Renovation of Class A Motor Coach to Artificial Intelligence Lab

**PURPOSE:** The Kentucky Educational Development Corporation (KEDC) Board of Directors (hereinafter Board), as a Local Public Agency solicits sealed proposals that would, if accepted by the Board or its designee, establish a contracts, with the general and detailed specifications contained in these standard terms and conditions and in the proposal specific terms and conditions.

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## STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS FOR RESPONDENTS: These standard terms and conditions along with the solicitation specific terms and conditions apply to all solicitations submitted. In the event of a discrepancy between the standard and solicitation specific terms, the solicitation specific terms will govern. The public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at <https://purchasepros.net/> on the public notice date and until the time and date specified for the solicitation opening. Tabulations will be made by KEDC staff and, after the Board or its designee has taken official action, will be posted to the above website.

**Responses will be opened at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104 on the Opening Date specified above.** All sealed responses must be received by the date and time designated, and none will be considered thereafter. All responses shall be clearly marked **AI Mobile Lab Renovation-2024** on the outside of the envelope. Failure to submit a response prior to the date and time designated will automatically prevent the consideration of your response and it will be returned to the bidder. KEDC cannot assume responsibility for any delay or failure of the mail or delivery services to deliver responses on time. (Please note that FED EX does not guarantee delivery time to KEDC as they classify KEDC as being in a rural area.) At the specified time, all responses will be opened, and the name of each respondent will be read aloud. Any interested parties may attend however, no immediate decision will be rendered concerning the responses submitted.

Submit all responses in the format outlined below. No other form of submission (e.g., email, telephone, facsimile, etc.) will be accepted. The respondent acknowledges that the respondent has read this invitation, understands it, and agrees to abide by its terms and conditions.

2. CLARIFICATION: For clarification or additional information relative to this invitation contact KEDC by email at [info@PurchasePros.net](mailto:info@PurchasePros.net) or phone (606) 928-0205.
3. PROCUREMENT CONSIDERATIONS: KEDC conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations, and rules.

It is the clear intention of KEDC to foster all procurement transactions in a manner to provide to the maximum extent practicable, open, and free competition (20 U.S.C. 1221e-3(a)(1) and 3474, - 22 CFR 135).

KEDC shall make positive efforts toward procuring and utilizing small business and minority-owned business sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts.

All procurement procedures developed and implemented by KEDC shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase

alternatives will be made to determine which would be the most economical and practical procurement.

All KEDC solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met by respondent.

A contract will be entered into by KEDC with only responsible respondents who possess the ability to perform successfully under these terms and conditions. Consideration shall be made for such matters as a respondent's integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

KEDC shall follow the principles of cost analysis in the review and evaluation of responses to determine if the respondent meets the requirements or reasonableness, allocability, and allowability.

4. AUTHENTICATION OF RESPONSE AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the certification or by electronically submitting my response to this solicitation, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:
- a. I am the respondent (if respondent is an individual), a partner in the respondent (if the respondent is a partnership), or an officer or employee of the submitting corporation having authority on its behalf (if the respondent is a corporation).
  - b. The costs quoted in the response are correct and have been arrived at by the respondent independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the solicitation, designed to limit independent competition.
  - c. The contents of this response have not been communicated by the respondent, or its employees, or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the response and will not be communicated to any such person prior to the official opening of the response. Respondent certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The respondent certifies that collusion is a violation of federal law and can result in fines, prison sentences and civil damage awards.
  - d. The respondent is legally entitled to enter contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest,

gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of KEDC or member institution, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

- e. The KEDC collective procurement process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code, and that the contents of this response and the actions taken by the respondent in preparing and submitting the response comply with the above referenced sections of the Model Procurement Code.

5. CERTIFICATION REGARDING LOBBYING: The respondent certifies, to the best of his or her knowledge and belief, that:

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The Respondent will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to KEDC.

6. **CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:** The respondent understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By electronically submitting this solicitation, the respondent certifies as follows:

The certification in this clause is a material representation of fact relied upon by KEDC. If it is later determined that the respondent knowingly rendered an erroneous certification, in addition to remedies available to KEDC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The respondent agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The respondent further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

7. **ERROR IN SUBMISSION:** No submission may be altered or amended after the specified time and date set for the opening. The Board or its designee reserves the right to waive defects and informalities in response, to reject any or all submissions, or to accept any response as may be deemed to its interest. KEDC may allow the withdrawal of a submission where there is a patent error on the face of the document, or where the respondent presents sufficient evidence, substantiated by worksheets, that the response was based upon an error in the formulation of the price.
8. **WITHDRAWAL OF SUBMISSION:** All submissions shall be valid for a period of thirty (30) days from the opening date to allow for tabulation, study, and consideration by the Board or its designee. The respondent may withdraw a submission, without prejudice, prior to the published opening date.
9. **ADDENDA:** KEDC may issue addenda to the solicitation after its release.
10. **PROTEST PROCEDURES:** The Board or its designee shall have authority to determine protests and other controversies of actual or prospective respondents in connection with the solicitation or selection for award of a contract.

