

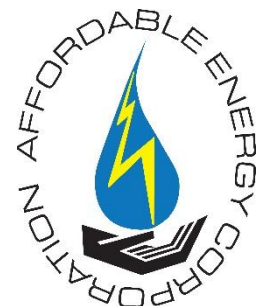
# Request for Proposal

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TO PERFORM SERVICES AND PROVIDE PRODUCTS RELATED TO THE  
DEVELOPMENT AND CREATION OF THE AFFORDABLE ENERGY CORPORATION  
CLIENT MANAGEMENT SYSTEM

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Affordable Energy Corporation  
RFP#201901 | JANUARY 14, 2019



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## Request for Proposal

Affordable Energy Corporation (hereafter “AEC”) is requesting proposals to provide services related to the design, development, implementation and ongoing support of a custom client management system (hereafter “ASAP Database”.) The ASAP Database will serve as a client management tool for AEC All Seasons Assurance Plan (ASAP) program and its partners.

We ask that any vendor intending to submit a proposal please send an email of intent to Dr. Lisa Lee Williams at [williams@asapky.org](mailto:williams@asapky.org) by January 22, 2019. This will allow AEC to provide the vendor with the responses to questions submitted.

## Timeline

RFP issue date: January 14, 2019  
RFP intent and NDA submitted by: January 22, 2019  
Questions must be submitted by: January 31, 2019  
AEC will respond to questions: February 6, 2019  
Proposal due date: February 18, 2019  
Anticipated award date: February 28, 2019

## Contact Information

Dr. Lisa Lee Williams  
Program Director  
Affordable Energy Corporation  
150 State Street  
Louisville, Kentucky 40206  
502-242-8406  
Email: [williams@asapky.org](mailto:williams@asapky.org)

## Inquiries

**It is the RESPONDENT’s responsibility to seek clarifications of ambiguities.**

All correspondence, including questions or requests for clarifications, shall be emailed to [williams@asapky.org](mailto:williams@asapky.org). Any verbal communication regarding this solicitation is non-binding and will in no way excuse the RESPONDENT of any requirements or obligations set forth in this RFP.

Any questions asked that are relevant to the solicitation process may be shared along with the answers to all RESPONDENTs participating in the solicitation process.

RESPONDENT shall not communicate directly with any AEC staff, AEC Board of Director Members or AEC partner except through the contact listed above. Failure to comply with this requirement may result in RESPONDENT's disqualification.

### Submission of Proposal

The proposal is to be submitted in a format that follows the outline and order of this RFP document. Additional pertinent information not specified in this RFP may be included, but such information will not be accepted in lieu of any listed RFP requirements. Proposals can be submitted using PDF, Excel or Word File formats. Proposals submitted using other file formats may not be considered.

The completed proposal for this RFP must be submitted by email to [lwilliams@asapky.org](mailto:lwilliams@asapky.org) by Monday, February 18, 2019 no later than 4:00 PM EST or it may not be considered. A confirmation of receipt will be sent by close of business Wednesday, February 20, 2019. If RESPONDENT does not receive confirmation by the Wednesday, February 20, 2019 date, RESPONDENT should inquire via email to [lwilliams@asapky.org](mailto:lwilliams@asapky.org) as to whether the submission was received.

All materials submitted in response to this RFP become the property of AEC. Such materials may be appended to a subsequent contract between AEC and the RESPONDENT and partially or wholly incorporated therein. The RESPONDENT shall not submit any information that is of confidential nature or mark its proposal as being proprietary or confidential.

Any proposal submitted by RESPONDENT will be valid for a period of one hundred eighty (180) calendar days following the submittal date. RESPONDENT agrees that its proposal may not be modified, withdrawn, or cancelled by the RESPONDENT for one hundred and eighty (180) calendar days following the submittal date without the prior written consent of AEC. Any attempted changes by RESPONDENT to its proposal within such period, whether before or after selection of a proposal may, in AEC sole discretion, disqualify the RESPONDENT.

