

## **SOLICITATION**

## NOTICE OF NEED

## ON-CALL FACILITIES & SMART SOLUTIONS CONSULTATION SERVICES

#### PURPOSE

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking proposals from teamoriented, highly qualified and positive thinking firms to provide on-call professional services related to condition assessments/inventory for facilities and associated equipment, energy consumption, smart systems associated with facilities and other assets, and guaranteed savings contracts. Respondents may include individuals or firms who can provide dedicated staff member(s) meeting the qualifications.

The Consultant or Consultants selected will enter into an on-call professional services agreement with the UG. The contract shall run for a term of three (3) years with options for extension of up to two (2) additional years at the Unified Government's sole discretion. The total term of the agreement shall not exceed five (5) years.

Following the UG's selection of individuals and/or firms, the UG will enter into a Master Agreement with the Consultant and then negotiate separate project specific Work Orders. Each Work Order will identify the type of services, work scope, fee, and terms of payment for services. For specific projects, the UG may determine that additional expertise is required (such as architect, landscape architecture, civil, electrical engineering, surveying, etc.). The UG may elect to assemble or augment project teams to cover all required disciplines.

#### CONTEXT

Selected consultants will provide professional services for UG initiatives centered on energy and systems efficiency. This Notice of Need (NON) is being issued by the UG for NAESCO (National Association of Energy Service certified companies) and other capable firms to provide professional services associated with facilities, infrastructure, energy and systems efficiency and professional services required for the development of a comprehensive strategy for smart solutions. The program will review and recommend self-funding solutions for energy and operational efficiency improvements in City-owned facilities and assets.

It is important that the energy cost savings program consists primarily of the construction of cost saving utility and facility infrastructure improvements and shall be provided on a turn-key basis with contractual guarantees of:

- 1. Decreased energy and operational costs.
- 2. Total program cost, both implementation and on-going costs.
- 3. Implementation within a specified time frame.
- 4. Firm, fixed, turn-key price; No change orders other than customer specified.

The successful Proposer shall evidence through Qualifications and Experience that their Proposal best benefits the City. Responses to this RFP shall be submitted in accordance with the outline provided herein. The selection of the successful Proposer, as well as the implementation of the program, shall be subject to the approval of the City.

This NON does not commit the UG to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods and services. The UG reserves the right to accept or reject any or all Proposals received as a result of this NON, to waive informalities, to negotiate with the selected Proposer, or to cancel in part or its entirety this NON, if it is in the vested interest of the City to do so.

The NON further reserves the right to approve the scope of installation of all improvements.

#### **REQUIRED SCOPE OF SERVICES**

The UG seeks to identify smart and efficient solutions to its general operations and to develop a guaranteed, comprehensive program to decrease energy and operational costs in UG utilities and facilities sufficient to provide for all program costs.

The purpose of this NON is to obtain proposals from bona fide, qualified Proposers who are interested in providing the required services as requested by the UG.

The Proposer will be responsible for developing the complete project, engineering and design, construction, project management and all related services.

#### **KEY RESPONSIBILITIES**

The selected firm(s) shall be required to assume total responsibility for all of the services listed below and shall be considered the sole point of contact with regard to all contractual matters subject to technical and contractual oversight of the UG:

- Material supply
- Installation
- Project management
- Tax exempt financing
- Commissioning and programming
- Hardware and software training
- Performance and payment bond

#### QUALIFICATIONS

Proposers must meet all of the following minimum qualifications to be eligible to respond to the NON and to enter into an agreement:

- A. Be duly licensed and certified to perform the professional services offered by the proposal.
- B. Utilize computer equipment, software and systems compatible with current UG computer equipment, software and systems. The selected consultants' computer services and submittals must be compatible with current UG equipment. The UG has largely converted to the Microsoft Windows 10 environment and uses the following software:
- Word processing Microsoft Office 365 (Word, Excel, et. al.)
- Financial tracking and other spreadsheets with Microsoft Excel.
- Computer aided drafting (CAD) with AutoCAD 2015. Submittals must be in .DWG format and include all reference and plotting files.
- Geographic information system (GIS) with ESRI ArcGIS 10.4.1 or higher. Submittals must be in .shp format.