Any actual or prospective respondent, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Office of the Executive Director of KEDC. A protest or notice of other controversy regarding the solicitation must be filed prior to the opening. A protest or notice of other controversy regarding an award must be filed within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

KEDC

ATTN: Chief Executive Officer

904 Rose Road

Ashland, KY 41102

The Board or its designee shall 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 of the Board shall be final and conclusive.

11. **PRE-QUALIFICATION:** KEDC reserves the right to pre-qualify any respondent, especially those that have not previously participated in the KEDC program. Criteria for qualification shall include:
  - a. **Product Line:** The respondent shall provide proof that all items listed in the catalog are in stock or quickly obtained.
  - b. **Physical Facilities -** Respondent must have the facilities required to safely and securely complete the work outlined by these specifications. KEDC reserves the right to prequalify any or all respondents and to reject any respondent not meeting the requirements in the areas of facilities and equipment.
  - c. **Financial Capacity -** The potential respondent shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
  - d. **Service Level -** If KEDC does not have adequate historical data to determine the respondent's ability to comply with the service level requirement outlined in this solicitation, then three letters of reference from current educational service agencies or school district customers shall be provided.
  - e. **Past Performance –** The respondent must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.
12. **REVIEW:** After the public opening of proposals received from the solicitation, KEDC staff and member officials will review the results, develop a preliminary tabulation, and may contact the respondent for the purpose of clarification only.
13. **NON-ASSIGNABILITY OF AWARD:** Contractor shall not transfer any contract resulting from this solicitation to its successors or assigns without the prior, express approval of the Board or its designee.
14. **QUANTITIES:** It shall be understood that the contract will not obligate KEDC or its members to purchase from the contractor.



15. **WARRANTY:** The contractor shall make available and honor all manufacturer's warranties, standard and extended, to all KEDC members.
16. **RECALLS:** The contractor shall notify KEDC and its members immediately of any product recalls and issue a credit or comparable substitute for any delivered, recalled product at the member's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the contractor.
17. **LIABILITY:** The contractor agrees to protect, defend, and save harmless KEDC and members from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and further agrees to indemnify and save harmless KEDC and members from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractor, his servants or agents. The contractor will hold KEDC and participating members harmless for all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects.
18. **ACCOUNTING PRACTICES:** During the life of any contract awarded resulting from this solicitation, the contractor must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, the contractor must demonstrate the ability and capability to provide all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process. Discounts, rebates, and credits shall be clearly identified on each invoice to KEDC members.
19. **ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS:** Substitutions require prior written authorization from the member. The contractor is required to notify the member if an item is out of stock, backordered, or if timely delivery is not feasible. Upon member notification, the contractor must receive written directions from the member on how to proceed (i.e., cancel, process, etc.).
20. **PRODUCT AND SAFETY INFORMATION:** The contractor shall provide upon request by any member, the most recent MSDS information sheets for any products delivered to said member. It is the contractor's responsibility to comply with all local, state, and federal product and safety regulations.
21. **CONTRACT SUSPENSION:** KEDC may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach of contract, default, or noncompliance renders the awarded contract null and void. The contractor agrees that they have no legal recourse of any nature against KEDC or member entities except for payments that are due for prior purchases under the contract. The decision of KEDC regarding suspension and/or termination is final.

22. **TERMINATION FOR CONVENIENCE:** KEDC reserves the right to terminate any contract at any time, completely or in part, by thirty (30) day written notice to contractor. Upon receipt by the contractor of the "notice of termination", the contractor shall discontinue all services with respect to the applicable contract. The ordering member, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the contractor, as well as any reasonable costs incurred by the contractor up to the time of termination but not including the contractor's loss of profit. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
23. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** KEDC may terminate the resulting contract for non-performance, as determined by KEDC, for such causes as:
- a. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor, which in the opinion of KEDC is not in its best interest, or failure to comply with the terms of this contract.
  - b. Failing to keep or perform, within the period set forth herein, or violation of, any of the covenants, conditions, provisions, or agreements contained herein.
  - c. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that the contractor might during that sixty (60) day period may seek dismissal of the involuntary petition or otherwise cure said potential default; or
  - d. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the contractor.
24. **DEMAND FOR ASSURANCES:** If KEDC has reason to believe the contractor will be unable to perform under the contract, it may make a demand for reasonable assurances that the contractor will be able to timely perform all obligations under the contract. If the contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the contract.
25. **NOTIFICATION:** KEDC will issue written notices for default, suspension, or termination. Notices are considered officially given and received:
- a. Immediately upon personal delivery or via same-day courier.
  - b. On the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested.