### Selection Process and Reservation of Rights

AEC has the right, but not the obligation, to award the contract that is the subject of this RFP to the RESPONDENT(s) that AEC determines, in its sole and absolute discretion, to represent the best value under the circumstances. AEC reserves the right to reject any and all response(s) received, or any part(s) thereof, and the right to accept any or all response(s), or any part(s) thereof, when it is deemed by AEC to be in AEC's best interest to do so.

Multiple factors will be used to make the final vendor selection. RESPONDENT should present the submission by completing all the requirements of this RFP and by including supporting documentation.

By submitting a proposal, RESPONDENT agrees, if it is selected by AEC, to use its best efforts and to negotiate in good faith in an effort to reach mutually agreed terms of a contract with AEC based on the proposal. However, no contract will be effective or binding upon AEC unless and until all terms comprising such contract are approved by the Director of AEC and the AEC Board of Directors in accordance with AEC's internal procedures. AEC reserves the right to alter any terms, conditions, or requirements found in this RFP.

Upon reaching a final contract with the selected RESPONDENT(s), all RESPONDENTs that submitted a proposal will be notified.

This issuance of the RFP does not constitute a commitment or obligation for AEC to issue a bid or award a contract. AEC reserves the right to withdraw or cancel this RFP at any time and for any reason. AEC reserves the right to reject any or all proposals and may resubmit this RFP for bid. The RFP is the property of AEC and all rights to it are retained by AEC.

RESPONDENT shall be solely responsible for all costs related to developing, submitting, and presenting the proposal, and AEC shall provide no reimbursement for such cost. The issuance of this RFP does not constitute a commitment or obligation to pay any costs incurred in preparation of a response to this request.

Neither the submission of a response to this RFP nor AEC's receipt of a response should in any way be construed as an award of contract or any other agreement between AEC and the RESPONDENT or any party. The sole purpose of this document is to seek information about potential candidates to provide product(s) and service(s) to AEC.

By submitting the proposal, the RESPONDENT certifies that, at the time of submission:

- RESPONDENT has not proposed or agreed, and will not propose or agree in the future, to pay money or other consideration in exchange for the award of an agreement pursuant to this RFP.
- The prices in RESPONDENT's proposal have been arrived independently, without consultation, communication, or agreement with any other RESPONDENT or potential RESPONDENT for the purpose of restricting competition.
- That prices in the proposal have not been, and will not be in the future, disclosed by the RESPONDENT to any other RESPONDENT or potential RESPONDENT prior to AEC finalizing a contract with the successful bidder(s).
- RESPONDENT has not made, and will not make in the future, any attempt to discourage any potential RESPONDENT from submitting a proposal.
- RESPONDENT is qualified to provide the services in the RFP as listed in the proposal.

AEC reserves the right to conduct discussions with any vendors, request or accept revisions, award all or part of the RFP to any combination of vendors, and waive irregularities or defects.

Affordable Energy Corporation is an Equal Opportunity employer. As such, it attempts to empower all employees regardless of race, creed, color, age, sex, sexual orientation, gender identity, national origin, or disability. The RESPONDENT must work in accordance with this philosophy. Discrimination by RESPONDENT (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. By submitting a proposal, RESPONDENT agrees to comply with the provisions of the Kentucky Civil Rights Act, the Americans with Disabilities Act as Amended (ADAA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and all other applicable federal, state and local regulations relating to prohibiting discrimination.

AEC may request additional written verification of any information provided by RESPONDENT in its proposal or otherwise as part of the RFP or selection process.