#### FORM OF APPLICATION

For consistency in proposals, please arrange content in the order listed in the table below, i.e., introductory letter first, information about insurance coverage second, etc. Please note the maximum number of pages allowed for each section. An explanation of the information sought about the content is set out below.

PROPOSAL CONTENT	MAXIMUM NO. OF PAGES
A. Introductory letter	1
B. Insurance coverage	1
C. Firm qualifications	2
4. Key personnel qualifications	1
D. Quality of client service	1
E. Supporting information	2

#### A. INTRODUCTORY LETTER

A statement in the introductory letter shall name the person or persons authorized to represent the consultant in any negotiations and sign any agreement that may result. If any addenda were issued, it shall be acknowledged in this letter.

#### **B. INSURANCE COVERAGE**

The UG's required insurance coverage includes the following categories of insurance:

- 1. Comprehensive general liability
- 2. Professional liability Errors and Omissions
- 3. Automobile liability
- 4. Workers' compensation

Provide a statement indicating that the firm has in effect or can obtain the insurance coverage required by the UG (do not provide insurance certificates with the proposal). If the Proposer is unable to provide this coverage, the Proposer must describe the insurance coverage that can be provided, and explain why the UG's preferred coverage cannot be provided. Under such circumstances, Proposer shall propose alternative terms and conditions in lieu of the terms and conditions the UG has identified in the attached personal services agreement.

The selected consultants shall provide satisfactory proof of insurance for all coverage. Moreover, on all insurance the selected consultant shall name the UG, its officials, employees, and agents, as additional insureds (except workers' compensation, professional liability and professional errors

and omissions policies). Affirmatively state that Proposer can comply with these two (2) requirements or explain why such an affirmation cannot be provided.

## C. FIRM QUALIFICATIONS

Provide a statement that portrays the firm's qualifications as related to the local office and experience in relation to the described work. The response should address the following:

- 1. General qualifications and experience for the firm. Please limit information to that which is specific to the local office.
- 2. Specific areas of expertise applicable to the described work.
- 3. Similar projects, by type, location and total project cost, which have been performed by the firm. Do not include projects that current personnel performed for another firm. Please note proposals may be excluded from further consideration if projects are included that the firm did not perform.
- 4. If including a sub-consultant, include their role in the described work: prime consultant or sub-consultant.

## D. KEY PERSONNEL QUALIFICATIONS

Provide a statement that portrays how the qualifications and experience of the firm's proposed key personnel relate to the described work. Only provide information for those personnel that the firm is proposing to perform the work. Under this agreement, the response should address the following:

- 1. Qualifications and experience of principals and proposed key personnel with respect to the work as described in the NON. Identify any applicable registrations. Clearly note projects performed by personnel that were performed for another firm.
- 2. If sub-consultants are included to assemble a project team, their qualifications and experience of proposed key personnel should be described with respect to the relevant category or subcategory or work.

## E. QUALITY OF CLIENT SERVICE

One of the UG's interests will be the commitment of the consultant's project team during the life of the project. The consultant's demonstrated commitment to the project will be a consideration in future engagements with the consulting firm.

Provide a statement that demonstrates the quality of service provided to clients and provide a minimum of three (3) references with the names, addresses and telephone numbers of current and past clients for whom the Proposer has provided similar professional services. The response should address the following:

- 1. Availability for meetings, joint field work, and other combined efforts; commitment to timely delivery or work products; and commitment to timely communication with City staff.
- 2. Internal procedures and/or policies for quality assurance and cost control.
- 3. Success in maximizing savings or efficiencies.
- 4. Long-term client/firm relationships.

#### F. SUPPORTING INFORMATION

Examples of supporting materials that should be included with the proposal include:

- graphs, charts, photos, resumes, plans, reports, or similar documentation;
- a narrative explaining potential UG challenges;
- experience with local agency projects;
- experience with each discipline;
- project examples and materials that illustrate innovative solutions;
- any litigation to which the firm is a party;
- any bankruptcy settlements or unpaid judgments against the firm or its principals; and
- any previous contracts that the firm defaulted on and/or was terminated and reasons for the default(s) and/or termination(s).