- c. Upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS).
- d. When sent by email to the administrative contact email address provided by the contractor to KEDC.

A party may change its notice address by giving notice in accordance with this section. The contractor must respond in writing within ten (10) calendar days, presenting a comprehensive plan to rectify all deficiencies to the satisfaction of KEDC.

26. ATTORNEY FEES: If either party deems it necessary to take legal action to enforce any provision of the contract, and in the event KEDC prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
27. COMPENSABLE DAMAGES FOR BREACH: The contractor agrees that the following items shall be included as compensable damages for any breach of a contract with KEDC.
  - a. Replacement costs
  - b. Cost of repeating the competitive procurement procedure
  - c. Expenses incurred as the result of a delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by KEDC for any other damages occasioned by the contractor's breach of contract. However, in cases where the contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

28. FORCE MAJEURE: No party is liable or considered in default or breach of any agreement resulting from this solicitation for any failure or delay in fulfilling or performing any term of the agreement (except for owed payments) caused by acts beyond the impacted party's reasonable control. These include:
  - a. Acts of God including natural disasters, extreme weather events, geological events, and biological events such as epidemics, pandemics, or similar health emergencies
  - b. War (declared or not), invasion, hostilities, terrorist threats or acts, riot, or civil unrest.
  - c. Changes in applicable laws or regulations after the agreement date
  - d. Actions, embargoes, or blockades in effect on or after the date of an agreement resulting from this solicitation.
  - e. Action by any governmental authority including but not limited to economic sanctions or trade restrictions.
  - f. National or regional emergency
  - g. Strikes, labor stoppages or slowdowns or other industrial disturbances.
  - h. Emergency state
  - i. Shortage of power or transportation facilities
  - j. Other similar events beyond the reasonable control of the impacted party such as technological malfunctions or breakdowns

The impacted party must provide written notice of a force majeure event within five (5) calendar days after reasonably determining its impact. The notice should include the impacted party's reasonable estimate of the event's duration and the expected time of performance. The impacted party must make diligent efforts to end the delay, minimize effects, and resume performance promptly after the removal of the force majeure cause.

KEDC may, in addition to other rights and remedies, terminate any agreement resulting from this solicitation if the contractor is the impacted party and any force majeure event continues or is expected to continue for more than ninety (90) calendar days, upon written notice to the contractor.

29. SEVERABILITY: If any provision of the contract is determined by any court or governmental authority to be unenforceable, the parties intend that the contract be enforced as if the unenforceable provisions were not present. and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

30. OTHER CONDITIONS:

- a. The respondent is legally entitled to enter contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490.
- b. Any employee or official of KEDC or member institution, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- c. KEDC reserves the right to reject any and/or all submissions and to waive informalities.
- d. A contract, based on this sealed response, may or may not be awarded.
- e. The contractor shall comply and will comply with all local, state, and federal laws and regulations related to the contract and the rendering of goods and /or services.
- f. The contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- g. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this contract brought against KEDC shall be filed in the Boyd County Circuit Court of the Commonwealth of Kentucky.
- h. The contractor affirms conformance with the provisions of the Civil Rights Act of 1964 as amended.
- i. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- j. The contractor shall provide access to KEDC, member entities, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of

Education, the Kentucky Auditor of Public Accounts, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations, and rules, including but not limited to cost principles set forth in 2 CFR § 225.

- k. The contractor shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- l. The contractor shall retain all required records for three years after KEDC members make final payments and all other pending matters are closed (7 CFR § 3016.36).
- m. The contractor is and shall remain in compliance with all Federal Equal Employment Opportunity provisions. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR §200 Appendix II (C))
- n. Where applicable, the contractor is and shall remain in compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- o. Where applicable, the contractor is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- p. Where applicable, the contractor is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- q. Where applicable, the contractor agrees to comply with all standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- r. Where applicable, the contractor is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- s. Where applicable, the contractor agrees to abide by the federal requirements regarding “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR §200 Appendix II (F))

- t. The contractor acknowledges a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. (2 CFR § 200.323)
- u. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems for the following.
  - i. Covered telecommunications equipment as described in Public Law 115-232, section 889, produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. Public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (2 § 200.216)
- v. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). (2 § 200.322)
- w. The contractor is and shall remain in compliance with all local, state, and national requirements for employee background checks.