Prime RESPONDENT and Subcontractors:

- Proposals will be accepted from a consortium of RESPONDENTS. Information requested herein regarding RESPONDENT and all requirements applicable to RESPONDENT shall be required and equally applicable to any subcontractor.
- AEC reserves the right to reject RESPONDENT's use of a subcontractor. No subcontractor may be used without AEC's written approval. Failure to notify AEC of all subcontractors may result in termination or default.
- A prime local RESPONDENT must be designated in the proposal and must reside within 100 miles of the Kentuckiana area to be considered local. The prime RESPONDENT is solely responsible for the fulfillment of its contract(s) with AEC.

### Copyright and Ownership

All works created pursuant to this RFP and any awarded contract shall be "works made for hire" under United States copyright law and other applicable laws, and RESPONDENT agrees that all intellectual property in such works will be assigned to AEC. AEC intends that all work performed by RESPONDENT will be the sole and exclusive property of AEC.

### Public Inspection of RFP Responses

AEC will not disclose any portions of the proposals prior to contract award other than to representatives of AEC or other parties involved in the evaluation process. If a contract is awarded in whole or in part to a RESPONDENT, AEC shall have the right to duplicate, use, and/or disclose all proposal data submitted by such RESPONDENT in response to this RFP as a matter of public record.

Any and all documents submitted by RESPONDENT in response to the RFP may be made available for public inspection after a contract is awarded. As such, no RESPONDENT should assume that any documents it submits will be exempt from disclosure under the Kentucky Open Records Act regardless of the respondent's designation of the information contained therein as proprietary, confidential, or otherwise. AEC may not redact or withhold any documents submitted in response to the RFP if a request to inspect these records is made.

Proposal materials submitted by each RESPONDENT shall become the property of AEC. AEC shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejections of the proposal will not affect this right.

## GENERAL INFORMATION

### About Affordable Energy Corporation (AEC)

AEC is nonprofit organization founded in 1992 located in the Commonwealth of Kentucky. It is exempt from federal income tax under Section 501©3 of the Internal Revenue Code.

#### Our Mission:

Affordable Energy Corporation's mission is to facilitate affordable gas and electric services to low income households in the LG&E service territory with the purpose of improving household stability.

#### Our Goals:

- Improve LG&E payment histories for ASAP clients.
- Increase energy efficiency in homes through weatherization improvements.
- Provide energy conservation education.
- Improve quality of life as homes are weatherized and energy financial burdens are reduced.

AEC manages the All Seasons Assurance Plan (ASAP) under the governance of a board of directors. ASAP provides a monthly benefit to low and fixed income households to ease the burden of high energy costs. Funding is provided through Louisville Gas and Electric's (LG&E) Home Energy Assistance (HEA) program. LG&E contracted with Affordable Energy Corporation to administer the Home Energy Assistance (HEA) program on their behalf from 1993-2002, 2005-2007 and 2008 to present. Participation in the ASAP program is by invitation only, is subject to recertification for annual renewal and the number of annual participants is based upon available funding.

More Information about Affordable Energy Corporation or ASAP can be found at [www.asapky.org](http://www.asapky.org).

## PROJECT OVERVIEW

### High Level Summary

AEC seeks to create a new software system with the following qualities:

- Intuitive, user-friendly and modern web application
- Implement modern security processes and controls
- Allows for granular authorization
- Adaptable to new and changing regulatory and reporting requirements
- Designed to collect useful, accurate, and timely data
- Reliable – designed for maximum uptime
- Flexible and customizable
- API, FTP and Import/Export capability with 3<sup>rd</sup> party vendors

The software is mission-critical for the operations of the business. The software is business logic intensive to ensure program compliance. The infrastructure needs to be maintainable while allowing for frequent changes of some components.

The core features of the software are to provide AEC coordinators a tool to case manage clients, determine their eligibility and enroll them in the ASAP program annually, and track their progress over time. AEC management needs the ability to manage client status changes and monthly monetary benefits.

The relationship between AEC and the weatherization partner(s) for the software can be best described as AEC providing the software as a service (SaaS) to the weatherization partner to update weatherization compliance status – directly or via data import..