#### FEE PROPOSAL

Respondents should submit a fee proposal for the above services that includes relevant information about rate(s) for services provided and an estimate of total costs for two (2) years of services, dividing this estimate into Year 1 services and Year 2 services. Fee proposals should be submitted in a sealed envelope, separate from the Notice of Need.

#### **EVALUATION FACTORS**

The Notice of Need evaluation factors, not listed in order of relative importance, are the following:

- Thorough understanding of the UG goals for energy and systems efficiency, demonstrated through the overall approach and proposal responses.
- A proven track record of managing and delivering similar projects.
- The relevant experience of proposed team member(s) and their dedicated availability to the project.

# NOTE: Any proposals that are incomplete or non-responsive will not be considered, including page restrictions.

#### SUBMISSION AND RECEIPT OF NOTICE OF NEED

Respondents should submit a completed copy of its response on the Unified Government's e-<br/>procurement site which can be accessed at:<br/><br/>http://purchasing.wycokck.org/eProcurement/Vendor\_Login.aspx

Proposed Project Schedule Date	Event	
March 29, 2018	Distribution of NON	
April 13, 2018	Deadline for respondents to submit written	
	questions (Noon, CST)	
April 20, 2018	Deadline for answering questions from	
	respondents will be provided (1:00, CST)	
May 11, 2018	Responses due before 2:00 p.m. CST	
TBD	Notice to Shortlisted firms selected for	
	interviews (if required)	
TBD	Interviews of shortlisted firms	
TBD	Notice of Award to selected consultant	
TBD	Contract Start Date	

The listed dates in the "Estimated Project Timetable & Contract Term" are tentative and subject to change at the UG's sole discretion. The Unified Government reserves the right to change or extend any and all dates

The Unified Government reserves the right to schedule interviews with those candidates it deems to be most qualified.

#### NON Key Points

- Read the NON in its entirety. Note key items such as: critical dates, qualifying and mandatory requirements, services required and proposal packaging requirements.
- Note the name, address, phone numbers and e-mail address of the "Designated Contact(s)", i.e., the only individual(s) you are allowed to contact regarding this NON as specified in instructions.
- All amendments, clarifications, Respondent questions with the Unified Government responses and any announcements relating to this notice of need will be posted on Procurement and Contract Compliance's website at <u>http://purchasing.wycokck.org/eProcurement/Vendor\_Login.aspx</u>
- It is the Bidder's responsibility to check the Unified Governments e-Procurement web site periodically for any updates. All information must be incorporated into the Respondent's

proposals. Failure to include this information in your proposal may result in disqualification.

- Take advantage of the question and answer period. Submit your questions to the Designated Contact by the date listed in the Schedule of Events.
- Review the NON document and your proposal. Make sure all requirements are addressed and all copies are identical and complete.
- Submit your proposal on time. Proposals received after the date and time listed in the Schedule of events will not be considered for award, and may be returned, unopened, to the sender.

#### **Required Contractual Terms and Conditions**

The following terms and conditions must be agreed to by the selected firm and are hereby made a part of the contract entered into between the Unified Government and the selected firm, unless specifically modified in writing:

#### Agreement with Kansas Law

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

#### Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

#### **Payment of Taxes**

The Unified Government shall not be responsible for, nor indemnify the selected firm for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The selected firm shall pay the Unified Government occupation tax prior to execution of the Agreement.

#### Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the selected firm for any liability whatsoever.

#### Anti-Discrimination Requirements

During the performance of this Agreement, the selected firm agrees as follows:

The selected firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The selected firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The selected firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

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

The selected firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The selected firm shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the selected firm shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the selected firm may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the selected firm shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The selected firm shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The selected firm and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The selected firm will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

### Termination for Default

If the selected firm refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the selected firm in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the selected firm 's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the selected firm the costs and expenses and reasonable profit for services performed by the selected firm prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the selected firm such sums as the Procurement Officer deems to be necessary to protect the Unified Government against toss caused by the selected firm because of the default.

