

AGREEMENT BETWEEN THE
PURCHASEPROS
AND
CMTA, INC.

This agreement is made and entered into on the 10th day of February 2025, between Kentucky Educational Development Corporation (KEDC), dba PurchasePros, 904 Rose Road, Ashland, KY 41102-7104 and CMTA, Inc., 10411 Meeting Street, Prospect, KY 40059. KEDC is an educational cooperative organization under the Kentucky Interlocal Cooperation Act and is considered a local public agency under the Kentucky Model Procurement Code (KRS 45A.345(11)).

This agreement commences on February 10, 2025, and will expire on August 31, 2027, with KEDC reserving the right for biennial extensions as permitted by Kentucky Model Procurement Code (KRS Chapter 45A).

This agreement incorporates the Design – Build with Energy Performance Guarantee RFP Terms and Conditions, attached clarifications, and CMTA, Inc.'s Response by reference.

Vendor Number	10100577
Contract Number	10100577-DB-GESC-2025

Upon the signature of an authorized officer of KEDC and an authorized representative of the above-named company or corporation, this agreement is hereby executed.

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION



2/12/25 11:25 EST

KEDC Chief Executive Officer

Date

Nancy Hutchinson

Printed Name

CMTA, INC.



2/12/25 12:16 EST

Signature

Date

Timothy G. Morris

Printed Name

CFO

Title

Language Exceptions:

Please note that though exceptions to language were discussed with all appropriate parties, contracts submitted for approval remain with the original language of the RFP to help expedite contract process. As discussed, and after careful review of the language and exceptions noted, PurchasePros wishes to clarify the following as the intent of the original language in the RFP.

1. Page 7: Liability: Respondent agrees to protect defend and save harmless PurchasePros and their members from use of patented materials.

PurchasePros has used this as standard language on all vendor construction venues. It has been widely accepted. While broad, vendors select and administer all materials and processes, therefore taking exception to language for actions not under the control of PurchasePros seems reasonable and to be expected.

2. Page 8, 2.17: Right of PurchasePros to inspect work; correction of substandard work.

It is the opinion of PurchasePros that work inspection is reasonable and appropriate in certain unusual special conditions, (not for constructability or specification compliance) but rather to review vendor's relationship with PurchasePros and client service.

For vendor information, in projects over a 7-year period, this type of review has not been necessary or utilized. If ever utilized, PurchasePros understands that a 3-business day (or possibly longer depending on circumstances) vendor notification, prior to a requested inspection, is reasonable, and feels it is unnecessary to clarify in the RFP at this time.

In Design Build methodology PurchasePros expects no limit to repairing substandard work. It is PurchasePros opinion that if this language is excepted to avoid liquidated damages, that is better described between the client and the vendor though the Design Build contract documents.

3. Page 10: Compensable Damages for Breach: Exception for possible delay in obtaining replacements.

It is the opinion of PurchasePros that in some cases to protect procurement time, this is good practice in extreme cases.

This is a bit moot as PurchasePros is preparing to approve all respondents. For information, this provision has never been exercised in the building venues.

4. Page 11: Definition of exceptions for possible delays.

It is the opinion of PurchasePros that this clarification shall be better described in the Design Build contract.

5. Page 13: Conditions of PurchasePros contracts with members.

It is the opinion of PurchasePros that while it is hoped that PurchasePros Preferred vendors will support and market project sales through their contract, it is understood and possible that some members may solicit and request services to be performed outside of PurchasePros (accomplished through a separate procurement process).

6. RFP page 26-27: E. Pricing Approach regarding possible further defining “unforeseen conditions.”

It is the opinion of PurchasePros, that vendors shall better define this term in their design- build contract and that further definition in the RFP may limit what some vendors wish. In any case the alternate language provided is acceptable and reasonable to PurchasePros without clarification.

7. RFP page 27: Pricing approach regarding solicitation of three proposals for each design build component when vendor wishes to self-perform construction for lower cost and/or efficiency.

It is the opinion of PurchasePros, that self-performance is always acceptable, but in no way should provide relief from the requirement of three proposals for open book pricing transparency. It also is acceptable for the vendor to be counted as one of the three prices in the event they wish to be considered for self-performance.

Further price solicitation is for transparency only; it is understood that vendors shall select contractors based on best value and not necessarily low price. It is also understood that local districts may have qualified preferences for materials or installers. Provided those meet vendor requirements, they may be solicited and utilized even if they are not the lowest price, as well.