### Requirement Specification Document

AEC has created a requirements specification document (Attachment C) that describes the new system in detail and contains functional requirements as well as system requirements.

Each RESPONDENT is required to sign and return a “Non-Disclosure Agreement” (Attachment B) before being allowed to review the specification document.

RESPONDENT agrees that the specification document and all its components are the property of AEC and are not to be disclosed to other parties without written permission of AEC.



### Project Approach

The selected RESPONDENT will handle most aspects of this project. This includes but is not limited to:

- Project management
- Architecting the software, database and infrastructure
- Building the software as described in the requirements specification document (Attachment C)
- Software development services
- Provide expertise to AEC in setting up the deployment environment. This includes at a minimum:
  - Deployment scripts for multiple environments.
  - Development of automated builds with unit tests
  - Specifications of the deployment environment and architecture
- Provide end-user training and documentation as needed.

The RESPONDENT's approach shall be iterative and interactive with AEC staff, especially during the user interface design phase, to ensure the overall vision of the project is met. RESPONDENT will work with AEC to ensure that all functional requirements are met.

AEC staff will:

- Answer questions and explain requirements.
- Provide direction on the order of the development of application components including serving in the roles as product owner and project sponsor.
- Provide functional, smoke and acceptance testing.
- AEC will acquire the necessary licenses, subscriptions and hardware to set up the production environment.

AEC will provide or contract services to perform ongoing monitoring and maintenance for the software. The selected RESPONDENT will be expected to include AEC staff in architecture process and non-critical development tasks.

For purposes of estimating this RFP, the RESPONDENT shall assume that AEC does require a local RESPONDENT to travel to the AEC site periodically for product design consultation, project updates, testing and training.

### Project Deliverables

The following deliverables will be required from the selected RESPONDENT:

- RESPONDENT will provide architecture and development services to create the software as described in this RFP and referenced specification document (Attachment C).
- RESPONDENT will provide AEC with:
  - All source code of all software produced during the course of the contract.
  - All data models, database scripts and/or database designs.
  - All compiled software developed during the course of the contract.
  - An assignment of all copyright and other intellectual property rights to the resulting products and services, including but not limited to all rights to the source code, specifications, and designs related to the software.
  - Acknowledgement that AEC will be the sole distributor of all software developed under the contract.
  - Documentation of all build and deploy scripts for all environments (Dev, QA, Production).
  - Sufficient in-code, API or other applicable documentation such that a 3rd party can understand and maintain the code.
  - All functional requirements, design specifications, technical documentation, etc.
  - A review to ensure the entire specification has been met.
  - If Phase 4 from (Attachment C) is in-scope, then ongoing Operations and Maintenance per requirements in (Attachment C) are also required.

### Project Management Plan and Updates

- Project Management Plan, including
  - Work breakdown
  - Tasks, dependencies and milestones
  - Testing Plan
  - Issue Management Plan
  - Timeline
- Weekly Updates on progress showing achieved, progressing and not progressing milestones by an authorized representative of the respondent. If project is running behind or change orders are necessary, RESPONDENT shall inform AEC as soon as it becomes so aware.

### Proposal Instructions and Requirements

The RESPONDENT's proposal must include the following sections and information and must conform to the page limitations specified.

#### Required Elements

1. Signed and completed RFP Cover Sheet (Attachment A)
2. Completed Non-Disclosure Agreement (Attachment B)
3. Vendor Profile (maximum of two pages)
4. Qualifications (maximum of ten pages)
5. Proposal (maximum of fifty pages)
6. Cost Proposal (maximum of six pages)
7. Additional Information

Note that the completed Non-Disclosure Agreement must be submitted immediately in order to receive the software specifications document, rather than submitted at the time of RESPONDENT's proposal.

Vendor Profile Please include vendor profile information:

1. Legal business name, owner, and location
  2. Address and contact information, including email
  3. Brief history of the company, length of time in business, and core competencies
- Qualifications the RESPONDENT shall describe its qualifications to render the required services under this RFP.