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure arises out of causes similar to those set forth above, the selected firm shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the selected firm to meet the contract requirements Upon request of the selected firm, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the selected firm 's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the selected firm's right to proceed under the provisions of this clause, it is determined for any reason that the selected firm was not in default under the provisions of this clause, and both the Unified Government and the selected firm agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the selected firm will constitute a substantial breach of the Agreement

and may result in termination of the Agreement:

- If the selected firm is adjudged bankrupt or insolvent;
- If the selected firm makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the selected firm or any of his property;
- If the selected firm files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the selected firm repeatedly fails to supply sufficient services;
- If the selected firm disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

#### Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the selected firm specifying the part of the contract terminated and when termination becomes effective.

The selected firm shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the selected firm will stop work to the extent specified.

The Procurement Officer shall pay the selected firm the following amounts:

All costs and expenses incurred by the selected firm for work accepted by the Unified Government prior to the selected firm 's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the selected firm for work not yet accepted by the Unified Government but performed by the selected firm prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the selected firm shall not be allowed.

#### Disputes

All controversies between the Unified Government and the selected firm which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the

Procurement Officer in writing, within 30 days after a written request by the selected firm for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the selected firm may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the selected firm by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the selected firm brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The selected firm shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the selected firm shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

#### Representations

The selected firm makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

#### **Ownership of Materials**

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the selected firm in connection with the work pursuant to this Agreement, shall be in the Unified Government.

#### Availability of Records and Audit

The selected firm agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The selected firm agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the selected firm shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

#### Assignment

Neither the selected firm nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

#### No Limit of Liability

Nothing in this Agreement shall be construed to limit the selected firm's liability to the Unified Government as such liability may exist by or under operation of law.

#### Indemnification

The selected firm shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to the selected firm's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

#### Insurance

Within ten (10) consecutive calendar days of award of contract, Successful Respondent must furnish the City with the Certificates of Insurance proving coverage as specified in the specifications and naming Unified Government of Wyandotte County its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result breach of the contract. Unless different requirements are called out elsewhere in the NONs general insurance requirements are:

- Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$10,000 per occurrence, provided that such deductible is disclosed to Unified Government of Wyandotte County, in writing, at the inception of the contract.
- 2. Comprehensive Automobile Liability Coverage including as applicable owned, non-owned, and hired autos, in an amount not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form.
- 3. Workers' Compensation Insurance: as required by State statutes.
- 4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim, and CONSULTANT shall maintain such coverage for at least four (4) years from the termination of the contract. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$10,000 per claim, provided that such deductible is disclosed to Unified Government of Wyandotte County in writing, at the inception of the contract.
- 5. Unified Government of Wyandotte County to be named as an Additional Insured on the abovecaptioned insurance coverage's as respects Unified Government of Wyandotte County interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to commencement of work under this agreement; and by presenting to Unified Government of Wyandotte County an endorsement to the policy signed by an officer of the insurance company within ten (10) days of the inception date of this agreement.
- 6. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
- 7. Insurance policies to be in a form ad written through companies acceptable to Unified Government of Wyandotte County; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

## Attachment A - Signature Page

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Authorized Representative:
Signature:
Title:
Address:
City:
State:
State
Zip:
Phone:
Fax:
E-Mail:

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of \_120\_ days.

#### **NO PROPOSAL RESPONSE FORM**

If you choose not to submit a proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Teresa Houchins	Telephone: (913) 573-5244	Return by Fax: (913)
573-5444		

Due Date: 05/11/2018

Number: <u>N28313</u>

Description: On-Call Facilities & Smart Solutions Consultation Services

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- □ 1. We cannot provide a service to meet the required specifications.
- □ 2. The closing date does not allow adequate time to prepare a response.
- □ 3. We have chosen not to do business with the City.
- 4. Other (comment below or provide your response on your business/firm letterhead).

Business/Firm Name:		Supplier No.:	
Authorized Signature:			
Print Name:			
Title:			
Date:	Telephone No.:		
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Respondent Initial(s)			