## ARTIFICIAL INTELLIGENCE MOBILE LAB RENOVATION TERMS AND CONDITIONS

1. INSTRUCTIONS FOR RESPONDENTS: These solicitation specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Deviations or exceptions to the terms and conditions will not be accepted and are cause for rejection. In the event of a discrepancy between the standard and solicitation specific terms, the solicitation specific terms will govern.
2. CLASS A MOTOR COACH: KEDC has purchased a 2023 Thor Challenger 37DS Class A Motor Coach, hereafter RV, to be used as a Mobile Lab to demonstrate to students around the KEDC region the role of Artificial Intelligence (AI) in shaping their future. KEDC is seeking a vendor to transform the RV from its current standard configuration into an AI mobile lab.
3. AWARD: After the review of the proposals KEDC may award one or more contracts based on the requirements of the project. Awards will be given to the highest scored, responsive, and responsible proposal(s). Proposals deemed not responsive and/or not responsible will be rejected and no further evaluation will occur. KEDC will evaluate and score preliminary proposals according to the following:

	POINTS
1. Company Background	10
2. Price analysis	70
3. Payment Schedule	15
4. Promotion	10
5. Timeline	25
6. Training	10
7. Warranties	10
	<hr/>
POINT TOTAL	150

4. NEGOTIATION AND PRICING: After KEDC has evaluated all submitted proposals deemed responsive and responsible, KEDC may reach out to the highest scored firm to negotiate a contract within budget that provides the best value as determined by KEDC. All negotiated prices shall remain firm for the duration of the awarded contract.
5. BUDGET: The budget for the scope of work outlined below is estimated at \$70,000.
6. PAYMENTS: Please outline your expected progress payment schedule for this project as part of your response. Keep in mind that as a local public agency KEDC cannot pay in advance for goods not yet received or services not yet rendered.

7. PROMOTION: KEDC will entertain offers from the awarded respondent to market their business as sponsor of the RV in exchange for discounted pricing. Please submit any such offers as part of your response as outlined below. The acceptance of any promotional offers will be at the discretion of KEDC.
8. TIMELINE: The RV can be scheduled for delivery to the awarded respondent upon completion of the contract. KEDC's goal is to have the renovations complete and the vehicle on the road by April 1, 2025. Please provide a timeline for this project as part of your response.
9. TECHNOLOGY: The technology to be installed in the RV shall be procured separately by KEDC and installed by KEDC's engineers and technicians. The KEDC Director of Technology shall coordinate data cable pathways and placement of electrical outlets with the awarded respondent.
10. MATERIALS: All materials used in the renovation must adhere to the current National Fire Protection Association (NFPA) standard for recreational vehicles (NFPA 1192).
11. SCOPE OF WORK: Provide all materials and labor necessary for each of the following:
  - a. Interior
    - i. Demolition of Interior
    - ii. Packaging of salvaged interior furnishings and appliances for resale
    - iii. Removal of interior walls where necessary
    - iv. Removal of all existing floor covering
    - v. Purchase and installation of replacement commercial grade flooring as selected in consultation with KEDC
    - vi. Upgraded lighting where appropriate
    - vii. Installation of cable pathways as directed by KEDC
    - viii. Installation of new walls including paint or wall coverings as necessary
  - b. Exterior
    - i. Design of vinyl wrap in consultation with KEDC
    - ii. Preparation of vehicle for vinyl wrap
    - iii. Installation of vinyl wrap
    - iv. Modification of vehicle for wheelchair lift to provide accessibility
12. RFP RESPONSE: In addition to the RFP certification form, please submit a narrative response to each of the following prompts:
  - a. Company Background - please provide the following:
    - i. Company's official registered name.
    - ii. A brief history of your company, including the year it was established.
    - iii. Corporate office location information.
    - iv. Proof of certification if your company is a certified W/MBE vendor.
    - v. Your company's Dun & Bradstreet (D&B) number.
    - vi. Key members of your team (provide short biographies of each indicating their relevant experience and credentials)



- vii. Name, contact information, and a brief background (experience) for your organization's proposed primary point of contact with KEDC for this contract.
- b. Pricing – Provide an itemized list of prices for each item listed in the Scope of Work outlined above.
- c. Payment – Outline your proposed payment schedule inline with the requirements listed above.
- d. Promotion – If you are interested in KEDC promoting your company as a supporter of the AI Mobile Lab, please provide a description of your proposal including your expectations and the discounts offered as compensation.
- e. Timeline – Provide a timeline for the scope of work outlined above.
- f. Training – Provide a description of any necessary training or education to use and maintain the RV.
- g. Warranty – Outline any warranties offered on materials and craftsmanship utilized in the renovation.

**KEDC CERTIFICATION – AI Mobile Lab Renovation-2024**

STATEMENT OF SUBMISSION

We have read all the conditions and requirements of this solicitation. In compliance with all general and specific terms and conditions of the solicitation, in consideration of the detailed description attached hereto, and subject to the statements of Authentication, Non-Collusion, and Non-Conflict of Interest thereof, the undersigned agrees that, upon proper acceptance by the KEDC Board of Directors of any part of the offer, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

Include in your Sealed Bid Packet:

- 1) This Certification form with the lower section completed and signed,
- 2) Your complete RFP response.

\_\_\_\_\_  
Responding Firm

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Address 1

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
City

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Email Address