At a minimum include:

1. The RESPONDENT's web application development experience, including relevant experience with preferred technologies.
2. A description of the RESPONDENT's prior experience with similar projects including a list of specific web applications RESPONDENT has developed that best reflect your capabilities and qualifications for this project. Include the URL when possible or provide screenshots and/or descriptions of applications. Please provide references.
3. Identification of the project team members' roles, qualifications and provide a brief background summary of likely staff assignments to this project. Also, please indicate levels of supervision and locations of staff, as well as use of offshoring or nearshoring.
4. A description of RESPONDENT's organizational structure and size of the firm (including resources that could be made available for this project).
5. Demonstration of RESPONDENT's capacity to deliver the services, including the number of fulltime staff employed and the location of staff.

### Proposal

The RESPONDENT must provide an overview of the project, including at least the following:

1. Proposed approach to the project, methodology, key benefits, project risks, concerns, etc.
2. High level description of proposed technologies, including plans for designing the UI/UX and implementing accessibility guidelines.
3. High level project plan, including high level tasks, resources, duration, and key milestones.
4. Proposed start date and completion date. Please provide realistic dates based on resource availability. Please note: AEC office hours are Monday through Friday, 8:30 am – 4:30 pm. The start of this project will be during open enrollment or orientation season and the program director spends 50% of her time in the field Monday through Thursday.
5. An estimated number of hours by each member of the team should be indicated.
6. Specific tasks/work to be performed should be described (Work plan).
7. A list of all information required of AEC prior to, during, and after fieldwork.
8. Assurances that the RESPONDENT is competent to perform the work and is familiar with any technologies required for the project as well as any rules and regulations that govern the industry.

### Cost Proposal

Based on the RESPONDENT's review of the specification document, RESPONDENT must provide the following:

1. A fixed, "not-to-exceed" total COST by development phases to create and deliver the software product as described in this RFP and accompanying specification document. This includes all project deliverables based on the timeframe listed in the proposal.
2. An itemized LIST of infrastructures, technologies, supporting software and licenses that AEC will need to acquire to support the operation of the product.
3. A description of the warranties RESPONDENT is prepared to give on the final product.
4. A description of any technical assistance the RESPONDENT would provide to the organization during and after the project. Any limitations on or additional fees for technical assistance should be detailed and explained.
5. The RESPONDENT shall also provide a proposed pricing structure in the event that additional requirements are added or the specifications are changed.

### Additional Information

Provide any additional information or supporting documentation in a separate document(s).



## Attachment A – RFP Cover Sheet

## Affordable Energy Corporation Request for Proposal (RFP201901)

## RESPONDENT

Complete Legal Company Name: \_\_\_\_\_

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

City, State, Zipcode : \_\_\_\_\_

Phone #: \_\_\_\_\_ Website: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ DUNS #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

To the best of RESPONDENT's knowledge, the information contained in this proposal is complete and accurate. All necessary personnel of RESPONDENT has/have reviewed and approved this proposal, and the contact person identified above is authorized by RESPONDENT to enter negotiations with Affordable Energy Corporation for the purpose(s) outlined in this Request for Proposal. The person signing below on behalf of RESPONDENT affirms that he/she has read and understood all the information in this Request for Proposal and agrees on behalf of RESPONDENT to its terms and conditions. The person signing below further represents that the RESPONDENT is qualified to perform the work that RESPONDENT has described in its proposal.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment B – Non-Disclosure Agreement (NDA)

### AFFORDABLE ENERGY CORPORATION NON-DISCLOSURE AGREEMENT

The Respondent identified below (“Respondent”), in order to receive from Affordable Energy Corporation (“AEC”) certain Confidential Information, hereby agrees as follows:

1. Confidential Information. For purposes of this Agreement, Confidential Information shall mean all information in the ASAP Database Requirement Specification document, as well as all nonpublic information disclosed by AEC directly or indirectly to Respondent, whether written or oral, through any means of communication or observation supplementing, explaining, or otherwise relating to the information in the ASAP Database 3.0 Requirement Specification document.

2. Confidentiality; Standard of Care. Respondent shall maintain the Confidential Information in strict confidence and shall protect all Confidential Information received pursuant to this Agreement by using the same standard of care which it uses to protect and safeguard its own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information.

3. Restrictions on Use and Disclosure. Respondent agrees to use the Confidential Information solely for the purpose (“Purpose”) of responding to AEC’s ASAP Database Request for Proposal (“RFP”), and not for any other purpose or for its own benefit or for the benefit of any other person or party. Respondent shall only disclose Confidential Information to its employees having a need to know such Confidential Information in order to fulfill the Purpose. Respondent is responsible for breaches of this Agreement by persons to whom it discloses any Confidential Information.

4. Exceptions to Confidential Information. This Agreement shall not impose any obligation upon Respondent with respect to information which Respondent can establish by documentary or other competent evidence: (a) is or becomes generally available to the public through no fault of Respondent; or (b) was rightfully in the possession of Respondent prior to its receipt from AEC; or (c) is disclosed with the prior written consent of AEC; or (d) is independently developed by Respondent by persons who did not have access to AEC’s Confidential Information.

5. Required Disclosures of Confidential Information. If Respondent is confronted with any legal action to disclose any Confidential Information, Respondent shall provide AEC with prompt written notice of such request prior to making any disclosure so AEC may seek a protective order or other appropriate relief. Respondent shall fully assist AEC in its lawful efforts to resist, narrow, or eliminate the need for the requested disclosure. If disclosure is nonetheless required, Respondent shall only furnish that portion of the Confidential Information which it is advised by its legal counsel must be provided.

6. Period of Confidentiality. Respondent shall be obligated to protect the Confidential Information received pursuant to this Agreement until such time that the Confidential Information becomes publicly known and made generally available through no action or inaction of Respondent.

7. Return of Confidential Information. Respondent shall promptly destroy all copies of Confidential Information at any time as AEC's requires or otherwise within ten days following receipt of notice from AEC that Respondent is no longer being considered for purposes of the RFP. If requested by AEC, Respondent shall provide a certification executed by an authorized representative that all such Confidential Information has been returned or destroyed. 8. No Right or License. All Confidential Information will remain the exclusive property of AEC. Respondent acknowledges and agrees that no right or license is granted to Respondent in relation to any part of AEC's Confidential Information or under any patent, copyright, or other intellectual property right of AEC. 9. No Obligation or Partnership. This Agreement shall not obligate either Party to enter into any other business arrangement or agreement with the other Party, and no such obligation shall exist until such time that a separate written agreement has been executed by both Parties. This Agreement does not create any agency, partnership, or joint venture relationship between the Parties. 10. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky, excluding its conflict of law provisions. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Jefferson County, Kentucky. Respondent hereby consents to the exclusive personal jurisdiction of such courts and waives any objection in any such action based on improper venue, inconvenient forum, or similar grounds. 11. Equitable Relief. Respondent agrees that in the event of a breach or threatened breach of this Agreement, AEC will suffer irreparable harm for which it will not have an adequate remedy at law. Therefore, AEC shall have the right to obtain injunctive relief to enforce this Agreement, without the necessity of posting any bond or other security and without having to prove any actual damages, in addition to its other rights or remedies that may be available at law or in equity. 12. Miscellaneous. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. If any provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision.

Respondent's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax Id. No: \_\_\_\_\_



## Attachment C – Requirements Specifications

RESPONDENT will be required to agree to and submit a “Non-Disclosure Agreement” (Attachment B) before being allowed to review the specification document.

RESPONDENT must agree that the specification document and all its components are the property of AEC and are not to be disclosed to other parties without written permission of AEC.